0100202003

DONELAN, CLEARY, WOOD & MASER, P. C.
ATTORNEYS AND COUNSELORS AT LAW
SUITE 850
1275 K STREET, N. W.
WASHINGTON, D. C. 20005-4078
TELEPHONE: (202) 371-9500
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RECORDATION NO. 18781-A FILED 1425
APR 28 1994 -9 15 AM
INTERSTATE COMMERCE COMMISSION

RECEIVED
OFFICE OF THE
SECRETARY
APR 28 9 08 AM '94
LICENSING BRANCH

April 28, 1994

Recordation No. 18781-A

Dear Mr. Strickland:

On behalf of Charter Financial, Inc., I submit for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Chattel Paper and Equipment Purchase Agreement (Limited Recourse) ("Assignment") dated as of April 28, 1994.

The parties to the enclosed Assignment are:

Atlantic & Western Railway, Limited Partnership - ASSIGNOR/SELLER
Suite 302
100 Professional Park
Carrolton, GA 30017

Charter Financial, Inc. - ASSIGNEE/BUYER
444 Madison Avenue
New York, NY 10022

The said Assignment, among other things, acts to assign to the Assignee the right, title and interest as specified therein of the Assignor as lessor in the CSX Transportation, Inc. Car Lease ("Lease") recorded April 22, 1994 under Recordation No. 18781 and should be recorded as "-A" under the same Recordation No. as the said Lease, namely as Recordation No. 18781-A.

The equipment covered by the instant Assignment is the equipment covered in the above-mentioned Lease.

A short summary of the Assignment to appear in the ICC Index is as follows:

"Assignment of interest in above lease."

Please index separately the name of the above-mentioned Assignee in the ICC "Vendee/Assignee" Index Book ("white pages") as follows:

Index under Charter Financial, Inc. saying, "See Recordation No. 18781-A."

Enclosed is a check in the amount of eighteen dollars ($18.00) in payment of the filing fees.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison

Allen H. Harrison, Jr.
Attorney for Charter Financial, Inc.
for the purpose of this filing.

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423
Enclosures
BY HAND

8376 -020

Interstate Commerce Commission

Washington, D.C. 20423

4/28/94

OFFICE OF THE SECRETARY

Allen H Harrison,Jr.
Donelan Cleary Wood & Maser
1275 K St N.W. Suite 850
Washington,D.C. 20005

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 4/28/94 at 9:15am, and assigned recordation number(s). 18779-A & 18781-A

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

1 cc file cy

RECORDATION NO 18781-A FILED 1425

APR 28 1994 -9 15 AM

INTERSTATE COMMERCE COMMISSION

CHATTEL PAPER AND EQUIPMENT PURCHASE AGREEMENT (LIMITED RECOURSE)

CHATTEL PAPER AND EQUIPMENT PURCHASE AGREEMENT (this "Purchase Agreement") is made this 28th day of APRIL, 1994, by and between CHARTER FINANCIAL, INC. ("Charter"), a New York corporation, with principal offices located at 444 Madison Avenue, New York, NY 10022, and Atlantic & Western Railway, Limited Partnership ("Seller"), a North Carolina limited partnership, with principal offices located at 2605 Thomas Drive, Panama City, FL 32408.

Seller has outstanding a lease with CSX Transportation, Inc. ("Customer"), a Virginia corporation, with an address at 500 Water Street, Jacksonville, Florida for the lease or rental of certain personal property (the "Cars"). The lease is dated April 1, 1994, and together with all attachments, schedules, instruments, guarantees, riders, notices, and financing statements related thereto are referred to collectively as the "Agreements". (The Cars and the Agreements are more fully described in the Schedule of Cars and Agreements annexed hereto and made a part hereof.) Seller wishes to sell and Charter wishes to purchase the Agreements and all of Seller's interest in the Cars. In consideration of the mutual promises contained herein. Charter and Seller agree as follows:

