

PARTICIPATION AND REIMBURSEMENT AGREEMENT

Between

PARTICIPATING BANK NAME CAPS

and

PNC BANK, NATIONAL ASSOCIATION

Dated as of

_____ 1, 2006

Pennsylvania Economic Development Financing Authority
BOND TYPE Development Revenue Bonds,
2006 Series X (PROJECT NAME Project)

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PARTICIPATION AND REIMBURSEMENT AGREEMENT

THIS PARTICIPATION AND REIMBURSEMENT AGREEMENT ("this **Agreement**"), dated as of _____ 1, 2006, is made between **PARTICIPATING BANK NAME CAPS**, a [national banking association] [Pennsylvania state bank] (the "**Participating Bank**"), and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association (the "**Bank**").

RECITALS:

A. The Pennsylvania Economic Development Financing Authority (the "**Issuer**") proposes to issue BOND TYPE development revenue bonds (the "**Bonds**") in an aggregate principal amount of \$AMOUNT for the benefit of BORROWER NAME (the "**Borrower**") pursuant to a Trust Indenture dated as of _____ 1, 2006 (the "**Indenture**") between the Issuer and J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**"), which Indenture incorporated therein an agreement by and between the Issuer and Trustee entitled Standard Provisions for Trust Indentures dated as of January 1, 2006 (the "**Standard Provisions**") and to lend the proceeds of the sale of the Bonds to the Borrower pursuant to a Loan Agreement between Borrower and the Issuer dated as of _____ 1, 2006 (the "**Loan Agreement**") to provide funds to finance all or a portion of the costs of acquiring, constructing, installing and/or rehabilitating certain facilities, or to refund prior bonds issued for such purpose, as more fully described in the Loan Agreement (the "**Project**").

B. The Bonds are expected to be sold at substantially the same time as are certain other [taxable] [industrial] [economic] development revenue bond issues of the Issuer as a composite offering.

C. To support certain payments with respect to the Bonds, the Borrower has requested the Participating Bank to enter into this Agreement with the Bank in order to induce the Bank to issue its direct pay letter of credit, in favor of the Trustee, in the form of Exhibit A hereto (the "**Letter of Credit**") in the Letter of Credit Amount (as defined in the Letter of Credit) for the account of the Participating Bank.

D. The Participating Bank will be responsible for amounts drawn under the Letter of Credit on behalf of the Participating Bank and for fees and other amounts due with respect to the Letter of Credit.

NOW, THEREFORE, in consideration of the foregoing and the undertakings herein set forth and intending to be legally bound, the Participating Bank and the Bank hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. Terms defined in the introductory paragraph and the recitals to this Agreement have the respective meanings assigned to those terms in such paragraph and

recitals. The following terms are used in this Agreement with the following respective meanings, unless the Bank and the Participating Bank otherwise agree in writing:

"Audited Financial Statements" has the meaning set forth in Section 5.05.

"Bond Pledge Agreement" means a Pledge, Security and Indemnification Agreement to be executed by the Borrower, the Participating Bank and the Bank, substantially in the form attached hereto as **Exhibit B**.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banking institutions in Pittsburgh, Pennsylvania or in any other city where either the principal corporate trust office of the Trustee or the office of the Bank at which drafts are to be presented under the Letter of Credit is located are required or authorized by law (including executive order) to close or on which any such office is closed for reasons not related to financial condition, or (iii) a day on which the New York Stock Exchange is closed.

"Call Report" means the report of condition of financial institutions as required by The Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and in the form and prepared as required by the Federal Financial Institutions Examination Council and by the federal agency regulating the Participating Bank.

"Composite Official Statement" means the final Composite Official Statement of the Issuer relating to the Bonds.

"Date of Issuance" means the date on which the Letter of Credit is issued upon request of the Participating Bank pursuant to Section 2.01.

"Default" means any event or condition which, with the giving of notice, the lapse of time or both, would become an Event of Default.

"Drawing" has the meaning assigned to that term in the Letter of Credit.

"Drawing Date" means the date on which the Bank has honored a Drawing.

"Drawing Payment Date" has the meaning set forth in Section 2.02.

"Event of Default" means any of the events specified in Section 7.01.

"Expiration Date" has the meaning assigned to that term in the Letter of Credit.

"GAAP" means generally accepted accounting principles consistently applied.

"Interest Drawing" has the meaning assigned to it in the Letter of Credit.

"Letter of Credit Amount" has the meaning assigned to that term in the Letter of Credit.

"Liquidity Drawing" has the meaning assigned to that term in the Letter of Credit.

[**"Minimum Rating"** has the meaning set forth in Section 6.09.]

"Person" means an individual, a corporation, a partnership, an association, a trust, a government, a political subdivision, a governmental agency or instrumentality or any other entity or organization.

"Pledged Bonds" means any Bonds delivered to or for the account of the Bank in connection with a Liquidity Drawing under the Letter of Credit.

"Prime Rate" means the rate of interest announced from time to time by the Bank as its Prime Rate. Such Prime Rate shall change as and when such announced Prime Rate changes effective as of the opening of business on the day announced. Such Prime Rate is determined by the Bank on the basis of a variety of economic and business factors as are in the judgment of the Bank relevant to that determination, and loans made by the Bank may bear rates below, at or above such Prime Rate. The Prime Rate is not intended to be the lowest rate of interest charged by the Bank in connection with extensions of credit to debtors.

"Principal Drawing" has the meaning assigned to it in the Letter of Credit.

"Reimbursement Agreement" means the Reimbursement and Security Agreement, of even date herewith, between the Participating Bank and the Borrower.

"Related Documents" means the Bonds, the Indenture, the Standard Provisions, the Loan Agreement, the Reimbursement Agreement, and any other related agreement or instrument designated by the parties as a Related Document including without limitation any security documents executed by the Participating Bank in connection with the Minimum Rating requirement.

"Scheduled Expiration Date" has the meaning assigned to that term in the Letter of Credit.

"State" means the Commonwealth of Pennsylvania.

Section 1.02 Accounting Terms. Unless otherwise specified in this Agreement, all accounting terms used in this Agreement shall be interpreted, all accounting determinations under this Agreement shall be made and all financial statements required to be delivered under this Agreement shall be prepared in accordance with GAAP, on a basis consistent with the most recent consolidated financial statements of the Participating Bank delivered to the Bank.

Section 1.03 Interpretation. In this Agreement, unless the Bank and the Participating Bank otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders, references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to;

references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; and references to Persons includes their respective permitted successors and assigns.

ARTICLE II. THE LETTER OF CREDIT

Section 2.01 Amount and Term of Letter of Credit. The Participating Bank hereby requests the Bank to issue the Letter of Credit to the Trustee. Subject to satisfaction of the conditions precedent set forth in Article III, the Bank shall issue the Letter of Credit, in favor of the Trustee, in the Letter of Credit Amount, effective on the Date of Issuance and expiring on the Expiration Date. On or prior to the Scheduled Expiration Date and on each anniversary date thereafter, the Bank may, upon the written request of the Participating Bank given to the Bank not more than one (1) year nor less than ninety (90) days prior to such anniversary date, elect, at its sole option, to extend the Scheduled Expiration Date with respect to the Letter of Credit for one additional year, it being understood that the Bank shall have no obligation to grant any such extension. Any such extension shall be subject to the mutual agreement of the Participating Bank and the Bank as to any fees to be applicable to the period of extension.

Section 2.02 Reimbursement of Drawings. Immediately after the Drawing Date for each Drawing (the "**Drawing Payment Date**"), the Participating Bank shall reimburse the Bank for all amounts advanced by the Bank in respect of such Drawing or shall cause such reimbursement to be paid by the Trustee to the Bank pursuant to the Indenture. The Bank agrees to give telephonic notice to the Participating Bank on the day that the Bank receives notice from the Trustee for each Drawing.

Section 2.03 Interest. The Participating Bank agrees to pay interest on all Drawings advanced by the Bank from the relevant Drawing Payment Date until repaid in full, at a rate per annum equal to the greater of the Prime Rate plus one percent (1%) or \$25.00. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

Section 2.04 Issuance Fee. On the date of execution and delivery hereof, the Participating Bank shall pay to the Bank, or cause to be paid to the Bank, a Letter of Credit issuance fee equal to one-quarter of one percent (1/4%) of the Letter of Credit Amount.

Section 2.05 Commitment Fees. Within five (5) Business Days after each March 31, June 30, September 30, and December 31 so long as any credit remains available to the Trustee under the Letter of Credit and on the Expiration Date, the Participating Bank shall pay to the Bank a Letter of Credit commitment fee computed at the rate of forty-five (45) basis points per annum on the average daily Letter of Credit Amount during the preceding quarterly period (or portion thereof in the case of the first such payment and in the case of a termination of the Letter

of Credit on a day other than a March 31, June 30, September 30, and December 31); provided that for purposes of computing such average daily Letter of Credit Amount the Letter of Credit Amount shall be treated as having been reinstated with respect to each Interest Drawing and Liquidity Drawing on the day the Bank receives reimbursement therefor, unless the Bank has given written notice to the Trustee pursuant to paragraph 5 of the Letter of Credit that such reinstatement shall not occur. Notwithstanding the foregoing, the Bank may, with the Issuer's prior written consent, decrease or increase the commitment fee percentage provided for in this Section with respect to any and all subsequent calendar years by giving written notice to the Participating Bank of the revised commitment fee percentage. Such notice shall be given no later than ninety days prior to the beginning of the calendar year to which the revised commitment fee percentage first applies.

Section 2.06 Charges and Expenses. The Participating Bank shall pay to the Bank within five (5) Business Days of submission to the Participating Bank of the Bank's bill therefor, any and all reasonable charges and expenses which the Bank may pay or incur relative to the Letter of Credit. The Participating Bank shall pay to the Bank upon each transfer of the Letter of Credit in accordance with its terms a transfer fee equal to the greater of \$250.00 or one-eighth of one percent (1/8%) of the then outstanding Letter of Credit Amount, together with any and all costs and expenses of the Bank incurred in connection with such transfer (including but not limited to the reasonable fees and expenses of the Bank's counsel).

