

OSTER
Researching Services
12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

22186) A

June 7, 1999

RECORDATION NO. FILED

JUN 7 '99 9-00AM

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recording with the Surface Transportation Board is a Master Lease Agreement dated 5/12/99 between the following parties:

Lessor: U.S. Bancorp Leasing & Financial
7659 SW Mohawk Street
P. O. Box 2177
Tualatin, OR 97062

Lessee: Agile Stone Systems, Inc.
6435 South Pontiac Court
Englewood, CO 80111

Lessee: Rock & Rail, Inc. (Same Address)

Please record this agreement as a primary document.

Also enclosed is a Schedule to Lease Agreement dated 5/12/99 to be filed as a secondary document to the Master Lease Agreement dated 5/12/99. The equipment included in this agreement is as follows:

Equipment: 1,GP-30 Locomotive / RRRR 301

The filing fee of \$52 is enclosed. Thank you for your assistance.

Sincerely,

Mary A Oster

Mary Ann Oster
Research Consultant

Enclosure

Mary A Oster

SCHEDULE TO LEASE AGREEMENT

22186-A



RECORDATION NO. FILED

Contract No.: 0000807-001

JUN 7 '99 9-00AM

LESSOR: U.S. Bancorp Leasing & Financial
7659 SW Mohawk Street PO Box 2177
Tualatin, OR 97062-2177

LESSEE: Agile Stone Systems, Inc. and Rock & Rail, Inc.

SCHEDULE DATED AS OF: May 12, 1999

[Notice/Billing Address]
6435 South Pontiac Court
Englewood, CO 80111-
County: Arapahoe

[Property Location]
40245 West Highway 50
Canon City, CO 81212
County: Fremont

Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the following Property on the terms and conditions set forth below and pursuant to and subject to all terms and conditions of the Master Lease Agreement between Lessor and Lessee, dated as of May 12, 1999.

Property Description:

ONE (1) 1963 USED EMD GP-30 RAILROAD LOCOMOTIVE RRRR#301 FORMERLY RETX #301 ORIGINALLY BUILT SP 5000

together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PLEASE INITIAL HERE: *MS*

Property Cost: \$149,000.00	Sales Tax on Property Cost: N/A	MACRS RECOVERY PERIOD (If Applicable) <u>7</u> Years
Amount Financed: \$149,000.00	Residual Payment: Fair Market Value	Advance Rentals: \$2,110.00
Monthly Rental: \$2,110.00	Insurance Waiver Fee: N/A	Pro Rata Rentals: \$0.00 Per Day
First Payment Due Date: June 1, 1999		Number of Payments Due: Sixty(60)
Sales Tax: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Exempt (Cert.Reg'd) <input type="checkbox"/> Paid Up Front <input type="checkbox"/> Financed <input checked="" type="checkbox"/> Paid On Rentals		
Sales Tax Due At Signing: \$94.95	Document Fee: \$250.00	Other Fees: N/A
Due On Signing: \$2,454.95		

*Equipment location not in the city limits.

MAINTENANCE, USE, AND RETURN PROVISIONS. The Lessee, at its own expense and risk shall throughout the Lease Term maintain, and repair so as to keep the Railcars and Locomotives in good operating condition under Interchange Rules, as defined by the Association of American Railroads (AAR); ordinary wear and tear excepted, and in accordance with maintenance standards at least equal to the industry standards of maintenance for similar Railcars and Locomotives operating on the lines of Class I Railroads and in the manner and in the same condition as Lessee would, in the prudent management of its own business, maintain and repair similar equipment owned by it at such time (or operated by the Lessee at such time under net leases with an original term of 15 years or less) so that such Railcars and Locomotives will remaining (i) in as good operating condition for the commodities carried as when originally delivered (ordinary wear and tear excepted), (ii) mechanically suitable for interchange generally by the Lessee and (iii) eligible under all manufacturer's warranties, if available. The Lessee agrees that it will not discriminate against any Railcar (as compared to other similar Railcars and Locomotives owned or operated by the Lessee) with respect to its use, operation or maintenance in contemplation of the expiration or termination of this Lease. Interchange condition to include the replacement of missing materials and the correction of wrong repairs and items listed in the Interchange Rules as cause for renewal and cause for attention; free of Rule 95 damage; suitable for loading of the commodities allowed in the applicable Schedule; and free from all accumulations or deposits from commodities transported in or on it while in the service of Lessee. Any item that is damaged or worn beyond what is considered to be normal by the original component manufacturer shall be deemed to have been damaged beyond normal wear and tear and shall be replaced at the Lessee's expense.

Lessee shall return all records including the then current AAR UMLER format for hard copy records. Lessee shall continue to allow the Cars and Locomotives to be registered in UMLER until the Cars and Locomotives are remarked.

Maintenance means all repairs, maintenance, replacement of parts and mandated modifications as are needed to keep any Car in good working order and repair, suitable for loading and Interchange and in accordance with Interchange Rules, and the rules of any other applicable regulatory body.

Interchange Rules means collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules. References herein to the Interchange Rules provide performance standards and criteria for the condition of the Cars and Locomotives and their maintenance and repair.

Ninety (90) days prior to lease expiration, Lessee shall provide written notification of intent to return the Cars and Locomotives, and demonstrate that the Cars and Locomotives can perform at its performance specifications according to the original manufacturer. An independent certified expert acceptable to Lessor and Lessee shall demonstrate the performance of the Cars and Locomotives and the physical condition as defined herein. If it is determined that improvements under the manufacturer's performance standards are needed, Lessee shall cause such improvements to be made prior to the return of the Cars and Locomotives. Lessee shall provide, at Lessor's request, up to one hundred eighty (180) days free storage of the equipment at the location Lessor designates.

Year 2000. Lessee has reviewed and assessed or will review and assess its business operations and computer systems and applications to address the "year 2000 problem" (that is, that computer applications and equipment used by Lessee, directly or indirectly through third parties, may be unable to properly perform date-sensitive functions before, during and after January 1, 2000). Lessee reasonably believes that the year 2000 problem will not result in a material adverse change in Lessee's business condition (financial or otherwise), operations, properties or prospects or ability to repay Lessor. Based upon the review, Lessee has developed or will develop and implement a plan to address the year 2000 problem, to remediate any material year 2000 problem, and to complete testing with respect thereto, as soon as practicable and in any event by June 30, 1999. Lessee will promptly deliver such information relating to this covenant as Lessor requests from time to time.

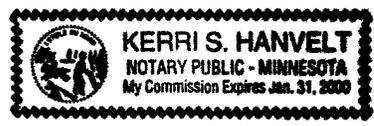
U.S. Bancorp Leasing & Financial
(LESSOR)

By: [Signature]
An Authorized Officer Thereof

Subscribed and sworn to before me this the 20th day of May, 1999.

[Signature]
Notary Public

My Commission Expires: January 31, 2000



Agile Stone Systems, Inc.
(CO-LESSEE)

By: [Signature]
William H. Fehr, Chairman and CEO

Subscribed and sworn to before me this the 21st day of May, 1999.

[Signature]
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: June 8, 1999

Rock & Rail, Inc.
(CO-LESSEE)

By: [Signature]
William H. Fehr, President

Subscribed and sworn to before me this the 21st day of May, 1999.

[Signature]
Notary Public

My Commission Expires: MY COMMISSION EXPIRES: June 8, 1999

Address for All Notices:
U.S. Bancorp Leasing & Financial
7659 SW Mohawk Street PO Box 2177
Tualatin, OR 97062-2177