1. In reliance upon the warranties and representations herein and subject to the terms and conditions hereof, Seller hereby sells, transfers, conveys and assigns to Charter, its successors and assigns, without recourse as to Customer's financial ability to pay, and Charter hereby purchase from Seller, all of Seller's rights and interests in and to the Cars and the Agreements, including all amounts due and to become due thereunder, together with all of Seller's rights and remedies thereunder. Charter shall have the right in its own behalf and in its own name to take any action under the Agreements which Seller might have taken, save for this Purchase Agreement. The lease requires Customer to make six semi-annual payments, each in the amount of seventy three thousand two hundred dollars ($73,200.00) on the first day of July and the first day of January of each calendar year commencing July 1, 1994 and continuing through and including January 1, 1997, aggregating the total amount of four hundred thirty-nine thousand two hundred dollars ($439,200.00). The purchase price to be paid by Charter to Seller for the Agreements and the rights and interests in the Cars shall be an amount equal to three hundred eighty nine thousand eight hundred dollars and no/100 ($389,800.00). Contemporaneously with execution hereof, Seller shall deliver to Charter all of the Agreements. Durden

2. Seller warrants and represents to and covenants with Charter that

   a. Seller has the full legal right, power and authority to enter into this Purchase Agreement and the Agreements and to

consummate all of the transactions contemplated by this Purchase Agreement and the Agreements, the execution and delivery of this Purchase Agreement and the Agreements by Seller has been approved by all necessary corporate or other action, and none of Seller's obligations hereunder or thereunder will result in any breach of any provision of any agreement or instrument to which Seller is a party or by which Seller is bound;

b. Seller is a limited partnership duly organized, validly existing and in good standing under the laws of the State of North Carolina;

c. No consent, approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Seller of, or the consummation by the Seller of, the transactions contemplated by, the Agreements;

d. Neither the execution and delivery by the Seller of the Agreements, nor compliance by the Seller with the provisions thereof, conflicts with or results in a breach of any of the provisions of its certificate of limited partnership or partnership agreement;

e. the Cars identified on the Delivery and Acceptance Certificate annexed hereto, and on any supplement(s) to such Certificate have been delivered to and accepted by Customer in a condition satisfactory to Customer;

f. Seller has complied and will continue to comply with all its representations, warranties, covenants and all other obligations to Customer under each of the Agreements;

g. The obligation of Customer to pay all of the installments as set forth on the face of the Agreements is absolute and unconditional and shall not be affected by any circumstance whatsoever, and customer is required to make all such payments without interruption or abatement notwithstanding any event or circumstance whatsoever, including, without limitation, the late delivery, non-delivery, destruction or damage of or to the Cars, the deprivation or limitation of the use of the Cars, and notwithstanding any defense, set-off, recoupment or counterclaim or any other right whatsoever, whether by reason of breach of the Agreements or otherwise, which Customer may now or hereafter have against Seller, and whether any such event shall be by reason of any act or omission of Seller or otherwise;

h. Seller will indemnify and hold Charter harmless from and defend Charter against any liability or expense under or on account of any of the Agreements that arises out of or in connection with any mispresentation, breach of warranty or

any other improper act or omission of Seller;

i. no amount due under any of the Agreements has been prepaid by Customer to Seller, and no deposit has been paid by Customer to Seller except as specifically stated in the Agreements delivered to Charter;

j. Seller has not made any prior sale or assignment of any of the Agreements or any Cars to any person, firm or corporation, or granted any waiver under or agreed to any modification or amendment of the Agreements or any of them;

k. Seller is the Lessee of the Cars pursuant to a Railroad Car Lease dated as of April 1, 1994 between Seller as Lessee and Industrial Investment Corporation as Lessor and Seller has an absolute leasehold interest to each and every Car during the term of the Agreements and the absolute right to lease the Cars to Customer in accordance with the terms and conditions of the Agreements;

l. Seller shall not under any circumstances elect to delete any Cars from the lease or other Agreements whether under Section 19(a) of the lease or otherwise. In the event any of the Cars require modification pursuant to a regulation of the U. S. Department of Transportation or any other agency having jurisdiction over the operation or use of the Cars, Seller shall make or arrange to make all appropriate modifications to such Cars at Seller's expense, and Seller guarantees to Charter the continued payment of all installments which accrue and/or become payable during the period during which such modifications are being made to any Car(s) to the same extent as if modification was not required.