Section 2.07 Reduction of Letter of Credit Amount; Reinstatement of Letter of Credit Amount for Interest on the Bonds. The Letter of Credit Amount shall be reduced and reinstated as specified in the Letter of Credit; provided, however, the Bank shall not reinstate the Letter of Credit pursuant to paragraph 5(c) thereof without the prior written consent of the Participating Bank or if there exists an event of default under the Reimbursement Agreement and notice of such default is given to the Bank by the Participating Bank at least three (3) Business Days prior to the date reinstatement would otherwise occur under the Letter of Credit.

ARTICLE III. CONDITIONS PRECEDENT

Section 3.01 Documentation. As conditions precedent to the Bank's issuance of the Letter of Credit, the Bank shall have received each of the following, dated the Date of Issuance, in form and substance satisfactory to the Bank:

(a) an executed copy of this Agreement, each of the Related Documents (other than the Bonds) and the Bond Pledge Agreement;

(b) a certificate of an authorized [officer] [partner] of the Borrower as to the authority, incumbency and specimen signatures of all [officers] [partners] of the Borrower who have signed the Bond Pledge Agreement and who will be authorized to represent the Borrower in connection with the Bond Pledge Agreement, upon which the Bank may rely until it receives a new such certificate, as applicable;

(c) a certified copy of the resolutions of the Board of the Directors of the Participating Bank authorizing the execution and delivery of, the performance under, and evidencing the authority of each person who has signed, or who will sign this Agreement and the Bond Pledge Agreement;

(d) an incumbency certificate signed by an authorized officer of the Participating Bank certifying the names and the signatures of the officers of the Participating Bank authorized to sign this Agreement and the Bond Pledge Agreement;

(e) opinions of (i) counsel to the Borrower acceptable to the Bank, (ii) Pepper Hamilton, LLP, as bond counsel, and (iii) counsel to the Participating Bank acceptable to the Bank, all dated the Date of Issuance, in form and substance satisfactory to the Bank, covering such matters as the Bank may reasonably request; and

(f) such other documents, instruments or opinions as the Bank may reasonably request.

Section 3.02 Statements. The following statements shall be correct on the Date of Issuance:

(a) the representations and warranties contained in this Agreement or in any instrument delivered to the Bank pursuant to or in connection with this Agreement are correct on and as of the Date of Issuance (and after giving effect to the issuance of the Letter of Credit) as though made on and as of such date;

(b) no Event of Default or Default has occurred and is continuing or would result from the issuance of the Letter of Credit; and

(c) the issuance of the Letter of Credit for the account of the Participating Bank will not materially adversely change the Participating Bank's operations or conditions (financial or otherwise).

Section 3.03 Related Documents; Issuance of Bonds. On or before the Date of Issuance, all of the Related Documents shall have been duly authorized, executed and delivered by the parties thereto, all conditions precedent to the issuance of the Bonds shall have been satisfied, and the Bonds shall have been duly issued.

ARTICLE IV. PAYMENT PROVISIONS

Section 4.01 Place and Manner of Payment. All payments by or on behalf of the Participating Bank to the Bank under this Agreement shall be made in lawful currency of the United States and in immediately available funds on the date due at the Bank's office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2707, or to an account maintained by the Bank and designated in a notice by the Bank to the Participating Bank. Any payment received after 3:15 P.M., Pittsburgh time on the date due at the Bank's office will be deemed received on the next succeeding Business Day. Whenever any payment under this Agreement shall be due on a day which is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and any interest payable on such payment shall be payable for such extended time at the applicable rate.

Section 4.02 Computation of Interest and Fees. Interest at the Prime Rate shall be computed on the basis of a year of 365 or 366 days (as the case may be). The commitment fee shall be computed on the basis of a year of 360 days and the actual number of days elapsed.

Section 4.03 Evidence of Debt. The books and records of the Bank shall be conclusive evidence, absent demonstrable error, of all amounts of principal, interest, fees and other charges advanced, due, outstanding or paid pursuant to this Agreement. The Bank agrees to provide statements of such amounts to the Participating Bank; provided, however, that, in the event of any conflict between such statement and the Bank's books and records, the latter shall be controlling absent demonstrable error.

Section 4.04 Increased Costs. (a) If after the date of this Agreement any enactment, promulgation or adoption of or change in any applicable foreign or domestic law, treaty, regulation or rule or in the interpretation or administration thereof by any court, administrative or governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guidelines, request or directive issued after the date hereof (whether or not having the force of law) of any such authority, central bank or comparable agency, shall either (i) impose, modify or deem applicable any reserve, special deposit, capital compulsory loan, FDIC insurance assessment or similar requirement (including without limitation a request or requirement which affects the manner in which the Bank allocates capital resources to its commitments, including its obligations under this Agreement and the Letter of Credit), (ii) subject the Bank to any tax, deduction or withholding or change the basis of taxation of the Bank (other than a change in a rate of tax based on overall net income of the Bank), (iii) cause or deem letters of credit to be assets held by the Bank and/or deposits on its books, or (iv) impose on the Bank any other condition regarding this Agreement or the Letter of Credit, and the result of any event referred to in clause (i), (ii), (iii) or (iv) of this sentence shall be to increase the direct or indirect cost to the Bank of issuing or maintaining the Letter of Credit or the Bank's obligations under this Agreement or to reduce the amounts receivable by the Bank hereunder or to reduce the rate of return on the capital of the Bank in connection with this Agreement (which increase in costs, reduction in amounts receivable or reduction in rate of return shall be determined by the Bank's reasonable allocation of such cost increase, reduction in amounts receivable or reduction in rate of return resulting from such event), then within 10 Business Days after written demand by the Bank, the Participating Bank

shall pay to the Bank, from time to time as specified by the Bank, additional amounts that in the aggregate shall be sufficient to compensate the Bank for such increased cost, reduction in amounts receivable or reduction in rate of return. A certificate as to such increased cost, reduction in amounts receivable or reduction in rate of return by the Bank as a result of any event mentioned in clause (i), (ii), (iii) or (iv) of the immediately preceding sentence submitted by the Bank to the Participating Bank setting forth the Bank's calculation thereof, shall in absence of manifest error, be conclusive and binding for all purposes.

(b) If after the date of this Agreement the Bank shall have determined that any enactment, promulgation or adoption of or change in any applicable foreign or domestic law, regulation, rule or guideline regarding capital adequacy, or in the interpretation or administration thereof, by any administrative or governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank (or any controlling affiliate) with any guideline, request or directive regarding capital adequacy (whether or not having the force of law and whether or not failure to comply thereunder would be unlawful) of any such authority, central bank or comparable agency, affects or would affect the amount of capital required or expected to be maintained by the Bank (or any controlling affiliate) and the Bank determines, on the basis of reasonable allocations, that the amount of such capital is increased by or is based on its issuance or maintenance of the Letter of Credit or the Bank's obligations under this Agreement, then, within 10 Business Days after demand by the Bank, the Participating Bank shall pay to the Bank, from time to time as specified by the Bank, additional amounts sufficient to compensate the Bank therefor. A certificate as to such additional amounts submitted to the Participating Bank by the Bank setting forth the Bank's calculation thereof shall, in the absence of manifest error, be conclusive and binding for all purposes.

Section 4.05 Overdue Payments. Overdue principal of, and (to the extent permitted by law) overdue interest in respect of, payments due under Section 2.02 and overdue payments of the commitment fee and amounts due under Articles IV, VIII and IX shall bear interest, payable on demand, at a rate per annum equal to the Prime Rate plus two percent (2%) until paid in full.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

The Participating Bank represents and warrants as follows:

Section 5.01 Existence and Power. The Participating Bank is a state or federally chartered banking corporation or association duly incorporated or established, as applicable, validly existing and in good standing under the laws of the United States or the state of its incorporation or organization, 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 this Agreement.

Section 5.02 Corporate and Governmental Authorization; No Contravention. The execution, delivery and performance by the Participating Bank of this Agreement, the Bond Pledge 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 has not been obtained, and do not contravene, or constitute a default under, any material provision of applicable law or regulation or of the articles of incorporation or association or by-laws, of the Participating Bank or of any agreement, judgment, injunction, order, decree, or other instrument binding upon the Participating Bank.

Section 5.03 Binding Effect. This 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 principles relating to or limiting creditor's rights generally or the availability of equitable remedies.

Section 5.04 Governmental and Other Approvals. 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 this 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.

Section 5.05 Financial Information. The Call Reports of the Participating Bank, and the annual financial statements of the Participating Bank, or the consolidated annual financial statements of the Participating Bank and any controlling entity thereof, reported on by independent certified public accountants (the "**Audited Financial Statements**"), each for the previous two most recent fiscal years of the Participating Bank, copies of which have been furnished to the Bank, fairly present the financial position of the Participating Bank and any controlling entity thereof as of the date thereof and the results of operations of the Participating Bank and any controlling entity thereof for the periods reflected therein, all in accordance with the rules and regulations of the Federal Financial Institutions Examination Council with respect to Call Reports, and GAAP with respect to Audited Financial Statements, respectively, and governmental agencies, whether state or federal, having regulatory or supervisory authority over the Participating Bank. Since the date of the most recent Call Report or Audited Financial Statements, as the case may be, there has been no material adverse change in the business, financial position or results of operations of the Participating Bank and any controlling entity thereof.

Section 5.06 Litigation. Except as disclosed to the Bank in writing, there is no action, suit or proceeding pending, or to the knowledge of the Participating Bank 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, financial position or results of operations of the Participating Bank or (b) question the validity of this Agreement or any of the Related Documents to which it is or is to be a party.

