

RECORDATION NO. 25155-C FILED

AUG 19 04 10-39 AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

August 19, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption, dated as of August 19, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Bill of Sale which is being filed with the Board under Recordation Number _____-B.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Rail Leasing IV L.P.
2525 Stemmons Freeway
Dallas, Texas 75207

Assignee: TRLIV 2004-1A Railcar Statutory Trust
c/o U.S. Bank Trust National Association
225 Asylum Street
23rd Floor
Hartford, Connecticut 06103

Mr. Vernon A. Williams
August 19, 2004
Page 2

A description of the railroad equipment covered by the enclosed document
is:

AMTX 10001 – AMTX 10195
CEMX 11301 – CEMX 11537
COEX 10001 – COEX 10065
TILX 16280 – TILX 16316
TILX 20111 – TILX 20126
TILX 32272 – TILX 32290
TILX 35001 – TILX 35200
TILX 100375 – TILX 100424
TILX 150460 – TILX 150832
TILX 190398 – TILX 190984
TILX 250483 – TILX 250533
TILX 290389 – TILX 290477
TILX 302300 – TILX 302567
TILX 400634 – TILX 400658
TILX 635377 – TILX 636157
TIMX 201176 – TIMX 201177

A short summary of the document to appear in the index is:

Assignment and Assumption.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosure

RECORDATION NO.

25155 C
FILED

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ASSIGNMENT AND ASSUMPTION

SURFACE TRANSPORTATION BOARD

TRINITY RAIL LEASING IV LP., a Texas limited partnership (the "Assignor"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, hereby transfers, assigns and otherwise conveys and grants to TRLIV 2004-1A Railcar Statutory Trust, a Connecticut statutory trust (the "Owner Trust"), acting through U.S. Bank Trust National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as Owner Trustee (the "Owner Trustee"), under the Trust Agreement (TRLIV 2004-1A), dated as of August 19, 2004, by and between the Owner Trustee (in such capacity) and The Fifth Third Leasing Company, an Ohio corporation (the "Owner Participant"), all of its right, title and interest in and to the Existing Equipment Subleases set forth on Schedule I hereto and any and all income and proceeds thereof arising on and after the date hereof. This assignment is made pursuant to the Participation Agreement (TRLIV 2004-1A), dated as of August 19, 2004 (the "Participation Agreement"), by and among the Assignor, Trinity Rail Leasing Trust II, a Delaware statutory trust, Trinity Industries Leasing Company, a Delaware corporation, Trinity Industries, Inc., a Delaware corporation, the Owner Trust, the Owner Trustee, the Owner Participant, Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity except as expressly provided therein but solely as pass through trustee under the Pass Through Trust Agreement, and as trustee under the Indenture, and Ambac Assurance Corporation, as Policy Provider.

The Assignor hereby warrants to the Owner Trust and its successors and assigns that at the time of assignment of the Existing Equipment Subleases, the Assignor has legal and beneficial title thereto and good and lawful right to assign such Existing Equipment Subleases free and clear of all Liens (other than subleases of the Existing Equipment Subleases by the Sublessees as expressly permitted by the Existing Equipment Subleases and other than Permitted Liens of the type described in clauses (ii), (iii), (iv) and (v) of the definition thereof), and the Assignor covenants that it will defend forever such title to the Existing Equipment Subleases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the assignment of the Existing Equipment Subleases by the Assignor hereunder. Notwithstanding the provisions above and its and the Owner Trust's intent that the Assignor transfer, assign and otherwise convey and grant to the Owner Trust all right, title and interest of the Assignor in the Existing Equipment Subleases, as a precaution only, in the event of any challenge to this Assignment and Assumption as being in the nature of an absolute assignment rather than a financing, the Seller hereby also grants the Owner Trust a security interest in the Existing Equipment Subleases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Participation Agreement provide that this Assignment and Assumption is other than a transfer, assignment and otherwise conveyance and grant to the Owner Trust of all right, title and interest of the Assignor in the Existing Equipment Subleases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in Appendix A to the Equipment Lease Agreement (TRLIV 2004-1A), dated as of August 19, 2004, between the Assignor, as Lessee, and the Owner Trust, as Lessor.