3. In addition to the representations and warranties made by Seller herein, Charter has entered into this Purchase Agreement in reliance upon the following:

a. that each of the Agreements is genuine and constitutes valid, binding and legal obligations of Customer enforceable against Customer (and all others who are parties thereto) in accordance with their terms, the only agreements executed with respect to the Cars, (except for the lease dated April 1, 1994 between Seller as lessee and Industrial Investment Corporation as lessor which is referred to in subsection "2k" above) and the copies given to Charter by Seller are the only originals thereof;

b. that the Cars are free and clear of all security interests, claims, liens and encumbrances of any kind or nature whatsoever;

c. that all signatures, names, addresses, amounts and other statements contained in the Agreements are true and correct;

d. that each of the Agreements conforms to all applicable laws and regulations and is legally enforceable in the state or states where the Customer and the Cars are located, and if filing or recording of the Agreements or any chattel mortgage, mortgage, trust deed, financing statement or similar instrument is required or permitted by law, the same has been so filed or recorded as to be effective against all persons;

e. that Seller has complied and will continue to comply with all of its representations, warranties, covenants and all other obligations to Customer with regard to the Cars whether or not arising under or in connection with the Agreements;

f. that Customer has received the terms of each of the Agreements and has neither disputed any obligation arising under any of the Agreements nor has any claim of defense or offset with respect to any of the Agreements or any of Customer's obligations thereunder;

g. that Customer has complied with all of its obligations to Seller under each of the Agreements, and Customer is not presently in default of any of such obligations;

h. that Customer has the full legal right, power and authoritiy to enter into the Agreements and to consummate all of the transactions consummated by the Agreements, the execution and delivery of the Agreements by Customer has been duly authorized and approved by all necessary corporate or other action, and none of the Customer's obligations thereunder will result in any breach of any provision of any agreement or instrument to which Customer is a party or by which Customer is bound;

i. that Customer is a corporation duly organized, validly existing and in good standing under the laws of the State of Virginia;

j. that no consent, approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution, delivery or performance by Customer of, or the consummation by Customer of, the transactions contemplated by, the Agreements; and

k. that neither the execution and delivery by the Customer of the Agreements, nor compliance by the Customer with the provisions thereof, conflicts with or results in a breach of any of the provisions of its respective certificates of incorporation or by-laws.

Seller shall be deemed to be in breach of its obligations to Charter hereunder and shall repurchase the Agreements and rights and

interests in the Cars pursuant to section 7 hereof if any of the foregoing shall be false.

4. Charter does not assume any of Seller's obligations under the Agreements and Charter shall have no obligation of lessor, lender or secured party under any of the Agreements, and nothing herein shall relieve Seller of any of its obligations under the Agreements.

5. Seller shall have no authority to, and will not, without Charter's prior written consent, accept collections, repossess or consent to the return of the Cars, or modify or amend, in any respect, the terms of any of the Agreements (except that pursuant to Section 3 of the Lease, Customer may return up to 4 Cars on April 1, 1995, and up to 4 Cars on April 1, 1996).

6. Any failure or delay by Charter in enforcing any right hereunder shall not be deemed a waiver of such right or of any subsequent default by Seller or of Charter's right to require strict performance of this Purchase Agreement.

