

TRANSITION OPERATING AGREEMENT

THIS TRANSITION OPERATING AGREEMENT (this “Transition Agreement” or this “Agreement”) is executed and delivered effective as of _____, 2013, between The Harrisburg Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania (“Transferor”), and the Lancaster County Solid Waste Management Authority, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania (“Transferee”, and along with Transferor, the “Parties”).

RECITALS

A. Transferor and Transferee are parties to that certain Asset Purchase Agreement, dated as of August __, 2013, which provides for Transferor’s sale of certain assets to Transferee, as more fully described therein (the “Purchase Agreement”), the obligations of which the Parties acknowledge, ratify and confirm.

B. Transferor owns an eight hundred (800) ton per day, three (3) unit, mass burn, waste processing, electric generation and ash disposal facility located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania (as further described in Section 2.01(b) of the Purchase Agreement, the “Facility”).

C. The Facility consists of various assets including: (i) a facility that accepts MSW (as defined below) from public and private haulers; (ii) burners which incinerate the collected MSW and which generate steam (the “Mass Burn Facility”); (iii) a turbine which is powered by the steam to generate electricity for sale and associated electrical equipment (the “Electrical Plant”) and (iv) an ash landfill at which resulting ash is disposed or temporarily stored prior to shipment to other landfills (the “Ashfill”) and associated metal recovery and recycling operations.

D. The Facility is situated on an approximately fifty-nine and one-half (59.5) acre tract of Real Estate owned by Transferor, as more particularly described in the Purchase Agreement, which Real Estate, together with all improvements (excluding the Dauphin County Recycling Center) and all other real property interests of Transferor comprising the Facility, may be referred to herein as the “Real Property”.

E. Transferor accepts, processes and disposes of MSW, generates steam and electricity and undertakes associated operations and activities at the Facility (collectively the “MSW Services”). In furtherance of the implementation of a fiscal recovery plan (the “Recovery Plan”) for the City of Harrisburg developed by the Receiver for the City of Harrisburg, Transferor has as of this day sold, transferred and assigned, and Transferee has purchased, the assets relating to the MSW Services (including the Facility and the Real Property), pursuant to the terms and conditions set forth in the Purchase Agreement.

F. Transferor also provides sewer and water services to the City of Harrisburg and surrounding municipalities (the “Water/Sewer Services”). For the avoidance of doubt, and as set forth in the Purchase Agreement, Transferor is not conveying, and Transferee is not receiving, any assets of Transferor relating primarily to the Water/Sewer Services.

G. The Parties seek to reach agreement to allow transfer of the assets relating to the MSW Services (including the Facility and the Real Property) pursuant to the Purchase Agreement

prior to the transfer and/or reissuance of the permits set forth on Schedule A attached hereto (the “Facility Permits”), each of which pertain to and are required for lawful operation of the Facility.

H. Transferor is the entity that operated the Facility and held the Facility Permits on and prior to entering into the Purchase Agreement.

I. The Parties desire to enter into this Transition Agreement to address the additional time needed to secure all necessary consents from any Governmental Authority (as defined herein) to transfer or re-issue the Facility Permits after Closing under the Purchase Agreement.

J. Transferor and Transferee desire to have Transferee conduct, consistent with this Agreement, the day-to-day operations (the “Operations”) of the Facility during the Term of this Agreement.

K. The Parties do not intend Transferee’s activities to trigger “operator” status for Transferee under any applicable Laws (as defined herein) at the Facility and Transferor will continue to be responsible for compliance with Facility Permits to each Governmental Authority as the permittee under the Facility Permits during the Term of this Agreement.

L. The Parties desire to clarify their respective obligations and responsibilities related to the Facility’s Operations during the Term (as defined herein) of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Purchase Agreement, and the premises and the covenants set forth herein, the Parties hereby agree as follows:

ARTICLE 1 **GENERAL**

1.1 Capitalized Terms. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Purchase Agreement.

1.2 Term. The term of this Agreement shall begin on the date of Closing under the Purchase Agreement and shall continue until the earlier of (a) eighteen (18) months after the date of Closing under the Purchase Agreement, or (b) Transferee’s obtaining transfer or reissuance of all of the Facility Permits (the “Term”).