Section 5.07 Taxes. The Participating Bank has filed all federal income tax returns and all other material tax returns which are required to be filed by it and has paid all taxes due pursuant to such returns or pursuant to any assessment received by the Participating Bank, except for those which the Participating Bank is contesting in good faith. The charges, accruals and reserves on the books of the Participating Bank in respect of taxes or other governmental charges are, in the opinion of the Participating Bank, adequate.

ARTICLE VI. COVENANTS

So long as the Expiration Date has not occurred or any amount is due or owing to the Bank under this Agreement, the Participating Bank agrees as follows:

Section 6.01 Information. The Participating Bank will deliver to the Bank:

(a) as soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of the Participating Bank, the Audited Financial Statements reported on by certified public accountants of nationally recognized standing for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year;

(b) as soon as available, Participating Bank's interim financial statements which are made available to any governmental agency having regulatory or supervisory authority over the Participating Bank, or to any other Person;

(c) as soon as available, and in no event later than forty-five (45) days after the end of each quarter-annual period of each fiscal year of the Participating Bank, the Call Report for the quarter then ended; and

(d) from time to time such additional information regarding the financial position of the Participating Bank as the Bank may reasonably request.

Section 6.02 Consolidations, Mergers, Sales of Assets. Except by operation of law, the Participating Bank will not (a) consolidate with or merge into any other Person or (b) sell, lease or otherwise transfer all or substantially all of its assets to any other Person, unless, (i) the Participating Bank notifies the Bank in writing of such consolidation or merger and confirming the surviving or transferee entity's assumption of all of the Participating Bank's obligations hereunder and (ii) at the request of the Bank, immediately following such consolidation or merger the surviving or transferee entity shall expressly assume all obligations of the Participating Bank hereunder.

Section 6.03 Conduct of Business and Maintenance of Existence. The Participating Bank will preserve, renew and keep in full force and effect its corporate existence, and the rights, privileges and franchises necessary or desirable in the normal conduct of business as a state banking corporation or nationally chartered banking association, as the case may be.

Section 6.04 Compliance with Laws. The Participating Bank will comply in all material respects with all material laws, ordinances, rules, regulations and requirements of governmental authorities the noncompliance with which would materially and adversely affect the Participating Bank's ability to perform its obligations hereunder, except where the necessity of compliance therewith is contested in good faith by appropriate proceedings.

Section 6.05 Books and Records. The Participating Bank will keep proper books of record and account in which full, true and correct entries in conformity with GAAP shall be made of all dealings and transactions in relation to its business and activities.

Section 6.06 Payment of Obligations. The Participating Bank will pay and discharge, at or before maturity, all its material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be contested in good faith by appropriate proceedings, and will maintain, in accordance with GAAP, appropriate reserves for the accrual of any of the same.

Section 6.07 Notices. The Participating Bank will promptly give written notice to the Bank of the occurrence of any Default or Event of Default signed by a senior officer of the Participating Bank, setting forth the details of, and the actions which the Participating Bank proposes to take with respect to, such Default or Event of Default. The Participating Bank will also promptly give notice to the Bank of any pending or threatened action, suit or proceeding against the Participating Bank, an adverse decision in which could materially and adversely affect the operations or the conditions (financial or otherwise) of the Participating Bank or the ability of the Participating Bank to repay its obligations under this Agreement or which questions the validity of this Agreement, the Bond Pledge Agreement or any Related Document to which it is or is to be a party.

Section 6.08 Related Documents. Neither the Participating Bank nor the Bank will amend, modify or terminate or agree to or consent to amend, modify or terminate any Related Documents to which it is or is to be a party without the prior written consent of the other party; provided, however, that the Participating Bank may amend the Reimbursement Agreement so long as such amendment shall not impair, in any manner, the rights and obligations of the parties hereto or otherwise conflict with the terms of this Agreement.

Section 6.09 Rating; Standby Letter of Credit; Security. The Participating Bank shall maintain, at the Bank's option, at all times: (a) an individual bank long term debt rating from Moody's of no less than "Baa2" (where Aaa is the best rating); or (b) in the event a Moody's rating is unavailable, a long term debt rating from Standard & Poor's of no less than "BBB" (where AAA is the best rating); or (c) in the event neither a Moody's nor a Standard & Poor's rating is available, a Fitch's Bank Rating of not less than "B/C" (where A is the best rating); or (d) if such Fitch's Bank Rating is unavailable, an individual bank score from The Fitch Group of not less than "2.5" (where 1 is the best score and 5 is the worst score) (the applicable rating being defined as the "**Minimum Rating**"). If the Participating Bank fails to maintain the Minimum Rating, then the Participating Bank shall cause to be delivered to the Bank securities, certificates and/or general intangibles in form and amounts satisfactory to the Bank together with such pledge and security agreements therefor as shall be designated by the Bank, or a standby letter of credit in an amount not less than the Letter of Credit Amount (as defined in the Letter of

Credit) and with a scheduled expiration date not earlier than 10 days beyond the Scheduled Expiration Date of the Letter of Credit in form and from a financial institution acceptable to the Bank, to secure the payment of the Participating Bank's payment obligations under this Agreement.

ARTICLE VII. DEFAULT AND REMEDIES

Section 7.01 Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

(a) the Participating Bank shall fail to pay any amount payable under any provision of this Agreement within three (3) Business Days of the date when due;

(b) the Participating Bank shall fail to maintain the Minimum Rating and a standby letter of credit has not been delivered to the Bank pursuant to section 6.09;

(c) any materially adverse change in the financial condition of the Participating Bank shall occur;

(d) the Participating Bank shall fail to provide the Bank with the notice required by Section 7.03;

(e) the Participating Bank shall fail to observe or perform any covenant or agreement contained in this Agreement or (other than those specified by clauses (a) and (b) above) for thirty (30) days after written notice of such failure has been given to the Participating Bank by the Bank;

(f) any representation or warranty made by the Participating Bank in this agreement or in any instrument delivered pursuant to or in connection with this Agreement shall prove to have been incorrect or misleading in any material respect at the time made or deemed made;

(g) any event of default, however defined, shall occur and be continuing under the Indenture or the Loan Agreement;

(h) any material provision of this Agreement or any Related Document at any time for any reason shall cease to be valid and binding on the Participating Bank or shall be declared to be null and void, the validity or enforceability of any such provision shall be contested by the Participating Bank or the Participating Bank shall deny that it has any further liability or obligation under any such provision;

(i) the Participating Bank shall (i) commence a voluntary case or other proceeding seeking receivership, liquidation, reorganization or other relief with respect to itself of its debts under any receivership, bankruptcy, insolvency or other similar law now or in the future in effect, (ii) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iii) make a general assignment for the benefit of creditors,

(iv) fail generally to pay its debts as they become due or (v) take any action to authorize any of the foregoing; or

(j) an involuntary case or other proceeding shall be commenced against the Participating Bank seeking receivership, liquidation, reorganization or other relief with respect to it or its debts under any receivership, bankruptcy, insolvency or other similar law now or in the future in effect or seeking the appointment of a trustee, receiver, liquidator, custodian of other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against the Participating Bank under the federal or state receivership, bankruptcy or insolvency laws.

Section 7.02 Remedies. Upon the occurrence of an Event of Default pursuant to Section 7.01(i) or (j) all amounts then due and payable by the Participating Bank under this Agreement shall become due and payable, automatically and immediately without any presentment, demand, protest or other notice or formality of any kind (all of which are expressly waived). Upon the occurrence of an Event of Default (other than pursuant to Section 7.01(i) or (j)), the Bank may, after thirty (30) days written notice to the Participating Bank, declare all amounts then due and payable by the Participating Bank under this Agreement to be immediately due and payable (and the same shall upon such notice become immediately due and payable), in each case without any presentment, demand, protest or other notice or formality of any kind. Upon any such occurrence, the Bank may, in addition, (a) require the Participating Bank to provide the Bank additional collateral in form and amount acceptable to the Bank, (b) exercise all of its rights and remedies under this Agreement, any security agreement delivered pursuant to this Agreement or otherwise, the Bond Pledge Agreement, or any Related Document, (c) give written notice to the Trustee of such occurrence, with the effects contemplated by Section 7.01 of the Standard Provisions, (d) require the Trustee to accelerate payment of all Bonds and interest accrued thereon as provided in Section 7.03 of the Standard Provisions, (e) draw on the standby letter of credit, if any, delivered to the Bank pursuant to this Agreement or otherwise, (f) exercise any and all remedies available to the Bank at law or in equity, or (g) exercise all or any combination of the remedies provided for in this Section 7.02.

Section 7.03 Notice of Default. The Participating Bank shall notify the Trustee, the Issuer and the Bank immediately if it becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

ARTICLE VIII. CHARACTER OF OBLIGATIONS

Section 8.01 Nature of Obligations.

