

**THE POLARIS  
G R O U P  
FINANCIAL CONSULTING**

14649 Tustin Street  
Sherman Oaks, California 91403  
(818) 789-7319

RECORDATION NO. 2133 FILED

ROBERT L. RODINE  
Principal Consultant

JAN 2 '98 3-28 PM

January 2, 1998  
BY THE ORDER OF

JAN 2 3 28 PM '98

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Ms. Janice Fort  
Surface Transportation Board  
1925 "K" Street  
Suite 700  
Washington, D. C. 20423

Dear Ms. Fort:

On December 29, 1997, my client, Syncro Aircraft Interiors, Inc., sent to your office for recordation, a Promissory Note, executed in their favor by James E. Carpi, and secured by a Pullman Sleeping Car, "Tallahassee," number 800028.

Unfortunately at the time of that submission, I had been given incorrect information by AT&T Information as to your address and telephone number. As a consequence, when the material was sent initially, we were unaware of your \$24.00 Recording Fee, and the necessity of providing a return Confirmation Copy. Following my January 2, 1998, telephone conversation with Ms. Taledia Stokes, confirming your receipt of the package, we were informed of the above requirements.

To facilitate completion of the Recording Process, enclosed please find the following:

1. A document set including a Syncro Aircraft Interiors, Inc. check in the amount of \$24.00 payable to the Surface Transportation Board, a corrected version of the original transmittal letter, and a copy of the Promissory Note executed in affirmation of Syncro's Mechanic's Lien.

2. A document set including a copy of the corrected version of the original transmittal letter, a copy of the Promissory Note executed in affirmation of Syncro's Mechanic's Lien, and a self addressed stamped envelope for return of the document confirming recordation of the lien to my office.

Timing of Recordation extremely critical. If you require anything further to effect this action, I would be most grateful if you would call me with advice of any requirements.

I am deeply grateful for your assistance.

Sincerely yours,  
*Robert L. Rodine*

Enclosures

cc: Mrs. Barbara Cesar



AIRCRAFT INTERIORS, INC.

RECORDATION NO. 21132 FILED

JAN 2 '98

3-28 PM

December 29, 1997

Janet Fort  
Surface Transportation Board  
1925 "K" Street, Suite 700  
Washington, DC 20423

address corrected

Dear Ms. Fort,

Pursuant to Title 49, United States Code Annotated, Subtitle IV, Part A, Chapter 113, Sub-Chapter I, Section 11301, enclosed for "filing," is a Promissory Note, dated October 19, 1993, for money owed in regard to the refurbishment of a Pullman Sleeper Car, "Tallahassee," Identification Number 800028.

Subject to the terms of the above referenced Promissory Note, the Creditor, Syncro Aircraft Interiors, Inc. was granted an as yet unsatisfied security interest in the Pullman Car pledged as Collateral.

Debtor, pursuant to the Promissory Note, is James E. Carpi.

Sincerely,

A handwritten signature in black ink, appearing to read "Edison M. Cesar", is written over a horizontal line.

Edison M. Cesar

EMC:bst  
Enclosure (Copy of Promissory Note)



AIRCRAFT INTERIORS, INC.

RECORDATION NO. 21132 FILED  
JAN 2 '98 3-28 PM

December 29, 1997

Surface Transportation Board  
12-01 Constitution Avenue, NW  
Washington, DC

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Debtor, pursuant to the Promissory Note, is James Carpi.

Sincerely,



Edison M. Cesar

EMC:bst  
Enclosure (Copy of Promissory Note)

RECEIVED  
SURFACE TRANSPORTATION BOARD  
JAN 2 3 28 PM '98

PROMISSORY NOTE

JAN 2 '98

3-28 PM

\$19,161.73

Dated: October 19, 1993

Principal Amount

State of California

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of SYNCRO AIRCRAFT INTERIORS, INC. 7701 Woodlwy Avenue Van Nuys, CA 91406

, the sum of

Nineteen thousand, one hundred sixty-one and seventy three cents Dollars (\$19,161.73), together with interest thereon at the rate of 10 % per annum on the unpaid balance. Said sum shall be paid in the manner following:

- \* Six months note starting 10/19/93 (19 Oct 93)\*
\* Payment of \$4,000.00 due on 11/1/93 (1 Nov 93)\*
\* Balloon payment (if any) due at the end of six months\*
\* First day of each month beginning 11/1/93 (1 Nov 93)\*

\*\*\*\*\* (nothing follows)\*\*\*\*\*

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the failure to make any payment due hereunder within ten days of its due date.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of ten % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and not as sureties.

\*Collateral - One each Pullman Sleeper Amtrack #800028\*

Signed in the presence of:

Edison M. Cesar III - Syncro

James Carpi - Debtor

Barbara F. Cesar - Syncro

GUARANTY

We the undersigned jointly and severally guaranty the prompt and punctual payment of all monies due under the aforesaid note and agree to remain bound until fully paid.

In the presence of:

Edison M. Cesar - Syncro

James Carpi - Debtor

Barbara F. Cesar - Syncro

