PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("Agreement"), dated as of May 27, 1994, made by EDMUND J. BOYCE, JR. and DONALD KENNETH ANDERSON, JR. (collectively, the "Pledgors"), to MARK TWAIN BANK (the "Bank").

PRELIMINARY STATEMENTS:

(1) The Pledgors are the owners of the indebtedness (the "Pledged Debt") described on Schedule I hereto owing from the obligors named therein.

(2) Pledgors are jointly and severally obligated to the Bank pursuant to the terms of those certain Promissory Notes of the Pledgors, each dated as of May 27, 1994, one being in the original principal amount of $245,782.40 and another in the original principal amount of $593,363.24 (as amended or otherwise modified from time to time, being collectively the "Notes").

(3) The Bank has required the Pledgors to execute this Agreement to grant to the Bank a security interest in the Pledged Debt as a condition to the extension of credit evidenced by the Notes.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to extend credit to Pledgors under the Notes, the Pledgors hereby jointly and severally agree as follows:

SECTION 1. Pledge. The Pledgors hereby jointly and severally pledge, assign and grant to the Bank a security interest in, the following (the "Pledged Collateral"):

(i) the Pledged Debt and the instruments evidencing the Pledged Debt, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Debt;

(ii) all additional indebtedness from time to time owed to a Pledgor by any obligor of the Pledged Debt and the instruments evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness; and

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(iii) all of the rights and interests of Pledgors under those certain Security Agreements of the obligor of the Pledged Debt to the Pledgors dated as of May 27, 1994, which secure the payment of the Pledged Debt.

SECTION 2. Security for Obligations. This Agreement secures the payment of all obligations of the Pledgors to Bank now or hereafter existing under the Notes, whether for principal, interest, fees, expenses or otherwise, and all obligations of the Pledgors now or hereafter existing under this Agreement (all such obligations of Pledgors being the "Obligations").

SECTION 3. Delivery of Pledged Collateral. All instruments representing or evidencing the Pledged Collateral shall be delivered to and held by Bank pursuant hereto and shall be endorsed by each Pledgor to Bank's order.

SECTION 4. Representations and Warranties. Pledgors represent and warrant as follows:

(a) Pledgors are the legal and beneficial owner of the Pledged Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement.

(b) The pledge of the Pledged Debt pursuant to this Agreement creates a valid and perfected first priority security interest in the Pledged Collateral, securing the payment of the Obligations.

(c) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the pledge by any Pledgor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by any Pledgor or for the exercise by the Bank of the remedies in respect of the Pledged Collateral pursuant to this Agreement or the Notes (except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally).

(d) The Pledged Debt constitutes all of the outstanding indebtedness for money borrowed or for the deferred purchase price of property of the respective obligors thereof held by Pledgors.

SECTION 5. Further Assurances. Each Pledgor agrees that at any time and from time to time, at the expense of the Pledgors, such Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may request, in order

to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

SECTION 6. Payments. All payments, whether interest, principal or otherwise, that are received by any Pledgor in respect of the Pledged Collateral shall be received in trust for the benefit of the Bank, shall be segregated from other funds of any Pledgor and shall be forthwith paid over to the Bank as Pledged Collateral in the same form as so received (with any necessary indorsement). Any payments on account of the Pledged Collateral may be held by the Bank and/or applied by the Bank to the Obligations at any time and from time to time and in any manner that the Bank elects, whether or not any Obligation is then due and owing.

SECTION 7. Transfers and Other Liens. Each Pledgor agrees that he will not (i) sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (ii) create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Agreement.

SECTION 8. Bank Appointed Attorney-in-Fact. Each Pledgor hereby appoints the Bank such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Bank's discretion to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to receive, indorse and collect all instruments made payable to any Pledgor representing any interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same, (ii) to demand, sue for and receive all moneys due with respect to the Pledged Debt, and (iii) upon the occurrence of an event of default hereunder or under any Note, modify or amend any document, instrument or agreement relating to the Pledged Collateral.

SECTION 9. Bank May Perform. If the Pledgors fail to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the expenses of the Bank incurred in connection therewith shall be payable by the Pledgors under Section 12.

SECTION 10. Reasonable Care. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if the Pledged

Collateral is accorded treatment substantially equal to that which the Bank accords its own property, it being understood that the Bank shall not have any responsibility for taking any necessary steps to preserve rights against any parties with respect to any Pledged Collateral.