CHI:1395651.4

TRLIV 2004-1A Assignment and Assumption

The Owner Trust hereby assumes, and agrees it is unconditionally bound in respect of, as of the Closing Date, all duties and obligations of the Assignor under the Existing Equipment Subleases.

This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York, including, without limitation, Section 5-1401 of the New York General Obligations Law.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and assigns as permitted by and in accordance with the terms hereof. Except as expressly provided herein or in the other Operative Agreements, no party hereto may assign their interests herein without the consent of the parties hereto.

The Assignor will duly execute and deliver to the Owner Trust such further documents and assurances and take such further action as the Owner Trust may from time to time reasonably request or as may be required by applicable law or regulation in order to effectively carry out the intent and purpose of this Assignment and Assumption and to establish and protect the rights and remedies created or intended to be created in favor of the Owner Trust hereunder, including, without limitation, the execution and delivery of supplements or amendments hereto, in recordable form.

* * *

IN WITNESS WHEREOF, the Assignor has caused this instrument to be
executed on the 19 day of August, 2004.

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: 
Name: Eric Marchetto
Title: Vice President

**TRLIV 2004-1A RAILCAR STATUTORY
TRUST**

By: U.S. Bank Trust National Association
its Owner Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on the 19 day of August, 2004.

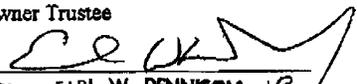
TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC,
its General Partner

By: _____
Name: Eric Marchetto
Title: Vice President

**TRLIV 2004-1A RAILCAR STATUTORY
TRUST**

By: U.S. Bank Trust National Association
its Owner Trustee

By: 
Name: EARL W. DENNISON JR.
Title: VICE PRESIDENT

STATE OF IL }
COUNTY OF COOK }

SS:

On this 19th day of August, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP IV, LLC, General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partner by said limited liability company as general partner of Trinity Rail Leasing IV L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Michelle Kallick
Notary Public

My Commission Expires:

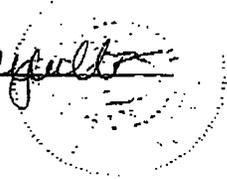
8.27.05



STATE OF MASSACHUSETTS }
COUNTY OF SUFFOLK }

SS:

On this 19th day of August, 2004, before me personally appeared EARL W. DENNISON JR. to me personally known, who being duly sworn, stated that he/she is VICE PRESIDENT of U.S. Bank Trust National Association, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of the TRLIV 2003-1A Railcar Statutory Trust by authority of its board of directors or equivalent governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maura J. Asplund
Notary Public 

My Commission Expires:

9-9-05

Schedule I

Participation Agreement Pool A

List of Existing Equipment Subleases

Existing Equipment Subleases

Ten (10) units identified with marks TILX 32272, 32276, 32278-32279, 32281, 32284, and 32287-32290 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated August 13, 2003, between TILC and Boral Material Technologies.

Ten (10) units identified with marks TILX 32265-32271 and 32273-32275 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 3, 2003, between TILC and Lone Star Industries, Inc.

Fifteen (15) units identified with marks TILX 636143-636157 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 5, 2004, between TILC and Adkins Energy LLC.

Eighteen (18) units identified with marks TILX 635400-635402, 635404, 635412, 635377-635382, 635407, 635416, 635419-635421, and 635398-635399 leased pursuant to Riders One (1), Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated November 13, 2002, between TILC and Commodity Specialists Company.

Forty (40) units identified with marks TILX 636063-636102 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 5, 2004, between TILC and Lincolnland Agri-Energy LLC.

Twenty-two (22) units identified with marks TILX 636018-636039 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated May 10, 2004, between TILC and United Bio Energy Ingredients LLC.

Seventy-five (75) units identified with marks TILX 150783-150832 and 150560-150584 leased pursuant to Riders Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated April 9, 2001, between TILC and International Commodities Export Corporation.

One hundred seven (107) units identified with marks TILX 150460-150509 and 150610-150666 leased pursuant to Riders One (1) and Two (2) to that certain Railroad Car Lease Agreement, dated August 26, 2003, between TILC and IMC Phosphates Co.

