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PLEASE REPLY TO: BIRMINGHAM

October 25, 2002

The Bank of New York,
as Trustee
Birmingham, Alabama

**Re: Jefferson County, Alabama – Escrow Fund for Certain
Series 1997-D, Series 1999-A and Series 2001-A Warrants**

Dear Sirs:

We understand that, on the date hereof, Jefferson County, Alabama (the "County"), and The Bank of New York, as Escrow Trustee (the "Escrow Trustee"), will enter into an Escrow Trust Agreement dated as of October 1, 2002 (the "Escrow Trust Agreement"), in order to provide for the payment and redemption of certain of the County's Sewer Revenue Warrants, Series 1997-D, dated March 1, 1997 (the "Series 1997-D Warrants"), certain of the County's Sewer Revenue Capital Improvement Warrants, Series 1999-A, dated March 1, 1999 (the "Series 1999-A Warrants"), and certain of the County's Sewer Revenue Capital Improvement Warrants, Series 2001-A, dated March 1, 2001 (the "Series 2001-A Warrants"). In particular, under the Escrow Trust Agreement, the County will make provision for the payment and redemption of (i) the Series 1997-D Warrants that have a stated maturity date of February 1, 2027, and \$28,000,000 principal amount of the Series 1997-D Warrants that have a stated maturity date of February 1, 2022 (together, the "Refunded Series 1997-D Warrants"), (ii) the Series 1999-A Warrants that have a stated maturity date of February 1, 2036, and the Series 1999-A Warrants that have a stated maturity date of February 1, 2038 (together, the "Refunded Series 1999-A Warrants"), and (iii) the Series 2001-A Warrants that have a stated maturity date of February 1, 2040, and \$7,655,000 principal amount of the Series 2001-A Warrants that have a stated maturity date of February 1, 2031 (together, the "Refunded Series 2001-A Warrants"), by creating for that purpose an irrevocable trust fund sufficient to provide for the payment, when due, of the interest on the Refunded Series 1997-D Warrants, the Refunded

Series 1999-A Warrants and the Refunded Series 2001-A Warrants (together, the "Refunded Warrants") until their respective redemption dates, for the redemption and retirement on February 1, 2007, of the Refunded Series 1997-D Warrants, for the redemption and retirement on February 1, 2009, of the Refunded Series 1999-A Warrants, and for the redemption and retirement on February 1, 2011, of the Refunded Series 2001-A Warrants, which said trust fund shall consist of United States Treasury securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient to provide for the payment and redemption of the Refunded Warrants as aforesaid. In the case of the Series 1997-D Warrants that have a stated maturity date of February 1, 2022, and the Series 2001-A Warrants that have a stated maturity date of February 1, 2031, we understand that separate CUSIP numbers will be obtained to identify those of such warrants that are to be paid and redeemed with moneys in said trust fund, as distinguished from those of such warrants that are not to be so paid and redeemed. Only those of the warrants referred to in the preceding sentence that are assigned a CUSIP number indicating that they are to be paid and redeemed from said trust fund are included within the "Refunded Warrants," as such term is used herein.

In connection with the matters addressed herein, we have examined and are familiar with the following:

- (a) an executed counterpart of the Trust Indenture dated as of February 1, 1997 (the "Original Indenture"), between the County and The Bank of New York (as successor to AmSouth Bank of Alabama), as trustee (the "Trustee");
- (b) an executed counterpart of the Sixth Supplemental Indenture dated as of October 1, 2002, between the County and the Trustee;
- (c) an executed counterpart of the Escrow Trust Agreement;
- (d) a certified copy of a resolution adopted by the governing body of the County on October 23, 2002, which, among other things, provided for the redemption of the Refunded Warrants;
- (e) the verification report of The Arbitrage Group, Inc., dated October 25, 2002, respecting the trust fund established under the Escrow Trust Agreement; and
- (f) such matters of law and such other documents and information as we believe necessary to enable us to render the opinions hereinafter expressed.


Based upon the foregoing (and assuming the funding of the trust fund created under the Escrow Trust Agreement in accordance with the terms thereof), we are of the following opinion:

(1) the Escrow Trust Agreement has been duly authorized, executed and delivered on behalf of the County and, assuming the due authorization, execution and delivery of the Escrow Trust Agreement by, and the binding effect of the same upon, the Escrow Trustee, is valid and binding upon the County and is legally enforceable in accordance with its terms, except to the extent that the enforceability of such agreement may be limited by (i) bankruptcy, insolvency, reorganization and other similar laws affecting the enforcement of creditors' rights generally, or (ii) equity principles and proceedings; and

(2) the execution and effectuation of the Escrow Trust Agreement and the trust fund created thereunder (a) will result in all of the Refunded Warrants being deemed to have been paid within the meaning of the Original Indenture, as supplemented and amended, and (b) will not cause the interest on any of the Refunded Warrants to become includible in gross income for purposes of federal income taxation.

Very truly yours,

HASKELL SLAUGHTER YOUNG
& REDIKER, L.L.C.

By 
Mark Ezell