7. If Seller shall breach any of its warranties, covenants or other obligations to Charter under this Purchase Agreement or any representation made to Charter under this Purchase Agreement shall be false, Seller shall repurchase the Agreements and the rights and interests in the Cars from Charter for the total amount of all unpaid payments thereunder, discounted using the simple interest method and the same discount rate used to compute the purchase price, whether due or to become due, at the time of such repurchase, together with appropriate penalties customarily charged by Charter and all costs of collection, if any, including but not limited to attorney's fees. Upon payment to Charter of the amounts set forth in this section 7, Charter shall have no further recourse against Seller.

8. This Purchase Agreement shall be binding upon and inure to the benefit of Charter and Seller and their respective successors and assigns.

9. If Charter or Seller shall retain an attorney for the purpose of enforcing any of its rights against the other under this Purchase Agreement, the successful party shall be entitled to recover all reasonable attorney's fees and costs from the other party.

10. Seller shall execute and deliver to Charter, on demand and from time to time, such other and additional documents and instruments as Charter shall reasonably deem necessary to vest in Charter full right, title and interest in the Agreements and all of Seller's rights and interests in the Cars (including title or a security interest as applicable).

11. Seller hereby waives notice of the amendment or modification of any of the Agreements, the granting to Customer of any indulgences or extensions of time for payment and all other notices or formalities to which Seller might otherwise be entitled.

12. Seller waives any right it may have to assert any counterclaim in any action to enforce Seller's obligations hereunder. The foregoing provision shall not bar Seller from asserting the substance of any such counterclaim in a separate action against Charter.

13. Seller's obligation to repurchase the Agreements and rights and interests in the Cars pursuant to Section 7 above shall terminate upon Charter's receipt of all of the payments due by Customer under the Agreements. Upon such payment in full Charter will assign the Agreements and its rights and interests in the Cars to Seller, without representation or warranty.

14. Seller warrants and represents to and covenants with Charter that this Purchase Agreement contains the entire agreement of the parties; all prior agreements, commitments, understandings, representations, warranties and negotiations in connection herewith, if any, are hereby merged into this Purchase Agreement, and no oral representations shall in any manner whatsoever modify or explain any of the terms and conditions of this Purchase Agreement or any of the Agreements.

15. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York. Seller hereby agrees that all actions or proceedings arising, directly or indirectly, in connection with, out of or related to this Purchase Agreement may be litigated, at Charter's sole discretion and election in courts in New York, and Seller hereby subjects itself to the jurisdiction of any local, state or federal court located within New York.

IN WITNESS WHEREOF, Charter and Seller have duly executed this Purchase Agreement as of the date first above written.

Attest: _____
Asst. Secretary

CHARTER FINANCIAL, INC.

By: _____

Title: Vice President

ATTEST:

_____
Linda G. Gray, Secretary

ATLANTIC & WESTERN RAILWAY LIMITED PARTNERSHIP
By: RAIL MANAGEMENT AND CONSULTING CORPORATION, its General Partner

By: _____
K. Earl Durden

Title: President
MD:ca

On this 20th day of April, 1994 before me personally came JEROME ROSEN the person who made the foregoing certification and being duly sworn by me did depose and say that the facts contained herein are true and correct.

Stewart Abram
Notary Public

HS:n

12. Seller waives any right it may have to assert any counterclaim in any action to enforce Seller's obligations hereunder. The foregoing provision shall not bar Seller from asserting the substance of any such counterclaim in a separate action against Charter.

13. Seller's obligation to repurchase the Agreements and rights and interests in the Cars pursuant to Section 7 above shall terminate upon Charter's receipt of all of the payments due by Customer under the Agreements. Upon such payment in full Charter will assign the Agreements and its rights and interests in the Cars to Seller, without representation or warranty.

14. Seller warrants and represents to and covenants with Charter that this Purchase Agreement contains the entire agreement of the parties; all prior agreements, commitments, understandings, representations, warranties and negotiations in connection herewith, if any, are hereby merged into this Purchase Agreement, and no oral representations shall in any manner whatsoever modify or explain any of the terms and conditions of this Purchase Agreement or any of the Agreements.

15. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of New York. Seller hereby agrees that all actions or proceedings arising, directly or indirectly, in connection with, out of or related to this Purchase Agreement may be litigated, at Charter's sole discretion and election in courts in New York, and Seller hereby subjects itself to the jurisdiction of any local, state or federal court located within New York.

IN WITNESS WHEREOF, Charter and Seller have duly executed this Purchase Agreement as of the date first above written.

Attest: _____
Asst. Secretary

CHARTER FINANCIAL, INC.

By: _____

Title: Vice President

ATTEST:

Linda Gray
Linda G. Gray, Secretary

ATLANTIC & WESTERN RAILWAY LIMITED PARTNERSHIP
By: RAIL MANAGEMENT AND CONSULTING CORPORATION, its General Partner

By: K. Earl Durden

Title: President
MD:ca

STATE OF Florida

COUNTY OF Bay

I, the undersigned authority in and for said County and State, hereby certify that K. Earl Durden whose name as President of the Rail Management + Consulting Corp, a Corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 19 day of April, 1994.

David Scott Helms

Notary Public

NOTARY PUBLIC STATE OF FLORIDA

DAVID SCOTT HELMS
My Commission CC326324
Expires Oct. 25, 1997
Bonded by HAI
800-422-1555

RE: INDUSTRIAL INVESTMENT COPRPORATION'S BOXCARS TO BE LEASED TO ATW AND ATW LEASE TO CSX:

Conversion from SOO LINE BOXCAR NUMBERS TO CSXT NUMBERS:

SOO NOS.	TO CSX NOS.	SOO NOS.	TO CSX NOS.
17502	134220	17508	134229
17510	134234	17512	134225
17516	134230	17520	134238
17532	134243	17538	134241
17540	134235	17562	134226
17568	134219	17572	134216
17574	134218	17582	134253
17588	134249	17592	134236
17596	134217	17610	134246
17614	134250	17630	134248
17658	134231	17664	134228
17670	134221	17690	134254
17694	134237	17702	134239
17706	134251	17714	134240
17740	134224	17758	134233
17760	134242	17766	134223
17776	134215	17782	134245
17786	134244	17788	134222
17798	134232	17816	134227
17818	134247	17822	134252

RE: INDUSTRIAL INVESTMENT CORPORATION'S BOXCARS TO BE LEASED TO ATW AND ATW LEASE TO CSX:

Conversion from CSXT BOXCAR NUMBERS TO SOO LINE NUMBERS:

CSXT NOS.	TO SOO NOS.	CSXT NOS.	TO SOO NOS.
134215	17776	134216	17572
134217	17696	134218	17574
134219	17568	134220	17502
134221	17670	134222	17788
134223	17766	134224	17740
134225	17512	134226	17562
134227	17816	134228	17664
134229	17508	134230	17516
134231	17658	134232	17798
134233	17758	134234	17510
134235	17540	134236	17592
134237	17694	134238	17520
134239	17702	134240	17714
134241	17538	134242	17760
134243	17532	134244	17786
134245	17782	134246	17610
134247	17818	134248	17630
134249	17588	134250	17614
134251	17706	134252	17822
134253	17582	134254	17690

DISTRICT OF COLUMBIA) SS.:

CERTIFICATE OF TRUE COPY

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, do hereby certify that I have compared the attached copy of the document entitled "Chattel Paper and Equipment Purchase Agreement (Limited Partnership)" dated April __, 1994 by and between Charter Financial, Inc. and Atlantic & Western Railway, Limited Partnership, with an executed original counterpart thereof and find the said attached copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereto affixed his signature this 26th day of April, 1994.

Allen H. Harrison, Jr.

Subscribed and sworn to before me
this 26th day of April, 1994

Diane G. Hausdein
Notary Public, D.C.

My Commission expires: 9.30.96