Thirty (30) units identified with marks TILX 150723-150752 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated March 1, 1991, between TILC and Koch Sulfur Products Company.

Thirty-seven (37) units identified with marks TILX 16280-16316 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated January 16, 2001, between TILC and OMYA, Inc.

Five (5) units identified with marks TILX 290413-290417 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated October 24, 2001, between TILC and BioProducts, Inc.

Fifty-two (52) units identified with marks TILX 302300-302326 and 302355-302379 leased pursuant to Riders Six (6) and Seven (7) to that certain Railroad Car Lease Agreement, dated September 23, 2002, between TILC and The Premcor Refining Group, Inc.

Fifty (50) units identified with marks TILX 100375-100424 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement, dated September 14, 1987, between TILC and Rhodia, Inc.

Fourteen (14) units identified with marks TILX 302460-302463, 302467-302471, and 302539-302543 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement, dated January 1, 2001, between TILC and Nova Chemicals Corporation.

Twenty-six (26) units identified with marks TILX 302472-302497 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 1, 2004, between TILC and SemStream LP.

Twenty-five (25) units identified with marks TILX 302405-302428 and 302453 leased pursuant to Rider Eight (8) to that certain Railroad Car Lease Agreement, dated September 23, 2002, between TILC and Williams Power Company, Inc.

Twenty-eight (28) units identified with marks TILX 20111-20126, 400642-400648, 400652-400654, 400656, and 400658 leased pursuant to Riders Six (6) and Seven (7) to that certain Railroad Car Lease Agreement, dated June 8, 2000, between TILC and The BOC Group, Inc.

Two (2) units identified with marks TILX 400634-400635 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated December 5, 2000, between TILC and American Dry Ice Corporation.

Seventy-four (74) units identified with marks TILX 190461-190522, 190743-190745, and 190822-190830 leased pursuant to Riders Three (3) and Four (4) to that certain Railroad Car Lease Agreement, dated April 25, 2001, between TILC and Renewable Products Marketing Group LLC.

Sixty (60) units identified with marks TILX 190686-190717, 190747-190748, 190750-190753, 190756, 190760, 190764-190767, 190769, 190771-190772, 190777, 190779-190784, 190786, and 190788-190792 leased pursuant to Rider Five (5) to that certain

Railroad Car Lease Agreement, dated June 18, 2001, between TILC and Ethanol Products LLC.

Five (5) units identified with marks TILX 290423-290427 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated October 22, 2003, between TILC and Abengoa Bioenergy Corporation.

Thirty-eight (38) units identified with marks TILX 290433-290447, 190398, 190402-190405, 190411-190414, 190417, and 250483-250495 leased pursuant to Riders Forty-Two (42), Forty-Four (44) and Forty-Five (45) to that certain Railroad Car Lease Agreement, dated May 17, 1979, between TILC and Cargill, Inc.

Three (3) units identified with marks TILX 290389, 290399, and 290402 leased pursuant to Rider Three (3) to that certain Railroad Car Lease Agreement, dated October 13, 1994, between TILC and Murex, Inc.

Twenty (20) units identified with marks TILX 290463-290477 and 270039-270043 leased pursuant to Riders Nine (9) and Ten (10) to that certain Railroad Car Lease Agreement, dated December 9, 1987, between TILC and National Starch & Chemical Corporation.

Two hundred (200) units identified with marks TILX 35001-35200 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated March 12, 2003, between TILC and Commercial Metals Company.

One hundred twenty-four (124) units identified with marks CEMX 11301-11311, 11323-11349, 11526-11537, 11376-11412, and 11451-11487 leased pursuant to Riders Five (5), Six (6), Seven (7) and Eight (8) to that certain Railroad Car Lease Agreement, dated February 8, 2000, between TILC and Cemex, Inc.

Two (2) units identified with marks TIMX 201176-201177 leased pursuant to Rider Four (4) to that certain Railroad Car Lease Agreement, dated March 4, 2003, between TILC and Air Liquide America, L.P.