1.3 Duty To Consult and Cooperate; Communications With Governmental Authorities. The Parties shall cooperate with one another to achieve the purposes of this Agreement, provided that Transferor’s cooperation shall not result in any costs to Transferor except to the extent of any activities specifically required to be undertaken by Transferor in this Agreement. If, during the Term of this Agreement, either Party receives any notice or inquiry from a Governmental Authority with jurisdiction over Environmental Laws that relates in any way to the Facility, its Operations or the Facility Permits, or learns of an actual, alleged or potential violation of any Applicable Law or Facility Permit, it shall have a duty promptly to notify and consult with the other. Similarly, the Parties shall promptly advise each other of the necessity for any written communication to a Governmental Authority that relates in any way to the Facility, its Operations or the Facility Permits, or of any meeting with a Governmental Authority relating to the Facility Permits, their transfer or

reissuance; provided, however, this obligation shall not apply to Transferee's communication with a Governmental Authority in the ordinary course of business of the Facility. Prior to submittal of such written communication, the Parties shall consult with each other and attempt to reach consensus on the content of such written communications. If the consultation results in a dispute between the Parties, the dispute shall be raised to Transferor's Executive Director, Shannon Williams, and Transferee's Chief Executive Officer, Jim Warner, or their designees, who shall render a prompt decision with respect thereto, provided, however, that if a Government Authority requires notification or information before a dispute is resolved, Transferee may submit its response notwithstanding Transferor's objection. Nothing in this Section 1.3 or any consultations that occur shall limit Transferee's obligations under Section 4.1 hereof. Transferee shall provide to Transferor from time to time and also upon Transferor's reasonable request information relating to the Facility, its Operations and the Facility Permits to enable Transferor to comply with applicable Law, the Facility Permits and this Agreement, to be reasonably informed about the Facility Permits and to maintain its general business goodwill. Transferor will be given reasonable advance notice of and may attend any meeting relating to the Facility Permits, their transfer or reissuance, provided that its role will be limited to monitoring and ensuring progress towards reissuance or transfer of the Facility Permits and compliance with this Agreement. Transferee will timely provide to Transferor copies of any material submissions to a Governmental Authority relating to the Facility Permits, their reissuance or transfer, including without limitation applications and other documents relating to such reissuance and transfer, as well as all communications from the Governmental Authority relating thereto, as well as all substantive communications between Transferee and any Governmental Authority in the ordinary course of business relating to the Facility Permits, the Facility, the Real Property or the Operations.

ARTICLE 2

RIGHTS AND OBLIGATIONS OF TRANSFEREE DURING TERM

2.1 Conduct of Facility's Operations. Transferee shall conduct and be responsible for, consistent with this Agreement, the Operations of the Facility during the Term of this Agreement. Transferee shall cause all Operations and all other activities at the Facility and Real Property to be in full compliance with all applicable Laws and the Facility Permits.

2.2 Facility Permit Transfers. Transferee shall use due diligence to obtain transfer and/or reissuance of the Facility Permits, including but not limited to, preparing and submitting applications for the transfer or re-issuance of existing Facility Permits, fulfilling state compliance disclosure requirements, and posting necessary financial assurances, all as applicable. Transferee shall timely respond to all reasonable requests from Transferor as to the status of Transferee's efforts to have the existing Facility Permits transferred or new Permits issued.

2.3 Financial Benefit. For avoidance of any doubt, all financial, accounting or economic results from the conduct of the Facility's Operations that arise or accrue during the Term of this Agreement shall be for the account of Transferee and shall be reported as such by Transferee. Transferor shall not account for or report such financial accounting or economic results of the Facility's Operations.

2.4 Payment of Expenses and Costs. For avoidance of any doubt, during the Term of this Agreement, Transferee shall be responsible for and pay any and all expenses and costs of any type relating to compliance with and activities pursuant to and requirements of the Facility Permits, as well as to the Facility and Real Property and their operation, and the Operations, including without limitation (a) all ordinary and direct operating and maintenance expenses, including without limitation taxes, insurance, and costs associated with environmental regulatory compliance of the Facility, (b) all reasonable expenses for capital items and (c) any other sums required by any Law, rule or Governmental Authority.

2.5 Liabilities. For avoidance of any doubt, subject to and without waiver, modification or limitation of the provisions of the Purchase Agreement, Transferee assumes all responsibility for any and all liabilities relating to the Facility Permits, as well as to the Facility, the Operations, and the Real Property, and Transferor shall have no such responsibility or liabilities, arising after the date of Closing under the Purchase Agreement.