(a) The Participating Bank's obligations to the Bank under this Agreement are absolute, unconditional, and irrevocable, and shall be payable in accordance with the terms hereof irrespective of any one or more of the following circumstances:

(i) the form, validity, sufficiency, accuracy, enforceability, genuineness, or effect, or any lack thereof, of the Letter of Credit or draft, this Agreement, or any other document, instrument, or agreement presented in connection with or relating to any of the foregoing, including any signatures or endorsements thereon, even if any such documents, instruments, or agreements should in fact prove to be invalid, insufficient, inaccurate, fraudulent, or forged and even if the Bank or any of its correspondents shall have been notified thereof; (ii) any failure of any draft to bear reference or adequate reference to the Letter of Credit or of any document to accompany a draft or any failure to forward any document separately from a related draft; (iii) errors, omissions, interruptions, or delays in transmission or delivery of the Letter of Credit, draft, message, document, or advice, whether transmitted by courier, mail, or hand, or by facsimile, cable, telex, telegraph, or other telecommunication, or otherwise, whether or not encrypted; (iv) errors in interpretation of technical terms or in translation, and the Bank and its correspondents may transmit terms of the Letter of Credit and related documents and drafts without translation; (v) any claim or basis for a claim for breach of warranty by the Participating Bank or the Bank against any beneficiary of the Letter of Credit or the existence of any claim, setoff, defense, or other right that the Participating Bank may have at any time against any beneficiary or any successor thereof, any transferee of the Letter of Credit, the Bank or any correspondent or agent thereof, or any other person or entity, whether in connection with the underlying transaction or any unrelated transaction or other matter; (vi) any payment or other honor by the Bank against a draft or other document presented under the Letter of Credit containing one or more material or consequential discrepancies which causes such presentation to not comply substantially with the terms or conditions of the Letter of Credit and the Bank has notified the Participating Bank (orally or in writing by facsimile transmission or otherwise) of such discrepancy unless (A) the Bank receives from the Participating Bank notice in writing, within one (1) Business Day after any Borrower received notice of the discrepancy from the Bank, of Participating Bank's objection to such discrepancy, and (B) Participating Bank takes all reasonable steps to mitigate any loss; (vii) any failure of the Bank to issue the Letter of Credit in the form requested by Participating Bank, unless the Bank receives written notice from Participating Bank of such failure within one (1) Business Day after any Participating Bank shall have received (by facsimile transmission or otherwise) a copy of the Letter of Credit and such error is material and consequential; (viii) any payment or other honor under the Letter of Credit that is made up to [thirty (30)/sixty (60)] days after the expiration thereof if such date of expiration occurs during a force majeure affecting the office of the Bank or the office of any other bank through which payment is to be made under such Letter of Credit; or (ix) any action or inaction, including failure or compulsion to pay or accept a draft, taken or suffered by the Bank or any of its correspondents in connection with the Letter of Credit, draft, document, or property and resulting from any censorship, law, regulation, order, control, restriction, or the like rightfully or wrongly exercised by any de facto or de jure domestic or foreign government, court, tribunal, agency, or other purported authority or from any other cause beyond the Bank's control or the control of the Bank's correspondents or their respective agents, or for any loss or damage to the Participating Bank or anyone else or any property of the Participating Bank or anyone else resulting from any such failure to pay or accept.

(b) The Bank is authorized to honor any draft without regard to, and without any duty on the Bank's part to inquire into, any underlying transaction or any disputes or controversies between Participating Bank and any beneficiary of the Letter of Credit or any other person or

entity or the respective rights, duties, or liabilities of any of them or whether any facts or occurrences represented in any of the documents presented under the Letter of Credit are true or correct or whether any draft or document related to the Letter of Credit is forged or fraudulent or whether honor of a presentation under the Letter of Credit would facilitate a fraud or misrepresentation, notwithstanding that the Bank may have assisted the Participating Bank in the preparation of the wording of the Letter of Credit or any drafts or other documents required to be presented thereunder or that the Bank may be aware of any underlying transaction or familiar with any of the parties thereto.

(c) The Participating Bank is responsible to the Bank for all obligations imposed upon the Bank with respect to the Letter of Credit and all related drafts and documents. The Participating Bank agrees that any action, inaction, or omission by the Bank, any correspondent of the Bank, or their respective agents under or in connection with the Letter of Credit or any related drafts or documents shall be binding on the Participating Bank, shall not diminish or impair any obligations of the Participating Bank hereunder, and shall not put the Bank or the Bank's correspondent or their respective agents under any resulting liability to the Participating Bank in the absence of gross negligence or willful misconduct. Without limiting the generality of the foregoing, the Bank and each of the Bank's correspondents and their respective agents:

(i) may rely on any oral, telephonic, telegraphic, facsimile, electronic, written, or other communication believed in good faith by the Bank, any correspondent of the Bank, or any agent of either to have been authorized or given by or on behalf of the Borrower; (ii) shall not be responsible for the identity or authority of any signer or the form, accuracy, genuineness, falsification, or legal effect of any draft or other document presented under the Letter of Credit if such draft or document appears on its face to be in order; (iii) shall not be responsible for any acts or omissions by or the solvency of any beneficiary of the Letter of Credit or any other person or entity having any role in any underlying transaction relating to the Letter of Credit; (iv) may accept or pay, as complying with the terms and conditions of the Letter of Credit, any draft or other document appearing on its face substantially to comply with the terms and conditions of the Letter of Credit; (v) may accept as a draft any written or electronic demand or request for payment or honor under the Letter of Credit regardless of the legal sufficiency of such demand or request as a negotiable instrument; (vi) shall not be responsible for the effectiveness or suitability of the Letter of Credit for any purpose of the Participating Bank or for any acts or omissions of the users of the Letter of Credit; (vii) shall not be liable to the Participating Bank for any consequential, punitive, or special damages, or for any damages resulting from any change in the value of any goods or other property to which an underlying transaction relates; (viii) may honor a previously dishonored presentation under the Letter of Credit, whether pursuant to court order, to settle or compromise any claim that it wrongfully dishonored, or otherwise, and shall be entitled to reimbursement to the same extent as if it had initially honored, plus reimbursement of any interest paid by it; (ix) may honor, upon receipt, any drawing that is payable upon presentation of a statement advising negotiation or payment (even if such statement indicates that a draft or other document is being separately delivered) and shall not be liable for any failure of any draft or other document to arrive or to conform in any way with the draft or other document referred to in the statement or any underlying contract; (x) may pay any paying or negotiating bank (designated or permitted by the Letter of Credit) claiming that it rightfully honored under the laws or practices of the place where it is located.

(d) In the event the Participating Bank or any other person or entity seeks to forestall or enjoin the honor by the Bank of a presentation under the Letter of Credit, the Bank shall have no obligation to delay or refuse to honor the presentation until validly so ordered by a court of competent jurisdiction, and all costs and expenses of the Bank relating thereto (including reasonable attorneys' fees and other related expenses) shall be borne by the Participating Bank notwithstanding what party prevails in any such action.

(e) Neither the Bank nor any correspondent of the Bank nor any of their respective agents shall be responsible or liable to the Participating Bank for or as a result of any of the circumstances described in this Section 8.01; and, the Participating Bank assumes all risks and responsibility for each of the circumstances addressed in this Section 8.01.

(f) The obligations of the Participating Bank and the Bank under this Agreement shall (a) continue until the latter of (i) the Expiration Date or (ii) the date upon which all amounts due and owing to the Bank under this Agreement shall have been paid in full, provided, however, if at any time all or any part of any payment previously applied by the Bank to any payment obligations hereunder of the Participating Bank or the proceeds of any enforcement of any security interest of the Bank or any exercise of the right of set-off by the Bank is invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by, or, is or must be rescinded or returned by the Bank for any reason whatsoever (including, without limitation, the insolvency, bankruptcy or reorganization of the Participating Bank) such obligation shall be deemed to have continued in existence for the purpose of this Agreement, and to the extent that such payment is or must be rescinded or returned, this Agreement shall continue in force or be reinstated, as the case may be, as though such application by the Bank had not been made, (b) be binding upon and inure to the benefit of, and be enforceable by, the Bank, the Participating Bank, and their respective successors, transferees and assigns; provided, however, that neither party may assign all or any part of this Agreement without the prior written consent of the other party. The Bank may not assign its obligations under the Letter of Credit without the prior written confirmation of the rating of the Bonds by the agency rating the Bonds.

Section 8.02 Indemnification. In consideration for the Bank's issuance of the Letter of Credit, to the fullest extent permitted by law, the Participating Bank indemnifies and holds harmless the Bank and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which such indemnified party may incur (or which may be claimed against such indemnified party by any Person) by reason of (a) the issuance, sale or delivery of the Bonds; (b) the use of the proceeds of the Bonds or any Drawing; (c) the delivery or transfer of, or payment or failure to pay under, the Letter of Credit; (d) or in connection with the redemption, refunding or defeasance of the Bonds; provided, however, that the Participating Bank shall not be required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, (i) caused by the willful misconduct or gross negligence of the Bank in performing its obligations under this Agreement and the Letter of Credit or (ii) incurred by reason of any untrue or misleading statement contained, or any failure to state any material fact, in the Composite Official Statement or Preliminary Composite Official Statement. The Participating Bank, upon demand by any party indemnified or intended to be indemnified pursuant to this Section 8.02 at any time, shall

reimburse such party for any reasonable legal or other expenses incurred in connection with investigating or defending against any of the foregoing. If any action, suit or proceeding arising from any of the foregoing is brought against any party indemnified or intended to be indemnified pursuant to this Section 8.02, the Participating Bank, to the extent determined by such party as necessary or advisable in order to protect the rights of such party in connection with such action, suit or proceeding, will resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Participating Bank (which counsel shall be satisfactory to such party); provided, however, that the Participating Bank shall not be required to settle any such action without its consent, which consent shall not be unreasonably withheld. Nothing in this Section 8.02 is intended to limit the Participating Bank's payment obligations under this Agreement. The indemnities shall survive termination of this Agreement.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Benefit, Security and Subrogation. The Participating Bank and the Bank intend and agree that (a) the Bank shall have the benefit and security of the Reimbursement Agreement and the Security Documents (as defined in the Reimbursement Agreement) with respect to the amounts payable by the Borrower under the Reimbursement Agreement corresponding to the amounts payable by the Participating Bank to the Bank under this Agreement and (b) in the event of a draw under the Letter of Credit and failure of the Participating Bank to reimburse (or the Borrower to provide funds under the Loan Agreement to be applied to reimburse) the Bank, with interest, in accordance with this Agreement, the Bank will be subrogated and succeed to the rights of the Participating Bank in, to and under the Reimbursement Agreement and the Security Documents with respect thereto. The Participating Bank will execute and deliver to the Bank such further instruments and take such further actions as the Bank may require from time to time to confirm and effect such benefit, security and rights of subrogation and succession. In furtherance of the foregoing, the Participating Bank has caused the Borrower to agree in the Reimbursement Agreement that (i) the Bank shall have such benefit, security and rights of subrogation and succession and (ii) the Borrower will execute and deliver such instruments and take such further actions as the Bank may request from time to time to confirm and effect the same.

