

**MARK  
TWAIN  
BANKS**

**MARK TWAIN BANKS**

Mark Twain Operations Center  
9321 Olive Boulevard  
St. Louis, Missouri 63132-3220  
Telephone: 314-994-4800

RECORDATION NO. 18828 FILED 1425

JUN 1 1994 - 8 05 PM

INTERSTATE COMMERCE COMMISSION

0100243054

DATE: MAY 23, 1994

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

RECORDATION NO. 18828 FILED 1425

JUN 1 1994 - 8 05 PM

INTERSTATE COMMERCE COMMISSION

attn: Mildred Lee  
Room 2303

Dear Mildred:

Please accept this as a transmittal letter of instruction on the

ONE (1) PULLMAN BEDROOM SLEEPER (1948)  
CIMMARON RIVER, AMTRAK #800069

Enclosed are the following documents in duplicate form:

Promissory Note  
Security Agreement and Addendum  
ICC Financing Statement Agreement

The above documents are between two parties:

DEBTOR: METEOR RAIL, INC.  
4360 CONTESSI MANOR CT.  
ST. LOUIS, MO 63128

SECURED PARTY: Mark Twain Bank  
P.O. Box 66911  
St. Louis, MO 63166

Please properly record documents, keeping one set for your files and returning the other set to the Bank by certified mail. All forms are notarized as requested. A \$ 32.00 check is enclosed to cover charges.

Sincerely,

MARK TWAIN BANK

*Dan Balz*

ICCLTR.1

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/3/94

OFFICE OF THE SECRETARY

Dan Balzer

Mark Twain Bank  
9321 Olive Boulevard  
St Louis Missouri 63162-3220

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 6/1/94 at 3:05pm, and assigned  
recording number(s). 18828 & 18828-A-C

Sincerely yours,

Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

METEOR RAIL, INC. 4360 CONTESSI MANOR CT. ST. LOUIS, MO 63128	MARK TWAIN BANK P.O. BOX 66911 ST. LOUIS, MO 63166	ACCOUNT 54 9502857 Branch 42915 Date MAY 23, 1994 Date MAY 15, 1997 Loan Amount \$ 30,000.00
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	INTERSTATE COMMERCIAL BANK

*Note* 291/1600  
RECORDATION NO. 18828  
JUN 1 1994 - 8 00 AM

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of THIRTY THOUSAND AND NO/100-- Dollars \$ 30,000.00-----

Single Advance: I will receive all of this principal sum on \_\_\_\_\_ No additional advances are contemplated under this note.  
 Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On MAY 23, 1994 I will receive the amount of \$ 548.00 and future principal advances are contemplated.  
 Conditions: The conditions for future advances are \_\_\_\_\_

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_  
 Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).  
 INTEREST: I agree to pay interest on the outstanding principal balance from MAY 23, 1994 at the rate of 8.50 % per year until MAY 15, 1997

Variable Rate: This rate may then change as stated below.  
 Index Rate: The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_  
 No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.  
 Frequency and Timing: The rate on this note may change as often as \_\_\_\_\_ A change in the interest rate will take effect \_\_\_\_\_  
 Limitations:  During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %  
 The annual interest rate will not change on any single change by more than \_\_\_\_\_ percentage points.  
 Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:  
 The amount of each scheduled payment will change.  The amount of the final payment will change.  
 \_\_\_\_\_

ACCUAL METHOD: Interest will be calculated on a ACTUAL/360 basis.  
 POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:  
 on the same fixed or variable rate basis in effect before maturity (as indicated above).  
 at a rate equal to 11.50%

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 10% OF THE PAYMENT, BUT NOT LESS THAN \$10.00, PAYABLE WHEN ASSESSED.  
 ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which  are  are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:  
 Interest: I agree to pay accrued interest ON DEMAND, BUT IF NO DEMAND IS MADE THEN MONTHLY BEGINNING JUNE 15, 1994 THEN WITH PRINCIPAL BEGINNING SEPTEMBER 15, 1994  
 Principal: I agree to pay the principal ON DEMAND, BUT IF NO DEMAND IS MADE THEN SEE INSTALLMENTS BELOW:  
 Installments: I agree to pay this note in 33 payments. The first payment will be in the amount of \$ 476.99 and will be due SEPTEMBER 15, 1994. A payment of \$ 476.99 will be due EACH MONTH thereafter. The final payment of the entire unpaid balance of principal and interest will be due MAY 15, 1997  
 Unpaid Interest: If checked, then any accrued interest not paid when due (whether due by reason of a schedule of payments or due because of Lender's demand) will become part of the principal thereafter, and will bear interest at the interest rate in effect from time to time as provided for in this agreement.