One hundred thirty (130) units identified with marks AMTX 10001-10065 and 10131-10195 leased pursuant to Riders Two (2) and Three (3) to that certain Railroad Car Lease Agreement, dated February 28, 2003, between TILC and Tuco, Inc.

Sixty-five (65) units identified with marks COEH 10001-10065 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated February 19, 2004, between TILC and Ohio Valley Electric Corporation.

Thirteen (13) units identified with marks TILX 302555-302567 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated January 1, 2001, between TILC and Nova Chemical (Canada) Ltd.

Sixty-four (64) units identified with marks TILX 190844-190872 and 190902-190936 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated March 23, 2004, between TILC and Musket Corporation.

Thirty-eight (38) units identified with marks TILX 250496-250533 leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement, dated December 4, 2002, between TILC and Bunge North America, Inc.

Thirteen (13) units identified with marks TILX 190972-190984 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement, dated June 28, 2004, between TILC and Tesoro Refining & Marketing Company.

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND SUPPLEMENT NO. 1
(TRLIV 2004-1A)

This Memorandum of Equipment Lease Agreement and Supplement No. 1 is made and entered by and between TRLIV 2004-1A Railcar Statutory Trust (hereinafter referred to as "Lessor") and Trinity Rail Leasing IV L.P. (hereinafter referred to as "Lessee"), respecting that certain Equipment Lease Agreement (TRLIV 2004-1A), dated as of August 19, 2004, between Lessor and Lessee (as supplemented, the "Equipment Lease") and that certain Equipment Lease Supplement No. 1 (TRLIV 2004-1A), dated as of August 19, 2004, between Lessor and Lessee (the "Equipment Lease Supplement").

Pursuant to the provisions of the Equipment Lease and the Equipment Lease Supplement, Lessor and Lessee hereby affirm and acknowledge that:

1. For good and valuable consideration, Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor certain railroad equipment bearing reporting marks and road numbers as listed on Exhibit A attached hereto, subject to the terms of Annex A to the Equipment Lease.

2. Lessor and Lessee further acknowledge and affirm that this Memorandum of Equipment Lease Agreement and Supplement No. 1 is not a summary of the Equipment Lease and the Equipment Lease Supplement nor a complete recitation of the terms and provisions thereof. Accordingly, Lessor and Lessee hereby agree that in the event of a conflict between this Memorandum of Equipment Lease Agreement and Supplement No. 1 and the provisions of the Equipment Lease and the Equipment Lease Supplement, the provisions of the Equipment Lease and the Equipment Lease Supplement shall control.

3. This Memorandum of Equipment Lease Agreement and Supplement No. 1 is prepared only for the public record and is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. Section 11301(a) and with the Register General of Canada pursuant to Section 105 of the Canada Transportation Act (Canada).

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Supplement No 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of August 19, 2004.

LESSOR:

TRLIV 2004-1A RAILCAR STATUTORY TRUST

By: U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee

By: 

Name: EARL W. DENNISON JR.

Title: VICE PRESIDENT

LESSEE:

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC, its General Partner

By: _____

Name: Eric Marchetto

Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate or limited partnership authority, has caused this Memorandum of Equipment Lease Agreement and Supplement No 1 to be duly executed in its corporate or limited partnership name by its officers or partners, thereunto duly authorized, all as of August 19, 2004.

LESSOR:

TRLIV 2004-1A RAILCAR STATUTORY TRUST

By: U.S. Bank Trust National Association, not in its individual capacity, but solely as Owner Trustee

By: _____

Name: _____

Title: _____

LESSEE:

TRINITY RAIL LEASING IV L.P.

By: TILX GP IV, LLC, its General Partner

By:  _____

Name: Eric Marchetto

Title: Vice President

STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

SS:

On this 16th day of August, 2004, before me personally appeared EARL W. DENNISON JR., to me personally known, who being duly sworn, stated that he/she is VICIR PRESIDENT of U.S. Bank Trust National Association, that said instrument was signed on behalf of said corporation, not in its individual capacity, but solely as trustee on behalf of the TRLIV 2004-1A Railcar Statutory Trust by authority of its board of directors or equivalent governing body, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maia J. Aquilino
Notary Public



My Commission Expires:

9-9-05

STATE OF IL)
COUNTY OF COOK)

SS:

On this 19th day of August, 2004, before me personally appeared Eric Marchetto, to me personally known, who being duly sworn, stated that he is Vice President of TILX GP IV, LLC, the General Partner of Trinity Rail Leasing IV L.P., that said instrument was signed on behalf of said limited partnership by said limited liability company as general partner of Trinity Rail Leasing IV L.P. by authority of its manager(s), and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership and limited liability company.

