

0100627082

PARCEL, MAURO, HULTIN & SPAANSTRA, P. C.

ATTORNEYS AT LAW
SUITE 3600
1801 CALIFORNIA STREET
DENVER, COLORADO 80202-2636
TELEPHONE (303) 292-6400
TELECOPIER (303) 295-3040

RANDALL G. ALT

DIRECT DIAL
(303) 293-6500

19423
MAY 13 1995 4:02 PM

May 26, 1995

Interstate Commerce Commission
12th & Constitution Ave., N.W., Room 2311
Washington, D.C. 20423

Re: Filing of Security Agreement and Chattel Mortgage

Gentlemen and Ladies:

Enclosed for filing on behalf of our client, Great Canadian Railtours Co. Ltd. (the "Secured Party"), is a Security Agreement and Chattel Mortgage. In this Agreement, the Debtor, Rader Railcar, Inc., grants to the Secured Party a security interest in a passenger railcar, as more fully described in the enclosed agreement. Also enclosed is \$21.00 to cover the fees for the recording of the enclosed Agreement.

Very truly yours,

Randall G. Alt

Randall G. Alt

0102697082

SECURITY AGREEMENT AND CHATTEL MORTGAGE 19423

(Railcar)

DEBTOR: Rader Railcar, Inc.
10700 East 40th Avenue
Denver, CO 80239
Attention: Mr. Thomas G. Rader
Telephone: (303) 371-4955
Fax: (303) 371-8712

SECURED PARTY: Great Canadian Railtours Co. Ltd.
Suite 104-340 Brooksbank Avenue
North Vancouver, British Columbia
Canada V7J 2C1
Attention: Mr. Peter Armstrong
Telephone: (604) 984-3131
Fax: (604) 984-3112

Debtor, for consideration, hereby grants to Secured Party a security interest in the following property and any and all additions, accessions and substitutions thereto or therefore (hereinafter referred to as the "Collateral"):

That certain passenger railcar originally designed, engineered and manufactured by Pullman Standard, Inc. denoted as car number PPCX 3735, Galley/Observation, which Debtor is constructing for the Secured Party in accordance with the terms and conditions of that certain Railcar Construction Agreement by and between Debtor and Secured Party effective January 18, 1995. (Such agreement shall hereinafter be referred to as the "Railcar Construction Agreement.")

to secure the payment, performance and observance by Debtor of all of Debtor's now existing or hereafter arising liabilities and obligations to Secured Party under the Railcar Construction Agreement.

Debtor warrants that Debtor is the owner of the Collateral free and clear of all liens, encumbrances and security interests. Debtor agrees not to remove the Collateral from the State of Colorado prior to transportation for delivery to Secured Party as permitted by the Railcar Construction Agreement, to pay all taxes when due as may legally be required by the Railcar Construction Agreement, to procure such insurance as may legally be required by the Railcar Construction Agreement and to perform all of Debtor's remaining obligations under the terms and conditions of the Railcar Construction Agreement. Debtor will defend the Collateral against

Accountants - Ellen Golden

all claims and demands of all persons at any time claiming the same or any interest therein.

Debtor further warrants that the Collateral will be constructed by Debtor in the course of its business operations and that the Debtor's place of business as set forth above is the location where the Collateral will be kept. Debtor shall promptly notify Secured Party of any change in location of the Collateral. Debtor shall not permit or allow any adverse liens, security interests or encumbrances whatsoever upon the Collateral and shall not permit the Collateral to be attached or replevined.

UNTIL DEFAULT as determined by the terms and conditions of the Railcar Construction Agreement, Debtor may have possession of the Collateral and use it in any lawful manner allowed by the Railcar Construction Agreement, and upon default, Secured Party shall have the immediate right to the possession of the Collateral in addition to those rights and remedies set forth in the Railcar Construction Agreement. Debtor shall be in default under this Security Agreement upon the happening of any default as defined in the Railcar Construction Agreement or upon default of any of the covenants set forth herein, subject however to applicable notice and cure provisions set forth in the Railcar Construction Agreement. Upon default and at any time thereafter, Secured Party shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. The expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney's fees and legal expenses. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind Debtor's successors or assigns.

Any monetary remedies provided for herein shall be subject in all respects to the terms and provisions of the Railcar Construction Agreement.

Dated this 18TH day of APRIL, 1995.

DEBTOR:

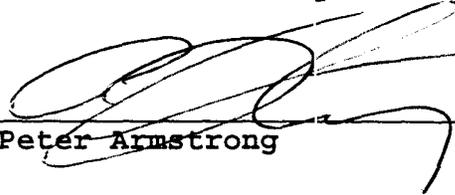
RADER RAILCAR, INC., a Colorado corporation

By: 

Thomas G. Rader
President

SECURED PARTY:

GREAT CANADIAN RAILTOURS CO. LTD., a
British Columbia corporation

By: 
Peter Armstrong

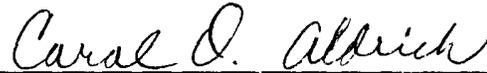
STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18
day of April, 1995 by Thomas G. Rader, President of Rader
Railcar, Inc.

Witness my hand and official seal.

My Commission Expires June 24, 1995

My commission expires: _____


Notary Public

PROVINCE OF BRITISH COLUMBIA, CANADA

On this 6th day of MAY, 1995 before me personally
appeared Peter Armstrong to me personally known who being by me
duly sworn says that he is the President of Great Canadian
Railtours Co. Ltd., that the seal affixed to the foregoing
instrument is the corporate seal of said corporation, that said
instrument was signed and sealed on behalf of said corporation by
the authority of its Board of Directors, and he acknowledges that
the execution of the foregoing instrument was the free act and deed
of said corporation.

Witness my hand and official seal.

My commission expires: NON-EXPIRING


Notary Public in and for the Province of
British Columbia.

DAVID A. ROPER
BARRISTER & SOLICITOR & NOTARY PUBLIC
334 WEST 15th STREET
NORTH VANCOUVER, B.C. V7M 1S5
TELEPHONE 986-0438



Interstate Commerce Commission
Washington, D.C. 20423-0001

5/16/95

Office Of The Secretary

Thomas G. Rader-President
Rader Railcar, Inc.
10700 East 40th Avenue
Denver, Colorado 80239

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/16/95 at 3:50PM, and assigned recordation number(s). 19423.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100627082)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

PARCEL, MAURO, HULTIN & SPAANSTRA, P. C.

ATTORNEYS AT LAW
SUITE 3600
1801 CALIFORNIA STREET
DENVER, COLORADO 80202-2636
TELEPHONE (303) 292-6400
TELECOPIER (303) 295-3040

SANDRA L. WAINER
LEGAL ASSISTANT

DIRECT DIAL
(303) 293-6529

May 26, 1995

VIA FEDERAL EXPRESS
Airbill No. 5241894125

Ms. Janice M. Fort
Interstate Commerce Commission
12th & Constitution Ave., N.W., Room 2311
Washington, D.C. 20423

Re: Filing of Security Agreement and Chattel Mortgage
Rader Railcar, Inc. (Recordation No. 19423)

Dear Ms. Fort:

In connection with our telephone conversation today, I have enclosed for filing on behalf of our client, Great Canadian Railtours Co. Ltd., a transmittal letter pertaining to the Security Agreement and Chattel Mortgage between Rader Railcar, Inc. and our client, which Agreement was filed on May 16, 1995 and assigned recordation number 19423. Please don't hesitate to contact me with any additional information you may need in this matter.

Very truly yours,


Sandra L. Wainer