ADDITIONAL TERMS:  
 I AGREE THAT YOU, AT YOUR OPTION, MAY RENEW OR EXTEND THIS NOTE.  
 THIS OBLIGATION IS SECURED BY A SECURITY AGREEMENT DATED MAY 23, 1994.

PURPOSE: The purpose of this loan is BUSINESS: MAKE IMPROVEMENTS TO RAILCAR

Signature for Lender  
 Dan Balzy

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.  
 METEOR RAIL, INC.  
 By: Anthony F. Marchiando  
 ANTHONY F. MARCHIANDO, VICE PRESIDENT

**APPLICABLE LAW:** The law of the state of Missouri will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, no fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The principal rate in effect on this note at any given time will apply to the entire principal advanced at that time. You and I may provide in this agreement for accrued interest not paid when due to be added to principal. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below, or if we have agreed that accrued interest not paid when due may be added to principal.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the

property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

**ORAL AGREEMENTS:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /
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/ /	\$		\$	\$	%	\$	/ /
/ /	\$		\$	\$	%	\$	/ /

**SECURITY AGREEMENT**

DATE MAY 23, 1994

DEBTOR	METEOR RAIL, INC.	SECURED PARTY	MARK TWAIN BANK
BUSINESS OR RESIDENCE ADDRESS	4360 CONTESSI MANOR CT.	ADDRESS	P.O. BOX 66911
CITY, STATE & ZIP CODE	ST. LOUIS, MO 63128	CITY, STATE & ZIP CODE	ST. LOUIS, MO 63166

RECORDATION NO. 18828 A  
 FILED 1428  
 JUN 1 1994 - 3 05 PM  
 INTERSTATE COMMERCE COMMISSION

**1. Security Interest and Collateral.** To secure the payment and performance of each and every debt, liability and obligation of every type and description which Debtor may now or at any time hereafter owe to Secured Party (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (herein called the "Security Interest") in the following property (herein called the "Collateral") (check applicable boxes and complete information):

- (a) INVENTORY:
  - All inventory of Debtor, whether now owned or hereafter acquired and wherever located;
- (b) EQUIPMENT, FARM PRODUCTS AND CONSUMER GOODS:
  - All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, parts and tools, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted herein to be valid as to all of Debtor's equipment).
  - All farm products of Debtor, whether now owned or hereafter acquired, including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof, and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Debtor in farming operations. The real estate concerned with the above described crops growing or to be grown is:
   
\_\_\_\_\_
   
\_\_\_\_\_
   
\_\_\_\_\_
   
and the name of the record owner is: \_\_\_\_\_

The following goods or types of goods: One (1) PULLMAN BEDROOM SLEEPER (1948)  
CIMMARON RIVER, AMTRAK #800069

- (c) ACCOUNTS AND OTHER RIGHTS TO PAYMENT:
  - Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, and loans and obligations receivable.
  - \_\_\_\_\_
- (d) GENERAL INTANGIBLES:
  - All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, tradenames, customer lists, permits and franchises, the right to use Debtor's name, and tax refunds.

together with all substitutions and replacements for and products of any of the foregoing property not constituting consumer goods and together with proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessions and, except in the case of consumer goods, together with (i) all accessories, attachments, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods.

**2. Representations, Warranties and Agreements.** Debtor represents, warrants and agrees that:

- (a) Debtor is  an individual,  a partnership,  a corporation and, if Debtor is an individual, the Debtor's residence is at the address of Debtor shown at the beginning of this Agreement.
- (b) The Collateral will be used primarily for  personal, family or household purposes;  farming operations;  business purposes.
- (c)  If any part or all of the tangible Collateral will become so related to particular real estate as to become a fixture, the real estate concerned is: \_\_\_\_\_  
 \_\_\_\_\_  
 and the name of the record owner is: \_\_\_\_\_
- (d) Debtor's chief executive office is located at \_\_\_\_\_  
 or, if left blank, at the address of Debtor shown at the beginning of this Agreement.