Michelle Kallick
Notary Public

My Commission Expires:
8/27/05



Exhibit A
Participation Agreement - Pool A
Description of Equipment and Designation of Functional Groups

Car Marks	Functional Group	Number of Units
TILX 32272, 32276, 32278-32279, 32281, 32284, 32287-32290	Cement	10
TILX 32265-32271, 32273-32275	Cement	10
TILX 636143-636157	Grain	15
TILX 635400-635402, 635404, 635412	Grain	5
TILX 635377-635382	Grain	6
TILX 635398-635399, 635407, 635416, 635419-635421	Grain	7
TILX 636063-636102	Grain	40
TILX 636018-636039	Grain	22
TILX 150783-150832	Tankcar Non-Pressure	50
TILX 150560-150584	Tankcar Non-Pressure	25
TILX 150460-150509	Tankcar Non-Pressure	50
TILX 150610-150666	Tankcar Non-Pressure	57
TILX 150723-150752	Tankcar Non-Pressure	30
TILX 16280-16316	Tankcar Non-Pressure	37
TILX 290413-290417	Tankcar Non-Pressure	5
TILX 302300-302326	Tankcar Pressure	27
TILX 302355-302379	Tankcar Pressure	25
TILX 100375-100424	Tankcar Non-Pressure	50
TILX 302460-302463, 302467-302471, 302539-302543	Tankcar Pressure	14
TILX 302472-302497	Tankcar Pressure	26
TILX 302405-302428, 302453	Tankcar Pressure	25
TILX 20111-20126	Tankcar Pressure	16
TILX 400634-400635	Tankcar Pressure	2
TILX 190461-190522	Tankcar Non-Pressure	62
TILX 190686-190717, 190747-190748, 190750-190753, 190756, 190760, 190764-190767, 190769, 190771-190772, 190777, 190779-190784, 190786, 190788-190792	Tankcar Non-Pressure	60
TILX 290423-290427	Tankcar Non-Pressure	5
TILX 290433-290447	Tankcar Non-Pressure	15
TILX 190398, 190402-190405, 190411-190414, 190417	Tankcar Non-Pressure	10
TILX 290389, 290399, 290402	Tankcar Non-Pressure	3
TILX 290463-290477	Tankcar Non-Pressure	15
TILX 270039-270043	Tankcar Non-Pressure	5
TILX 35001-35200	Mill-Gon	200
CEMX 11301-11311, 11323-11349	Cement	38
TIMX 201176-201177	Tankcar Pressure	2
AMTX 10001-10065	Coal	65
AMTX 10131-10195	Coal	65
COEH 10001-10065	Coal	65
TILX 302555-302567	Tankcar Pressure	13
TILX 190844-190872, 190902-190936	Tankcar Non-Pressure	64

Exhibit A

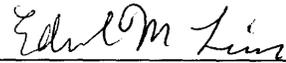
Participation Agreement - Pool A
Description of Equipment and Designation of Functional Groups

<u>Car Marks</u>	<u>Functional Group</u>	<u>Number of Units</u>
TILX 400642-400648, 400652-400654, 400656, 400658	Tankcar Pressure	12
TILX 190743-190745, 190822-190830	Tankcar Non-Pressure	12
TILX 250483-250495	Tankcar Non-Pressure	13
CEMX 11526-11537	Cement	12
CEMX 11376-11412	Cement	37
CEMX 11451-11487	Cement	37
TILX 250496-250533	Tankcar Non-Pressure	38
TILX 190972-190984	Tankcar Non-Pressure	13
		<hr/> 1,415

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: August 18, 2004



Edward M. Luria