ARTICLE 3

RIGHTS AND OBLIGATIONS OF TRANSFEROR DURING TERM

3.1 Retention of Permittee Status. Until Transferee obtains all necessary Facility Permits Transferor shall continue as permittee subject to all of the obligations and retain all of the responsibilities as permittee under the Facility Permits. With respect to required financial assurance mechanisms, the following subsections shall apply:

a. Unless the Parties otherwise agree, the requirement under Section 6.08 of the Purchase Agreement that Transferor transfer cash from the Closure Funds to Transferee at Closing shall be satisfied by Transferor retaining the cash and the Closure Funds in their present status, or an alternative status reasonably acceptable to the Parties, to provide the required Ashfill and Facility closure bonds until the transfer or reissuance of the applicable Ashfill and Facility permits to Transferee and Department approval of release of the closure bonds under Transferor's permits, at which time cash from the Closure Funds shall be transferred to Transferee as provided in Section 6.08 of the Purchase Agreement. Transferor's retention of cash pursuant to the preceding sentence will be deemed to satisfy the transfer requirements of Sections 2.01(k) and 2.06(b) of the Purchase Agreement provided such cash is used pursuant to the terms of this Agreement, and shall not affect calculation of the Base Purchase Price Section 2.06 of the Purchase Agreement. To the extent cash Transferor retains pursuant to the preceding provisions of this Section 3.1(a) is not sufficient to satisfy the financial assurance requirements of the Facility Permits, and the Base Purchase Price is reduced pursuant to Section 6.08 of the Purchase Agreement, Transferee will add to Transferor's financial assurance an amount equal to the reduction in the Base Purchase Price to satisfy such requirements, which will be held on the same basis as the Transferor's Financial Assurance. To the extent that the amount of Transferor's financial assurance requirement increases during the Term of this Agreement, Transferee shall timely add to Transferor's financial assurance the amount of the increase to enable it to comply with such requirement, and such amount will be held on the same basis as Transferor's Financial Assurance. To the extent that the amount of Transferor's financial assurance requirement decreases during the Term of this Agreement, upon approval by the

Department, cash in the amount of the reduction shall be transferred to Transferor as provided in Section 6.08 of the Purchase Agreement. For the purpose of clarity, increases and decreases in the financial assurance requirements that occur after Closing shall not affect the Base Purchase Price. The Parties may enter into an ancillary agreement relating to such cash if they deem it desirable to do so.

b. Transferor and Transferee may agree on mutually acceptable means of satisfying the financial assurance requirements of the Facility Permits other than those set forth in Section 3.1(a) hereof, provided they are approved by the Department and are at no cost to Transferor. At such time as Transferor and Transferee agree upon such alternative which is mutually acceptable to them and the Department, cash shall be delivered to Transferee to the extent it is no longer needed for financial assurance pursuant to Section 3.1(a) hereof and otherwise would have been delivered to Transferee at Closing under the Purchase Agreement.

c. At such time as a Facility Permit is transferred or reissued to Transferee with its own financial assurance mechanism and the Department approves the release of the financial assurance required for a Transferor Facility Permit, any financial assurance provided by Transferee for such Transferor Facility Permit pursuant to Sections 3.1(a) or (b) hereof, including any cash retained by Transferor under Section 3.1(a) hereof, shall be released and/or returned to Transferee, except to the extent the Purchase Agreement directs that it would not be transferred to Buyer.

d. Transferee shall be responsible for any and all costs, expenses and financial obligations as may be incurred by or apply to Transferor in complying with the obligations and responsibilities associated with the Facility Permits, and shall promptly pay or reimburse such sums to Transferor or otherwise assume such obligations promptly upon request by Transferor. The costs, expenses and financial obligations Transferee shall be responsible for include, without limitation, any insurance requirements relating to the Facility, the Real Property, the Operations or the Facility Permits, as well as any and all costs of maintaining financial assurance for the Facility Permits such as costs related to letters of credit and maintaining bank accounts or bank escrow accounts.

Nothing in this Section 3.1 shall be interpreted as limiting Transferee's obligations under Sections 2.1 or 4.1 of this Agreement.

