

RECORDATION NO. 22240-B FILED

JUL 26 '05

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SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

July 26, 2005

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 Form of Assignment, dated as of March 19, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease Agreement previously filed with the Board under Recordation Number 22240.

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

| | |
|-----------|---|
| Assignor: | US Bancorp Leasing and Finance 7659 SW Mohawk Street, PO Box 2177 Tulatin, Oregon 97062-2177 |
| Assignee: | Colorado MTI, LLC (now known as Colorado Quarry Financing) 3655 Outwest Drive Colorado Springs, Colorado 80910 |

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document
is:

Locomotive RRRR 401.

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

Form of Assignment.

Also enclosed is a check in the amount of \$33.00 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,

A handwritten signature in black ink, appearing to read "R. Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/anm
Enclosures

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SURFACE TRANSPORTATION BOARD

FORM OF ASSIGNMENT

In accordance with the Account Purchase Agreement (the "Agreement") dated as of March 19, 2004, between U.S. Bancorp Equipment Finance, Inc., as Seller ("Seller") and Colorado MTI, LLC, as Buyer ("Buyer"), Seller does hereby transfer, convey and assign, set over and otherwise convey to Buyer WITHOUT RECOURSE, "AS-IS, WHERE-IS" AND WITHOUT REPRESENTATION OR WARRANTY OTHER THAN AS EXPLICITLY PROVIDED IN THE AGREEMENT, all of Seller's right, title, and interest in and to: (a) the Accounts; (b) the Account Documents; (c) all of Seller's rights and privileges available under the Accounts and the Account Documents on and after the Closing; (d) all amounts owing to Seller as of the Closing Date under the Accounts and the Account Documents, including but not limited to all accrued and unpaid interest, rental payments, prepaid tax receivables and amounts payable under any insurance policies maintained by the Obligor; (e) the Deficiency Claim, (f) the Leased Equipment, and (g) all security deposits identified on the Account Schedule, but excluding Seller's claim for \$689,000 filed under Proof of Claim No. 47 ("Seller's Claim") in the Chapter 11 bankruptcy case of Agile Stone Systems, Inc., Case No. 03-16692-ABC in the United States Bankruptcy Court for the District of Colorado (the "Agile Bankruptcy Case"). The following terms have the meanings given below:

"Account" means an Account that is included on the Account Schedule.

"Account Documents" means, with respect to each Account, all contracts, agreements, payment records, notices given to or received from Obligors, or instruments relating to such Account, including, without limitation, that certain Guaranty Agreement, dated May 12, 1999, given by William H. Fehr and Mitchell E. Albert, as guarantors, to Seller, any Lease Agreement evidencing payment obligations with respect to that Account and (to the extent any exist in Seller's file with respect to that Account) any lease schedules, acceptance certificates, mortgage, security agreement, financing statement, assignment of rents, pledge agreement, guaranty or indemnification agreement, insurance policies maintained by an Obligor on Leased Equipment or collateral (but Account Documents do not include, and Seller is not assigning any rights under, any insurance policies maintained by Seller that may cover Leased Equipment or collateral) or manufacturer's or vendor's warranties with respect to any Leased Equipment, any assignment, reinstatement, extension, endorsement or modification of any of the foregoing, and any certificate of title, insurance policy, stock certificate, certificate of deposit or other documents (if any) held by Seller as collateral for that Account or to evidence ownership of Leased Equipment or a security interest in collateral subject to that Account.

"Account Schedule" means the schedule that is attached as Exhibit A, which is identical to the "Account Schedule" as defined in the Agreement

"Closing Date" means March 19, 2004.

"Deficiency Claim" means any claim against Agile, if any, and Rock & Rail for amounts owed by Obligor, whether severally or jointly and severally, and any deficiency amount in respect of the Accounts remaining after Seller receives a distribution, if any, on and the discharge of Seller's Claim in the Agile Bankruptcy Case.

"Lease Agreement" means the originally executed lease agreement or other document evidencing the relevant Obligor's payment obligations.

"Leased Equipment," means the equipment or other personal property described therein as leased by Seller to the relevant Obligor.

"Obligors" means Agile Stone Systems, Inc. ("Agile") and Rock & Rail, Inc. ("Rock & Rail").

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed as of March 19, 2004.

U.S. BANCORP EQUIPMENT FINANCE,
INC.

By: 

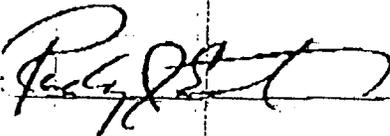
Name: Randy J. Ernst

Title: VP Collection Manager

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignor by authority of its Management Committee and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

By:



7/25/05

Name: Randy J. Ernst

Title: Vice President, Collection Manager

EXHIBIT 1

ACCOUNT SCHEDULE

| | Obligor | Contract No. | Customer Balance | Security Deposit, if any |
|----|---|--------------|------------------|--------------------------|
| 1. | Agile Stone Systems, Inc. and Rock & Rail, Inc | 0000807-001 | \$137,350.05 | N/A |
| 2. | Agile Stone Systems, Inc. and Rock & Rail, Inc | 0000807-002 | \$296,562.39 | N/A |
| 3. | Agile Stone Systems, Inc. and Rock & Rail, Inc | 0000807-003 | \$206,611.56 | N/A |
| 4. | Agile Stone Systems, Inc. and Rock & Rail, Inc | 0000807-004 | \$52,183.17 | N/A |
| 5. | Agile Stone Systems, Inc. and Rock & Rail, Inc. | 0000807-005 | \$20,919.62 | N/A |

Locomotive
RRRR 301

Locomotive
RRRR 401

15 Railcars
RRRR 1043 – RRRR 1058
(excluding 1048)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: _____

7/26/05



Robert W. Alvord