**THIS AGREEMENT CONTAINS ADDITIONAL PROVISIONS SET FORTH ON PAGE 2 OF THIS DOCUMENT,  
 ALL OF WHICH ARE MADE A PART HEREOF.**

MARK TWAIN BANK  
 Secured Party's Name  
 By: Ray Baber  
 Title: \_\_\_\_\_

METEOR RAIL, INC.  
 Debtor's Name  
 By: Anthony F. Marchiando  
 Title: Anthony F. Marchiando, Vice President

By: \_\_\_\_\_  
 Title: \_\_\_\_\_



ADDENDUM TO SECURITY AGREEMENT

1. This is an Addendum to a Security Agreement dated May 23, 1994, and to the extent of any inconsistency, this Addendum shall govern over the printed terms of the Security Agreement. The debtor represents, warrants and agrees:

2. The Equipment is located at the following locations:

4000 Duncan, St. Louis, MO 63110  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The Inventory is located at the following locations:

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The office in which the Debtor keeps its records relating to the Accounts and Other Rights to Payment is:

4360 Contessi Manor Ct., St. Louis, MO 63128  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The Debtor has exclusive possession of all the Collateral except as follows:

No Exceptions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The Debtor uses the following trade names:

Meteor Rail Inc  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. If the Debtor has changed its name during the past five years, its prior legal name(s) was/were:

No Name Changes  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Other liens or security interests existing with respect to the Collateral as of the date hereof are as follows:

No Exceptions  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

MARK TWAIN BANK, ~~XXXX~~  
Secured Party

By: Dan Balys

METEOR RAIL, INC.

By: Anthony F. Marchiando (Debtor)

Anthony F. Marchiando,  
Vice President

REGISTRATION NO. 18828/B  
1994-5 05 PM  
INTERSTATE COMMERCE COMMISSION

BEFORE THE INTERSTATE  
COMMERCE COMMISSION

FINANCING STATEMENT AGREEMENT

DEBTOR: METEOR RAIL, INC.  
4360 CONTESSI MANOR CT.  
ST. LOUIS, MO 63128

SECURED PARTY: MARK TWAIN BANK  
P.O. BOX 66911  
ST. LOUIS, MO 63166

PROPERTY SECURED: ONE (1) PULLMAN BEDROOM SLEEPER (1948)  
CIMMARON RIVER, AMTRAK #800069

RECORDED 18822C  
JUN 1 1994 8 05 PM  
INTERSTATE COMMERCE COMMISSION

THIS FINANCING STATEMENT AGREEMENT IS FILED WITH DEBTOR'S SIGNATURE TO PERFECT A SECURITY INTEREST IN COLLATERAL PER ATTACHED PROMISSORY NOTE.

DATE: MAY 23, 1994

DEBTOR: METEOR RAIL, INC.  
BY: Anthony F. Marchiando  
ANTHONY F. MARCHIANDO,  
VICE PRESIDENT

SECURED PARTY: MARK TWAIN BANK  
BY: Dan Balzer

STATE OF MO  
COUNTY OF ST. LOUIS

On this 23RD day of MARCH, 1994, before me appeared ANTHONY F. MARCHIANDO me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of METEOR RAIL, INC., a corporation of the State of MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Jane K. McGee  
Notary Public

My term expires:

STATE OF MO  
COUNTY OF ST. LOUIS  
JANE K. MCGEE, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires Sept. 20, 1996

On this 23RD day of MAY, 1994, before me appeared Daniel P. Balzer Vice President of MARK TWAIN BANK, a corporation of the State of MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Jane K. McGee  
Notary Public

My term expires:

ICCFINST.594 (5/94)

JANE K. MCGEE, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires Sept. 20, 1996

STATE OF MO

COUNTY OF ST. LOUIS

On this 23RD day of MARCH, 1994, before me appeared ANTHONY F. MARCHIANDO me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of METEOR RAIL, INC., a corporation of the State of MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.



*Janet K. McGee*  
\_\_\_\_\_  
Notary Public

My term expires:

STATE OF MO

COUNTY OF ST. LOUIS

JANET K. MCGEE, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires Sept. 20, 1996

On this 23RD day of MAY, 1994, before me appeared *Daniel P. Balzer* to me personally known, who, being by me duly sworn, did say that he is the *Vice President* of MARK TWAIN BANK, a corporation of the State of MISSOURI, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation or that said corporation has no corporate seal, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

*Janet K. McGee*  
\_\_\_\_\_  
Notary Public

My term expires:

ICCFINST.594 (5/94)



JANET K. MCGEE, NOTARY PUBLIC  
County of St. Louis, State of Missouri  
My Commission Expires Sept. 20, 1996