Section 9.02 Set-Off. Upon the occurrence and during the continuance of any Event of Default, the Bank is hereby authorized at any time and from time to time without notice to the Participating Bank (any such notice being expressly waived by the Participating Bank) and, to the fullest extent permitted by law, to set off and to apply any and all balances, credits, deposits (general or special, time or demand, provisional or final), accounts or monies at any time held and other indebtedness at any time owing by the Bank to or for the account of the Participating Bank against any and all of the obligations of the Participating Bank now or hereafter existing under this Agreement or any other agreement or instrument delivered by the Participating Bank to the Bank in connection therewith, whether or not the Bank shall have made any demand hereunder or thereunder and although such obligations may be contingent or unmatured. Subject to the foregoing provision of this Section, the rights of the Bank under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Bank may have.

Section 9.03 Costs, Expenses and Taxes. The Participating Bank agrees to pay within five (5) Business Days of the submission of the Bank's bill therefor, all reasonable costs and expenses (including fees and expenses of counsel to the Bank) incurred by the Bank in connection with the enforcement of this Agreement.

Section 9.04 Notices. All notices, requests and other communications to any party hereunder shall be in writing, unless otherwise specified, and shall be given to such party, addressed to it, at its address or facsimile number set forth below or such other address or facsimile number as such party may in the future specify for such purpose by notice to the other party. The Bank will send copies to the Borrower of all notices the Bank sends to the Participating Bank concerning Defaults or Events of Default hereunder. Each such notice, request or communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified below, (b) if given by mail five (5) days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified below:

<u>Party</u>	<u>Address</u>
Bank:	PNC Bank, National Association One PNC Plaza 249 Fifth Avenue Pittsburgh, PA 15222-2707 Attn: Public Finance Group Telephone: (412) 762-2204 Facsimile: (412) 762-2784

Participating Bank:	PARTICIPATING BANK NAME _____ _____ Attn: _____ Telephone: () ____ - ____ Facsimile: () ____ - ____
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Borrower:	BORROWER NAME _____ _____ Attn: _____ Telephone: () ____ - ____ Facsimile: () ____ - ____
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Section 9.05 Amendment and Waivers. No amendments to any provision of this Agreement or the Letter of Credit shall in any event be effective unless the same shall be in writing and signed by the Bank and the Participating Bank. No waiver of any provision of this

Agreement, nor consent to any departure by the Participating Bank of any such provision, shall in any event be effective unless the same shall be in writing and signed by the Bank. Any such waiver or consent shall be effective only in the specific instance and posed for the specific purpose for which given. The Bank hereby agrees to not agree to any amendment to, or consent to any action taken under, any of the Related Documents without the prior written consent of the Participating Bank.

Section 9.06 No Waiver; Remedies. No failure on the part of the Bank or the Participating Bank to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right nor shall any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

Section 9.07 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions of this Agreement or affecting the validity, enforceability or authorization of such provision in any other jurisdiction.

Section 9.08 Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 9.09 Satisfaction Required. If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to the Bank, the determination of such satisfaction shall be made by the Bank in its reasonable discretion.

Section 9.10 Survival of Covenants. All covenants made herein and in any documents delivered pursuant hereto shall survive the execution and delivery of this Agreement and the Letter of Credit.

Section 9.11 Counterparts. This Agreement may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

Section 9.12. Participation. Notwithstanding any other provision of this Agreement, the Participating Bank hereunder understands that the Bank may at any time enter into participation agreements with one or more banks whereby the Bank will allocate to such banks certain percentages of the funding obligations of the Bank under the Letter of Credit. The Participating Bank agrees (i) to assist the Bank in obtaining such other banks, including, without limitation, the submission of any additional information requested by any potential bank and (ii) agreeing to such reasonable modifications to the Bank Documents as any such bank may request, but excluding any increases in any of the fees, interest rates or other changes to the repayment terms contained herein. Nothing contained in this Section 9.12 shall affect the Bank's obligations and liabilities under the Letter of Credit.

Section 9.13 Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State, excluding its conflict of laws rules. The Participating Bank hereby agrees to the jurisdiction of any state or federal court located within the county where the Bank's office indicated above is situated, or such other venue as the Bank chooses, provided that nothing contained in this Agreement will prevent the Bank from bringing any action or exercising any rights against any security or against the Participating Bank individually, or against any property of the Participating Bank within any other state or nation to enforce any award or judgment obtained in the venue provided above, or such other venue as the Bank chooses. The Participating Bank waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

Section 9.14 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OF THE OTHER RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE RELATED DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES HERETO AND THEY ACKNOWLEDGE THAT NO PERSON ACTING ON THEIR BEHALF HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING OF THIS WAIVER PROVISION.

WITNESS the due execution hereof on the day and year first above written.

PARTICIPATING BANK NAME CAPS

PNC BANK, NATIONAL ASSOCIATION

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A

**FORM OF PNC BANK, NATIONAL ASSOCIATION
IRREVOCABLE LETTER OF CREDIT**

_____, 2006

J. P. Morgan Trust Company, National Association, as Trustee
One Liberty Place, 52nd Floor
1650 Market Street, Suite 5210
Philadelphia, Pennsylvania 19103
Attn: Institutional Trust Services

Re: \$AMOUNT Pennsylvania Economic Development
Financing Authority BOND TYPE Development Revenue Bonds,
2006 Series X (PROJECT NAME Project) (the "**Bonds**")

Ladies and Gentlemen:

1. At the request and for the account of PARTICIPATING BANK NAME (the "**Participating Bank**"), we (the "**Bank**") establish in your favor as Trustee under the Trust Indenture dated as of _____ 1, 2006 (as the same has been and may from time to time be supplemented or amended, the "**Indenture**") between the Pennsylvania Economic Development Financing Authority (the "**Issuer**") and you, which Indenture incorporated therein an agreement by and between the Issuer and you entitled Standard Provisions for Trust Indentures dated as of January 1, 2006 (the "**Standard Provisions**") pursuant to which the Bonds are being issued for the benefit of BORROWER NAME (the "**Borrower**"), this irrevocable letter of credit ("**this Letter of Credit**") in the aggregate amount of \$_____ (as from time to time reduced and reinstated as provided in this Letter of Credit, the "**Letter of Credit Amount**"). Such Letter of Credit Amount shall be available for drawing by you as set forth below in amounts not to exceed (a) \$AMOUNT (as from time to time reduced and reinstated as provided in this Letter of Credit, the "**Principal Component**") with respect to unpaid principal of the Bonds and (b) \$_____ (as from time to time reduced and reinstated as provided in this Letter of Credit, the "**Interest Component**") with respect to accrued interest on the Bonds (but no more than the actual interest accrued on the Bonds up to 60 days through the date payment is due under this Letter of Credit).

2. This Letter of Credit shall expire at 5:00 p.m. local time in Pittsburgh, Pennsylvania, on the date (the "**Expiration Date**") which is the earliest of: (a) August 15, 2009 unless extended by us (the "**Scheduled Expiration Date**") (it being understood that we shall be under no obligation herein to grant any such extension), (b) the date of payment of a Final Payment Drawing (as defined below), (c) the date on which we receive a certificate from you on the form of Annex 7 attached hereto, appropriately completed and executed, to the effect that there are no Bonds Outstanding (as defined in the Indenture) other than Bonds secured by an Alternate Letter of Credit (as defined in the Indenture) or (d) the date when you surrender this

Letter of Credit to the Bank for cancellation. You agree to surrender this Letter of Credit to us, and not to make any Drawing, after the Expiration Date.

3. Subject to the provisions of this Letter of Credit, demands for payment under this Letter of Credit may be made by you from time to time prior to the Expiration Date by presentation of your certificate in the form of (a) **Annex 1** hereto, appropriately completed and executed, in the case of a drawing for interest on the Bonds under Section 5.04 of the Standard Provisions (an "**Interest Drawing**"), (b) **Annex 2** hereto, appropriately completed and executed, in the case of a drawing for principal of the Bonds under Section 5.05 (if less than all of the Outstanding Bonds are being redeemed) of the Standard Provisions (a "**Principal Drawing**"), (c) **Annex 3** hereto, appropriately completed and executed, in the case of a drawing for the purchase price of any Bonds under Section 4.04 of the Standard Provisions (a "**Liquidity Drawing**"), and (d) **Annex 4** hereto, appropriately completed and executed, in the case of a final drawing for principal of or interest on all Outstanding Bonds due upon purchase or redemption or at maturity under Sections 4.04 or 5.05 (if all of the Outstanding Bonds as defined in the Standard Provisions are being purchased or redeemed) of the Standard Provisions or upon acceleration of the Outstanding Bonds (as defined in the Standard Provisions) under Section 7.03 of the Standard Provisions (the "**Final Payment Drawing**") (each such demand and presentation, a "**Drawing**"). Payment against conforming documents presented under this Letter of Credit prior to 12:00 noon on any Business Day shall be made by us at or before 10:00 a.m. on the next succeeding Business Day or, in the case of presentation after 12:00 noon, at or before 3:00 p.m. on the next succeeding Business Day; provided, however, that with respect to a Liquidity Drawing, payment against conforming documents presented under this Letter of Credit prior to 11:00 a.m. on any Business Day shall be made by us at or before 3:00 p.m. on the same Business Day. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us, a wire transfer of immediately available funds or by our check, all in accordance with your instructions. Partial drawings are permitted under this Letter of Credit. All payments by us under this Letter of Credit will be made with our own funds.