3.2 Duty To Cooperate In Transferring Facility Permits. Transferor shall reasonably cooperate, at no cost to itself except as set forth herein, with Transferee's efforts to secure the transfer or reissuance of the Facility Permits as provided in Section 2.2 of this Agreement, including, without limitation, attending meetings with Governmental Authorities when Transferee deems Transferor's attendance essential, and shall execute such documents as reasonably requested by Transferee in connection with Transferee's efforts to obtain such Facility Permits, provided Transferor incurs no liability by such execution beyond the liability already incurred or retained by Transferor pursuant to the Purchase Agreement. Except as required by applicable Law or Permit, and then only following a period of consultation with Transferee, Transferor shall not file any Permit application or knowingly take or cause any other act or omission related to the Facility or its Operations that causes a material change in Facility Permit terms or conditions.

3.3 Right To Inspect And Be Present. During the Term of this Agreement, Transferor shall be entitled to inspect and have reasonable access to the Facility at all times during normal business hours and upon notice received by Transferee not less than one (1) day prior to the date of such inspection and access.

3.4 Insurance. Transferor will maintain such insurance as may be required under the Facility Permits or Applicable Laws attributable to its status as permittee under the Facility Permits, the cost of which shall be borne by Transferee. To the extent possible, at its cost, Transferee shall cause Transferor to be named as an additional named insured (or if not possible to be named as additional named insured, then as additional insured) for any coverages Transferee maintains relating to the Facility Permits, the Facility, the Operations or the Real Property which are different coverage types or greater amounts of coverage than those Transferor maintains. The Parties will cooperate to provide the foregoing coverages as cost-effectively as possible. The Parties each will provide certificates evidencing such coverages as are provided for the upon placement of such coverages.

ARTICLE 4 **INDEMNITIES**

4.1 Indemnification of Transferor. Transferee shall indemnify, defend (with counsel reasonably acceptable to Transferor) and save Transferor harmless from and against any and all claims, damages, liabilities, losses, actions, suits, proceedings, demands, fines or penalties, assessments, adjustments, costs and expenses, including without limitation, reasonable attorneys' fees ("Claims") of any kind incurred or suffered by Transferor relating to any and all actions, omissions, activities and operations at the Facility or Real Property, or relating to the Operations or the Facility Permits, from and after the Closing (as such term is defined in the Purchase Agreement), as well as for any breach of any term or condition of this Agreement by Transferee. The provisions of this Section 4.1 supplement and do not limit in any way the protections, rights and indemnities provided to Transferor by Transferee under the Purchase Agreement.

4.2 Survival. The rights or obligations provided in this ARTICLE 4 shall survive the Term of this Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Definitions. Unless otherwise specifically defined herein, each capitalized term used herein shall have the same meaning assigned to such term in the Purchase Agreement:

"Department" means the Pennsylvania Department of Environmental Protection.

"Environmental Laws" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3003 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., and any analogous federal, state or local statute, law, regulation, or ordinance regarding the protection of public health or the environment, including without limitation the Pennsylvania Solid Waste Management Act, 35 P.S. §§ 6018.101 et

seq., the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act, 53 P.S. §§ 4000101 et seq. (“Act 101”), the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.1 et seq., the Pennsylvania Air Pollution Control Act, 35 P.S. §§ 4001, et seq., the Pennsylvania Storage Tank and Spill Prevention Act, 35 P. S. §§ 6021.101 et seq., the Susquehanna River Basin Compact, P.L. 91-575 (84 Stat. 1509 et seq.), any other statutes, laws, regulations or ordinances under which the Facility Permits have been issued or which otherwise regulate the operations of the Facility or at or on the Real Estate, and any and all other laws pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, all as such statutes, laws, regulations and ordinances are or may be amended from time to time.

“Governmental Authority” means the government of any nation, state, city, locality or other political subdivision of any thereof, any agency, entity or instrumentality exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, regulation or compliance, including any state or local public utility commission and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

“Laws” means any federal, state and local laws, statutes, ordinances, rules, regulations, codes (including any zoning, fire, or health and safety codes), governmental permits, orders, decrees or similar edicts enacted, adopted, issued or promulgated by, or any contract with, any Governmental Authority, including without limitation Environmental Laws.

“MSW” means (a) any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, (b) any sludge not meeting the definition of residual or hazardous waste in the Pennsylvania Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility and (c) leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material. MSW does not include recycled materials or composted materials, or truckloads composed primarily of leaves, garden residues, grass clippings, shrubbery and tree trimmings, and similar material.

“Permits” means all permits, grants, filings, notices of intent, exemptions, licenses, authorizations, registrations, franchises, consents, approvals and related applications of every kind from or with any federal, state, local or foreign Governmental Authority, including all permits issued by any Governmental Authority under or in connection with any Environmental Law.