SECTION 11. Remedies Upon Default. If any event of default shall have occurred and be continuing hereunder or under any Note:

(a) The Bank may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a Bank on default under the Uniform Commercial Code (the "Code") in effect in the State of Missouri at that time, and the Bank may also, without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Pledgors agree that, to the extent notice of sale shall be required by law, ten (10) days' notice to the Pledgors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. With respect to any of the Pledged Collateral that consists of securities not registered under the securities laws of the United States or any state, the Pledgors agree that it shall be commercially reasonable for the Bank to sell the Pledged Collateral to a buyer who will represent that he is purchasing solely for investment and not with a view to the resale or distribution of such securities, or in such other manner as counsel for the Bank may require to comply with applicable securities laws.

(b) Any cash held by the Bank as Pledged Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the discretion of the Bank, be held by the Bank as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Bank pursuant to Section 12) in whole or in part by the Bank against, all or any part of the Obligations in such order as the Bank shall elect. Any surplus of such cash or cash proceeds held by the Bank and

remaining after payment in full of all the Obligations shall be paid over to the Pledgors or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 12. Expenses. The Pledgors will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Bank may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Bank hereunder or (iv) the failure by any Pledgor to perform or observe any of the provisions hereof.

SECTION 13. Amendments, Waiver. No amendment or waiver of any provision of this Agreement nor consent to any departure by any Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic communication) and, if to Pledgors, mailed or telegraphed or delivered to them, addressed as follows, to Edmund J. Boyce, Jr., at 222 So. Central, Suite 800, Clayton, Missouri 63105 and to Donald Kenneth Anderson, Jr., at 8011 Clayton Avenue, St. Louis, Missouri 63177; if to the Bank, mailed or delivered to it, addressed to it at its address specified in the Notes; or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed or telegraphed, respectively, be effective when deposited in the mails or delivered to the telegraph company, respectively, addressed as aforesaid.

SECTION 15. Continuing Security Interest; Transfer of Notes. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until payment in full (after termination of the Notes) of the Obligations, (ii) be binding upon Pledgors and their respective heirs, representatives, successors and assigns, and (iii) inure to the benefit of the Bank and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Bank may assign or otherwise transfer any Note to any other person or entity, and such person or entity shall thereupon become vested with the benefits in respect thereof granted to the Bank herein or otherwise. Upon the payment in full (after termination of the Notes) of the

SCHEDULE I

Attached to and forming a part of that certain Pledge Agreement dated as of May 27, 1994, by Edmund J. Boyce, Jr. and Donald Kenneth Anderson, Jr., as Pledgors, to Mark Twain Bank.

Description of Pledged Debt

Obligor	Current Principal Balance	Date	Due Date
St. Louis Car Company	$245,782.40	5/27/94	Demand
St. Louis Car Company	$593,363.24	5/27/94	11/5/96

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Obligations, the Pledgors shall be entitled to the return, upon its request and at their expense, of such of the Pledged Collateral as shall not have been otherwise applied pursuant to the terms hereof.

SECTION 17. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Unless otherwise defined herein or in the Notes, terms defined in Article 9 of the Uniform Commercial Code in the State of Missouri are used herein as therein defined.

IN WITNESS WHEREOF, the Pledgors have executed and delivered this Agreement as of the date first above written.

Edmund J. Boyce, Jr.

Donald Kenneth Anderson, Jr.

MARK TWAIN BANK

BY:

John J. Weber, Vice President

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State of Missouri

County of St. Louis

On this 27th day of May, 1994, before me personally appeared Edmund J. Boyce, Jr. and Donald Kenneth Anderson, Jr. to be known to be the persons described in and who executed the foregoing statement, and acknowledged that they executed the same as their free act and deed.

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.

CHRISTINE A. HATCH
NOTARY PUBLIC-STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES
MAY 12, 1995

Christine A. Hatch
Notary Public

My term expires:

STATE OF Missouri

COUNTY OF St. Louis

On this 27th day of May, 1994, before me appeared John J. Weber to me personally known, who, being by me duly sworn, did say that he is the Vice Pres. 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.

Mary Sue Dohr
Notary Public

My term expires:

MARY SUE DOHR
NOTARY SEAL
NOTARY PUBLIC
STATE OF MISSOURI

MARY SUE DOHR, NOTARY PUBLIC
St. Louis County, State of Missouri
My Commission Expires Oct. 13, 1997