4. As used in this Letter of Credit "**Business Day**" means any day other than (i) a Saturday or Sunday, (ii) a day on which commercial banking institutions in Pittsburgh, Pennsylvania or in any other city where either the principal corporate trust office of the Trustee or the office of the Bank at which drafts are to be presented under the Letter of Credit is located are required or authorized by law (including executive order) to close or on which any such office is closed for reasons not related to financial condition, or (iii) a day on which the New York Stock Exchange is closed.

5. Each Drawing honored by us under this Letter of Credit shall immediately reduce the Principal Component or the Interest Component (as the case may be) by the amount of such payment, and the Letter of Credit Amount available hereunder shall also be correspondingly reduced. Upon such honor, our obligations in respect of such Drawing shall be discharged, and we shall have no further obligation in respect of such Drawing. The Principal Component and the Interest Component (and correspondingly the Letter of Credit Amount) so reduced shall be reinstated only as follows:

(a) In the case of a reduction resulting from payment against an Interest Drawing, the Interest Component shall be reinstated automatically as of our opening of business in Pittsburgh, Pennsylvania on the tenth (10th) Business Day following the date of such payment by an amount equal to the amount of such Interest Drawing, unless you shall have received notice from us by tested telex or in writing not later than the close of business on the ninth (9th) Business Day following the date of such payment that such reinstatement shall not occur because either (i) an Event of Default has occurred under the Participation and Reimbursement Agreement dated as of _____ 1, 2006 between the Participating Bank and us, or (ii) we have received notice that an Event of Default has occurred under the Reimbursement Agreement dated as of _____ 1, 2006 between the Borrower and the Participating Bank.

(b) In the case of a reduction resulting from payment against a Liquidity Drawing with regard to any Bonds, the Principal Component and, if applicable, the Interest Component with respect to such Bonds shall be reinstated (i) automatically when and to the extent that both (A) we have received reimbursement for such drawing in immediately available funds and the Participating Bank has notified us that it has received reimbursement from the Borrower therefor (or you have received immediately available funds which, pursuant to Section 4.05 of the Standard Provisions, you will immediately remit to us as reimbursement for such drawing, such funds to be remitted to the attention of our Letter of Credit Department stating that they are repayments for Liquidity Drawings drawn under PNC Bank, National Association Irrevocable Letter of Credit No. LC# _____) and (B) you have delivered to us a certificate in respect of such reinstatement in the form of **Annex 5** attached hereto, appropriately completed and executed, or (ii) when and to the extent that we, at our option, upon the Participating Bank's request, otherwise advise you in writing that such reinstatement shall occur, it being understood that we shall have no obligation to grant any such reinstatement except as provided in clause (i) of this sentence. We will give telephonic confirmation (to be further confirmed in writing) to you of each reinstatement pursuant to clause (i) of the preceding sentence.

(c) The Principal Component and the Interest Component shall otherwise be reinstated as we may from time to time notify you in writing.

6. The Letter of Credit Amount and the respective Principal and Interest Components thereof shall be reduced automatically, without notice to you, upon our receipt from you of a certificate in the form of **Annex 6** attached hereto appropriately completed and executed, each such reduction to be (a) in the amounts necessary to reduce the Letter of Credit Amount and the Principal and Interest Components thereof to the respective amounts specified by you in such certificate and (b) effective on the Business Day on which we receive such certificate from you.

7. All documents presented to us in connection with any Drawing, and all other communications and notices to us with respect to this Letter of Credit, shall be in writing, dated the date of presentation, and delivered to us at the address set forth on the letterhead of this Letter of Credit and shall specifically refer to "PNC Bank, National Association Irrevocable Letter of Credit No. LC# _____." Any such documents, communications and notices may be made by tested telex at the number indicated above or by facsimile at (412) 705-0966 (with

transmission confirmed by call to telephone number (412) 762- 2798) stating that the originals of such documents, communications and notices have been mailed or delivered to us.

8. No person other than you as Trustee or a successor Trustee under the indenture may make any demand for payment under this Letter of Credit. This Letter of Credit is transferable in its entirety only to any transferee who has succeeded you as Trustee under the Indenture and may be successively transferred to any subsequent successor Trustee under the Indenture, in each case upon presentation to us of the original of this Letter of Credit accompanied by a certificate in the form of **Annex 8** hereto.

9. This Letter of Credit sets forth in full the terms of our undertaking, and this undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates, except only the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except such certificates. All certificates referred to herein that are presented to us from time to time shall become an integral part of this Letter of Credit and shall be binding on any transferee permitted by the terms of this Letter of Credit.

10. This Letter of Credit is subject to the provisions of the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500 (the "UCP") other than Article 48(g) thereof. This Letter of Credit shall be deemed a contract made under the laws of the Commonwealth of Pennsylvania and shall, as to matters not governed by the UCP, be governed and construed in accordance with the laws thereof, without regard to principles of conflicts of law.

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION

By _____
Authorized Officer

ANNEX 1 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Certificate for Interest Drawing of Accrued Interest on BOND TYPE
Development Revenue Bonds, 2006 Series X (PROJECT NAME Project) Issued by the
Pennsylvania Economic Development Financing Authority**

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies, with reference to Irrevocable Letter of Credit No. LC# _____ (the "**Letter of Credit**") issued by PNC Bank, National Association (the "**Bank**") in favor of the Trustee (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this certificate.

2. Pursuant to Section 5.05 of the Standard Provisions, the Trustee is drawing on you in the amount of \$ _____. Such amount represents _____ days accrued interest on the Bonds. Such amount does not include any amount accrued on Pledged Bonds (as defined in the Standard Provisions) or Bonds registered in the name of the Borrower, was computed in accordance with the terms and conditions of the Indenture and does not exceed the amount available to be drawn under the Letter of Credit in respect of interest on the Bonds.

3. The Trustee demands payment of the amount specified in Paragraph 2 above.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the ____ day of _____, ____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

ANNEX 2 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Certificate for Principal Drawing in Respect of Principal of BOND TYPE
Development Revenue Bonds, 2006 Series X (PROJECT NAME Project) Issued by the
Pennsylvania Economic Development Financing Authority**

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies, with reference to Irrevocable Letter of Credit No. LC#_____ (the "**Letter of Credit**") issued by PNC Bank, National Association (the "**Bank**") in favor of the Trustee (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this certificate.

2. Pursuant to Section 5.05 of the Standard Provisions, the Trustee is drawing on you in the amount of \$_____. Such amount represents payments of principal due with respect to the Bonds on _____, under Section _____ of the Standard Provisions. Such amount does not include any amount in respect of Pledged Bonds (as defined in the Standard Provisions) or any Bonds registered in the name of the Borrower, is equal to the amount of principal due on the Bonds on such date in accordance with the terms and conditions of the Indenture and does not exceed the amount available to be drawn under the Letter of Credit in respect of principal of the Bonds.

3. The Trustee demands payment of the amount specified in Paragraph 2 above.

IN WITNESS WHEREOF, the Trustee has executed and delivered this certificate this _____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

ANNEX 3 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Certificate for Liquidity Drawing in Respect of the Purchase Price on BOND
TYPE Development Revenue Bonds, 2006 Series X (PROJECT NAME Project) Issued by
the Pennsylvania Economic Development Financing Authority**

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies, with reference to Irrevocable Letter of Credit No. LC# _____ (the "**Letter of Credit**") issued by PNC Bank, National Association (the "**Bank**") in favor of the Trustee (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this certificate.

2. Pursuant to Section 4.04 of the Standard Provisions, the Trustee is drawing on you in the amount of \$_____. Such amount represents the principal portion in the amount of \$_____ and the accrued interest portion in the amount of \$_____ of the purchase price of Bonds, tendered to the Trustee and not successfully remarketed by the Remarketing Advisor (as defined in the Standard Provisions) or remarketed but for which the purchase price has not been received by the Trustee on the date hereof. Such amount does not include any amount in respect of Pledged Bonds (as defined in the Standard Provisions) or any Bonds registered in the name of the Borrower, was computed in accordance with the terms and conditions of the Indenture and does not exceed the amount available to be drawn under the Letter of Credit in respect of principal of, and interest on, such Bonds.

3. The Trustee is holding as agent for the Bank under the terms of the Pledge, Security and Indemnification Agreement dated as of _____, 2006 among the Borrower, the Participating Bank and the Bank, Bonds in the principal amount of \$_____, which amount represents the amount of the principal portion of the Bonds in respect of which a draw is being made on the Letter of Credit pursuant to this certificate.

4. The Trustee demands payment of the amount specified in Paragraph 2 above.

IN WITNESS WHEREOF, the Trustee has executed and delivered this
Certificate this _____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____

Name: _____

Title: _____

ANNEX 4 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

Certificate for Final Payment Drawing in Respect of Principal and Accrued Interest on BOND TYPE Development Revenue Bonds, 2006 Series X (PROJECT NAME Project) Issued by the Pennsylvania Economic Development Financing Authority

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies, with reference to Irrevocable Letter of Credit No. LC# _____ (the "**Letter of Credit**") issued by PNC Bank, National Association (the "**Bank**") in favor of the Trustee (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this certificate.

2. Pursuant to Section 4.04 or 5.05 of the Standard Provisions, the Trustee is drawing on you in the amount of \$ _____. Such amount represents an unpaid principal amount of \$ _____ and/or _____ days' accrued interest in the amount of \$ _____ due upon purchase (pursuant to a mandatory tender) or redemption or payment at maturity under Section _____ of the Indenture or upon acceleration of the Bonds under Section 7.03 of the Standard Provisions. Such amount does not include any amount in respect of Pledged Bonds (as defined in the Standard Provisions) or any Bonds registered in the name of the Borrower, was computed in accordance with the terms and conditions of the Indenture and does not exceed the amount available to be drawn under the Letter of Credit in respect of principal of, and interest on, the Bonds.