5.2 Recitals. All recitals set forth in this Agreement are hereby incorporated by this reference into the terms of the Agreement.

5.3 Entire Agreement. Except for the Purchase Agreement, this Agreement is the final, complete and exclusive statement and expression of the agreement among the Parties with relation to its subject matter. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of, any prior or contemporaneous discussions, correspondence or oral or written agreements, understandings or contracts of any kind.

5.4 Amendment and Modification. This Agreement may be modified or amended only by a written instrument executed by both Parties.

5.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the prior written consent of the other.

5.6 Severability. In case any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. Should the Agreement as a whole be found invalid or not to permit Transferee or Transferor to undertake the activities contemplated by this Agreement, the Parties shall promptly confer and agree in writing upon such alternative activities and arrangements as alleviate or satisfactorily address the offending conditions and which achieve the goals and purposes of this Agreement.

5.7 Additional Insured. Transferee shall add Transferor as an additional insured on all insurance policies it maintains covering the Facility, the Real Property and the Operations, and shall provide certificates evidencing such insurance at the commencement of the Term.

5.8 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and may be given by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested, by overnight courier, or by delivering the same in person to such Party, addressed as follows:

If to Transferor, addressed to:

James D. Warner
Chief Executive Officer
Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, PA 17603

with a copy to:

Alex Henderson, III, Esq.
Hartman Underhill & Brubaker, LLC
221 E. Chestnut Street
Lancaster, PA 17602

If to Transferee, addressed to:

Shannon Williams
Executive Director
The Harrisburg Authority
212 Locust Street
Suite 302

Harrisburg, PA 17101

with a copy to:

Douglas F. Schleicher, Esq.
Klehr Harrison Harvey Branzburg, LLP
1835 Market Street
Suite 1400
Philadelphia, PA 19103

Notice shall be deemed given and effective the day personally delivered, the day sent by overnight courier, subject to signature verification, and the day of deposit in the U.S. mail of a writing addressed and sent as provided above. Any Party may change the address for notice by notifying the other Party of such change in accordance with this Section 5.8.

5.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

5.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

TRANSFEROR:

THE HARRISBURG AUTHORITY

By: _____
Title: _____

TRANSFeree:

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

By: _____
Title: _____

SCHEDULE A

Facility Permits

[The permits to be listed on this schedule will include only those permits listed below which have not been transferred or reissued to Transferee as of the date of Closing under the Purchase Agreement]

Commonwealth of Pennsylvania Department of Environmental Protection Storage Tank Registration/Permit Certificate (Facility ID #: 22-62597, Tank IDs 1036061 (capacity 2,500), 1036062 (capacity 2,500) and 1036063 (capacity 4,150), Expires June 4, 2014)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100992, Effective May 24, 2013 thru June 1, 2018)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100759, Cell A)

Commonwealth of Pennsylvania Department of Environmental Protection Solid Waste Disposal and/or Processing Permit (as modified) (Permit No. 100758, Effective July 10, 2012 thru November 29, 2022)

Commonwealth of Pennsylvania Department of Environmental Protection Air Quality Plan Approval No. 22-05007B.

Commonwealth of Pennsylvania Department of Environmental Protection Title V Operating Permit (Permit No. 22-05007, Effective September 1, 2012 thru August 31, 2017)

Susquehanna River Basin Commission Approval for Consumptive Water Use (Docket #: 19880201, Effective December 12, 2002 thru February 11, 2018)

City of Harrisburg Department of Public Works Bureau of Sewerage Industrial User Permit (Permit No. 122017-9, Effective December 21, 2012 thru December 20, 2017)

Commonwealth of Pennsylvania Department of Environmental Protection General Permit for Discharge of Stormwater from Industrial Activities (PAG-3) (NPDES Permit No. PAR403508, Expires May 31, 2017)

Commonwealth of Pennsylvania Department of Environmental Protection Authorization to Discharge Under the National Pollutant Discharge Elimination System (NPDES Permit No.: PAS 503501, Effective July 1, 2012 thru June 30, 2017). The permittee under DEP Water Quality Individual NPDES permit PAS503501 is Covanta Harrisburg Inc., 1670 South 19th Street, Harrisburg PA 17104.

Commonwealth of Pennsylvania Department of Environmental Protection Water Quality General Construction Permit (NPDES Permit No. PAG2-0022-04-029, Effective June 7, 2004)