3. The Trustee demands payment of the amount specified in Paragraph 2 above.

4. The Letter of Credit is concurrently being surrendered.

IN WITNESS WHEREOF, the Trustee has executed and delivered this
Certificate this _____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

ANNEX 5 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

Liquidity Drawing Reinstatement Certificate for PNC Bank, National Association (the "Bank") Irrevocable Letter of Credit No. LC#_____ (the "Letter of Credit") Supporting BOND TYPE Development Revenue Bonds, 2006 Series X (PROJECT NAME Project) Issued by the Pennsylvania Economic Development Financing Authority

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies, with reference to the Letter of Credit issued by the Bank in favor of the Trustee (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this Certificate.

2. On the date of this Certificate \$_____ aggregate principal amount of Bonds are being purchased upon a remarketing thereof by the Remarketing Advisor (as defined in the Standard Provisions). All of such Bonds were heretofore purchased (or anticipated to be purchased) with the proceeds of one or more Liquidity Drawings in the total drawing amount, with respect to such Bonds, of \$_____, of which proceeds \$_____ was drawn in respect of principal of such Bonds and \$_____ was drawn in respect of accrued interest on such Bonds. Prior to the date of this Certificate there has been no reinstatement of the Letter of Credit Amount with respect to amounts drawn by such Liquidity Drawings to purchase such Bonds.

3. The Trustee has received for immediate payment (or repayment) to the Bank in respect of the Bonds described in Paragraph 2 of this Certificate the total amount of \$_____, consisting of \$_____ from the Remarketing Advisor, \$_____ from the Borrower and \$_____ from the Bank. Such total amount is being paid to the Bank with reference to this Letter of Credit pursuant to Section 4.04 or 4.05 of the Standard Provisions, as reimbursement for amounts drawn under the Letter of Credit by the Liquidity Drawings described in Paragraph 2 of this Certificate; provided that, unless such reimbursement is being made on the same day that payment of such Liquidity Drawings was received by the Trustee from the Bank, the Bonds described in Paragraph 2 of this Certificate will be released for remarketing and such payment to the Bank will be made only upon receipt of telephonic confirmation by the Bank of the reinstatement described in Paragraph 6 below to the Trustee at

(215) 988-1331, Attention: Marvin Kierstead (which confirmation shall thereafter be sent in writing to the Trustee at its address on file with you).

4. Of the total amount referred to in Paragraph 3 of this Certificate, \$_____ represents the aggregate principal amount of Bonds described in Paragraph 2 of this Certificate and \$_____ represents accrued interest on such Bonds.

5. Payment of the total amount referred to in Paragraph 3 of this Certificate, together with other amounts heretofore paid to the Bank by or on behalf of the Participating Bank, represents reimbursement for the entire outstanding balance of all amounts drawn in respect of the Bonds described in Paragraph 2 of this Certificate. The foregoing certification is made in reliance upon representations by the Borrower, the Participating Bank or the Bank to the Trustee that, upon payment of such amounts, the Bank will be fully reimbursed for all Liquidity Drawings (or allocable portions thereof) made to purchase such Bonds. No certification is made by the Trustee as to the payment of interest accrued pursuant to the Participation and Reimbursement Agreement described in the Letter of Credit on the amounts drawn by such Liquidity Drawings.

6. Pursuant to Paragraph 5(b) of the Letter of Credit, the Letter of Credit Amount shall be automatically reinstated by an amount equal to \$_____ (which does not exceed the aggregate amount of the Liquidity Drawings, or allocable portions thereof, paid by the Bank to purchase such Bonds), of which \$_____ (which does not exceed the aggregate amount of such Liquidity Drawings, or allocable portions thereof, drawn against the Principal Component) shall be applied to the Principal Component and \$_____ (which does not exceed the aggregate amount of such Liquidity Drawings, or allocable portions thereof, drawn against the Interest Component) shall be applied to the Interest Component.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate this ____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By _____
Name _____
Title _____

ANNEX 6 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Certificate for Reducing PNC Bank, National Association (the "Bank")
Irrevocable Letter of Credit No. LC#_____ (the "Letter of Credit") Supporting
BOND TYPE Development Revenue Bonds, 2006 Series X (PROJECT NAME Project)
Issued by the Pennsylvania Economic Development Financing Authority**

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit), that:

1. The Trustee is the Trustee under the Indenture securing the Bonds and is entitled to present this certificate.

2. The Trustee hereby notifies you that on or prior to the date of this certificate, \$_____ in principal amount of the Bonds have been redeemed, defeased or otherwise are no longer outstanding pursuant to the Indenture.

3. Pursuant to the terms of the Letter of Credit, the Bank is hereby directed to reduce the Letter of Credit Amount and the Principal and Interest Components thereof, effective on the Business Day on which you receive this certificate, so that after such reduction, the Letter of Credit Amount shall be \$_____, of which \$_____ shall be the Principal Component and \$_____ shall be the Interest Component, (calculated on the basis of 60 days' accrued interest at a rate of [18%] [15%] per annum), less the amount, if any, drawn with Liquidity Drawings to purchase Outstanding Bonds in respect of which the Letter of Credit has not been reinstated.

4. The foregoing amounts were computed in accordance with the terms and conditions of the Indenture.

IN WITNESS WHEREOF, the Trustee has executed and delivered this
Certificate this ____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____

Name: _____

Title: _____

ANNEX 7 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Certificate for Terminating PNC Bank, National Association (the "Bank")
Irrevocable Letter of Credit No. LC#_____ (the "Letter of Credit") Supporting
BOND TYPE Development Revenue Bonds, 2006 Series X (PROJECT NAME Project)
Issued by the Pennsylvania Economic Development Financing Authority**

The undersigned, a duly authorized officer of J. P. Morgan Trust Company, National Association, as Trustee (the "**Trustee**") under the Indenture under which the Bonds have been issued, hereby certifies (the capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit) that:

1. The Trustee is the Trustee under the Indenture for the holders of the Bonds.

2. Pursuant to the Indenture and the Letter of Credit, the Letter of Credit shall be terminated on the date the Bank receives this Certificate, and the Trustee is herewith surrendering the Letter of Credit for cancellation, because no Bonds remain outstanding other than Bonds secured by an Alternate Letter of Credit.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate this ____ day of _____, _____.

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

By: _____
Name: _____
Title: _____

ANNEX 8 to PNC Bank, National Association
Irrevocable Letter of Credit No. LC#

PNC Bank, National Association
Third Floor
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attention: Trade Service Operations

**Re: PNC Bank, National Association Irrevocable Letter of
Credit No. LC# _____**

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)

(Address)

all rights of the undersigned beneficiary to draw under the above Letter of Credit in its entirety. Said transferee has succeeded to the undersigned as Trustee under the Indenture which incorporated the Standard Provisions. The capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Letter of Credit.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised direct to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such Letter of Credit is returned herewith, and in accordance therewith we ask you to transfer the Letter of Credit to the transferee and forward it directly to the transferee with your customary notice of transfer, or that, at your option, you issue a new irrevocable letter of credit in favor of the transferee with provisions consistent with the Letter of Credit.

Very truly yours,

SIGNATURE AUTHENTICATED

J. P. MORGAN TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee

(Authorized Signature)

By _____
Title _____

EXHIBIT B

PLEDGE, SECURITY AND INDEMNIFICATION AGREEMENT

THIS PLEDGE, SECURITY AND INDEMNIFICATION AGREEMENT ("this Agreement"), dated as of _____ 1, 2006, is made by and among **BORROWER NAME CAPS** (the "**Borrower**"), **PNC BANK, NATIONAL ASSOCIATION** (the "**Bank**"), and **PARTICIPATING BANK NAME CAPS** (the "**Participating Bank**").

RECITALS

A. The Borrower has requested the Participating Bank to enter into a Participation and Reimbursement Agreement with the Bank, dated as of _____ 1, 2006 (the "**Participating Bank Agreement**"), pursuant to which the Bank has agreed to issue the Letter of Credit (as defined in the Participating Bank Agreement) to J. P. Morgan Trust Company, National Association, as Trustee, for the account of the Participating Bank and for the benefit of the Borrower in order to support certain payments with respect to the Bonds described in the Participating Bank Agreement issued for the benefit of the Borrower (the "**Bonds**").

B. It is a condition precedent under the Participating Bank Agreement to the obligation of the Bank to issue the Letter of Credit and for the Participating Bank to enter into the Participating Bank Agreement that the Borrower shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to issue the Letter of Credit and to induce the Participating Bank to enter into the Participating Bank Agreement and for other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. Defined Terms. Terms defined in the Participating Bank Agreement shall have the same meanings when used in this Agreement, and the rules of interpretation set forth in Sections 1.02 and 1.03 of the Participating Bank Agreement shall apply to this Agreement.

Section 2. Pledge. The Borrower pledges, assigns, transfers, hypothecates and delivers to the Bank and the Participating Bank, as their interests appear herein, all its right, title and interest in and to the Pledged Bonds and grants to the Bank a first priority lien upon and security interest in, and to the Participating Bank a second priority lien upon and security interest in, the Pledged Bonds as the same may be from time to time delivered to the Trustee as agent for the Bank and/or the Participating Bank and in all proceeds of such Pledged Bonds and, subject to the prior rights of the holders of the Bonds, all of the Borrower's rights, title and interest in and to all funds and investments thereof and all other property now or hereafter held by the Trustee under the Indenture (collectively, the "**Collateral**"), all as collateral security for the prompt and complete payment when due of all amounts due from the Participating Bank to the Bank under or in respect of the Participating Bank Agreement, and from the Borrower to the Participating Bank under the Reimbursement Agreement (collectively, the "**Obligations**"). The Borrower hereby

consents to the Trustee acting as the agent of the Bank and/or the Participating Bank for the purpose of perfecting the lien and security interest of this Agreement and of holding the Collateral for the benefit of the Bank and the Participating Bank pursuant to the Indenture.

Section 3. Payments on the Bonds. If, while this Agreement is in effect, the Borrower shall become entitled to receive or shall receive any interest or other payment in respect of the Pledged Bonds, the Trustee will hold the same in trust on behalf of the Bank and the Participating Bank and deliver the same forthwith to the Bank or, upon notice from the Bank, which notice the Bank agrees to give so long as no event of default exists under the Participating Bank Agreement, to the Participating Bank. The Borrower hereby authorizes the Trustee to hold and receive on the Bank's and/or Participating Bank's behalf and to deliver forthwith to the Bank or upon such notice from the Bank, to the Participating Bank, any payment received by it in respect of the Pledged Bonds (including the proceeds of any remarketing of the Pledged Bonds). All such payments in respect of the Pledged Bonds which are paid to the Bank or the Participating Bank shall be credited against the Obligations in accordance with the terms of the Participating Bank Agreement and the Reimbursement Agreement.

Section 4. Release of Pledged Bonds. Neither the Bank nor the Participating Bank, as the case may be, shall release from the lien and security interest of this Agreement any Pledged Bonds that are being remarketed pursuant to Section 4.05 of the Indenture or that are to be delivered to the Trustee, unless the Bank or the Participating Bank, as the case may be, by wire transfer, has been or is being reimbursed in respect of the principal and, if applicable, interest amounts of the Liquidity Drawing related to the purchase of such Pledged Bonds in a manner which will permit the reinstatement of the Principal Component and Interest Component in respect of such Pledged Bonds in accordance with the terms of the Letter of Credit.

Section 5. Representations and Warranties. The Borrower represents and warrants that: **(a)** on the date of delivery of the Pledged Bonds to the Bank, no other Person (other than the Participating Bank which has a subordinated lien on the Pledged Bonds) shall have any right, title or interest in and to the Pledged Bonds; **(b)** the Borrower has, and on the date of delivery of any of the Pledged Bonds hereunder will have, full power, authority and legal right to pledge all of its right, title and interest in and to the Pledged Bonds pursuant to this Agreement; **(c)** the pledge, assignment and delivery of the Pledged Bonds pursuant to this Agreement will create a valid first lien and security interest on, and a first perfected security interest in, all right, title and interest of the Borrower in and to the Pledged Bonds and the proceeds thereof, subject to no prior lien and security interest on the property or assets of the Borrower which would include the Pledged Bonds; and **(d)** the Borrower makes each of the representations and warranties in the Loan Agreement and Related Documents to and for the benefit of the Bank and the Participating Bank as if the same were set forth in full herein. Unless the Borrower shall have previously advised the Bank and the Participating Bank in writing that one or more of the above statements is no longer true, the Borrower shall be deemed to have represented and warranted to the Bank and the Participating Bank on each Drawing Date that the statements contained herein are true and correct.

Section 6. Rights of the Bank and the Participating Bank. Neither the Bank nor the Participating Bank shall be liable for any failure to collect or realize upon all or any part of

the Obligations or any collateral security (including the Collateral) or guarantee for the Obligations, or for any delay in so doing nor shall either the Bank or the Participating Bank be under any obligation to take any action whatsoever with regard to the Obligations or any such collateral security or guarantee. If an Event of Default has occurred and is continuing, the Bank may, or following payment to the Bank of all of the Obligations due to the Bank under the Participating Bank Agreement the Participating Bank may, without notice, exercise all rights, privileges or options pertaining to any Pledged Bonds as if it were the absolute owner of such Pledged Bonds (except, however, sell Pledged Bonds if either (a) the Principal Component and the Interest Component of the Letter of Credit have not been reinstated in accordance with its terms, or (b) it has not secured an acknowledgment from the purchaser of such Pledged Bonds that such Pledged Bonds are not secured by the Letter of Credit), upon such terms and conditions as it may determine, all without liability except to account for property actually received by it, but neither the Bank nor the Participating Bank shall have any duty to exercise any of those rights, privileges or options nor shall they be responsible for any failure to do so or delay in so doing.

Section 7. Remedies. In addition to their other rights and remedies under this Agreement, the Participating Bank Agreement, the Reimbursement Agreement and the Related Documents, the Bank and the Participating Bank shall have all of the rights and remedies of a secured party under the Pennsylvania Uniform Commercial Code or other applicable law with respect to the security interests created by this Agreement.

Section 8. Further Assurances. The Borrower agrees that at any time and from time to time upon the written request of the Bank or the Participating Bank, the Borrower will execute and deliver such further documents and do such further acts and things as the Bank and/or the Participating Bank may reasonably request in order to effect the purposes of this Agreement.

Section 9. Indemnification. In consideration for the Bank's issuance of the Letter of Credit and the Participating Bank's entering into the Participating Bank Agreement, to the fullest extent permitted by law, the Borrower agrees to indemnify and hold harmless the Bank and the Participating Bank and their respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which such indemnified party may incur (or which may be claimed against such indemnified party by any Person) by reason of (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Composite Official Statement or the omission or alleged omission to state in the Composite Official Statement a material fact necessary to make such statements, with respect to information furnished in writing by the Borrower expressly for use in the Composite Official Statement, all in the light of the circumstances under which they are or were made, not misleading with respect to the Bonds, or the Composite Official Statement; (b) the issuance, sale or delivery of the Bonds; (c) the use of the proceeds of the Bonds or any Drawing; or (d) in connection with the execution and delivery or transfer of, or payment or failure to pay under, the Letter of Credit; provided, however, that the Borrower shall not be required to indemnify the Bank or the Participating Bank for any claims, damages, losses, liabilities, costs, or expenses to the extent, but only to the extent, (i) caused by the willful misconduct or gross negligence of the Bank or the Participating Bank in performing their respective obligations under this Agreement and the Letter of Credit or (ii) incurred by reason of

any untrue or misleading statement contained, or any omission to state any material fact, in information furnished in writing by the Bank expressly for use in the Composite Official Statement . The Borrower, upon demand by any party indemnified or intended to be indemnified pursuant to this Section 9 at any time, shall reimburse such party for any reasonable legal or other expenses incurred in connection with investigating or defending against any of the foregoing. If any action, suit or proceeding arising from any of the foregoing is brought against any party indemnified or intended to be indemnified pursuant to this Section 9, the Borrower, to the extent determined by such party as necessary or advisable in order to protect the rights of such party in connection with such action, suit or proceeding, will resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Borrower (which counsel shall be satisfactory to such party); provided, however, that the Borrower shall not be required to settle any such action without its consent, which consent shall not be unreasonably withheld.

Section 10. Notices. All notices, requests and other communications to any party hereunder shall be in writing, unless otherwise specified, and shall be given to such party, addressed to it, at its address or facsimile number set forth below or such other address or facsimile number as such party may specify for the purpose by notice to the other parties. Each such notice, request or communication shall be effective **(a)** if given by facsimile, when such facsimile is transmitted to the facsimile number specified below, **(b)** if given by mail five (5) days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or **(c)** if given by any other means, when delivered at the address specified below:

Party

Address

Bank:

PNC Bank, National Association

One PNC Plaza
249 Fifth Avenue
Pittsburgh, PA 15222-2707

Attention: Public Finance Group

Telephone: (412) 762-2204

Facsimile: (412) 762-2784

Participating Bank:
PARTICIPATING BANK NAME

Attn: _____

Telephone: (____) ____-____

Facsimile: (____) ____-____

Borrower:

BORROWER NAME

Attn: _____

Telephone: (____) ____-____

Facsimile: (____) ____-____

Trustee:

**J. P. Morgan Trust Company,
National Association, as Trustee**

One Liberty Place, 52nd Floor

1650 Market Street, Suite 5210

Philadelphia, PA 19103

Attention: Institutional Trust Services

Telephone: (215) 988-1331

Facsimile: (215) 972-8372

Section 11. Amendments and Waivers. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Borrower from any such provision shall in any event be effective unless the same shall be in writing and signed by the Bank and the Participating Bank. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 12. No Waiver; Remedies. No failure on the part of the Bank or the Participating Bank to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right nor shall any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law or available in equity.

Section 13. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions of this Agreement or affecting any validity, enforceability or legality of such provision in any other jurisdiction.

Section 14. Headings. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 15. Counterparts. This Agreement may be signed by any number of counterpart copies, but all such copies shall constitute one and the same instrument.

Section 16. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Bank and will be deemed to be made in the State. This Agreement will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State, excluding its conflict of laws rules. The Borrower hereby agrees to the jurisdiction of any state or federal court located within the county where the Bank's office indicated above is situated, or such other venue as the Bank chooses, and consents that all service of process be sent by nationally recognized overnight courier service directed to the Borrower at the Borrower's address set forth herein for notices and service so made will be deemed to be completed on the Business Day after deposit with such courier; provided that nothing contained in this Agreement will prevent the Bank from bringing any action or exercising any rights against any security or against the Borrower individually, or against any property of the Borrower within any other state or nation to enforce any award or judgment obtained in the venue provided above, or such other venue as the Bank chooses. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

Section 17. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OF THE OTHER RELATED DOCUMENTS OR ANY OF THE TRANSACTIONS RELATED TO ANY OF THE RELATED DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES HERETO AND THEY ACKNOWLEDGE THAT NO PERSON ACTING ON THEIR BEHALF HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE MEANING OF THIS WAIVER PROVISION.

WITNESS the due execution hereof on the day and year first above written, intending to be legally bound.

ATTEST/WITNESS:

BORROWER NAME CAPS

By _____

Title _____

PARTICIPATING BANK NAME CAPS

PNC BANK, NATIONAL ASSOCIATION

By _____

Title _____

By _____

Title _____