

NON-RECOURSE ASSIGNMENT

18172-A

MAR 22 1993 - 2 42 PM

In consideration of the sum of Four Hundred Seventy One Thousand Five Hundred Seventeen & 09/100 (\$471,517.09) the "Purchase Price"), the undersigned Charter Financial, Inc. ("Assignor") hereby sells, assigns and transfers to Sterling Bank & Trust, 28400 Northwestern Highway, Suite 400, Southfield, MI 48034 ("Bank") all of its right, title and interest in and to that certain Equipment Finance Lease dated March 8, 1993, by and between Assignor and RailAmerica, Inc., Huron and Eastern Railway Company, Inc., Saginaw Valley Railway Company, Inc. and RailAmerica Services Corporation (individually and collectively the "Debtor"), all riders, schedules and attachments thereto and documents executed in connection therewith (collectively the "Agreement") the payments due thereunder, the personal property covered thereby (the "Equipment"), and the Guaranty(s) ("Guaranty(s)" of N/A and N/A ("Guarantor(s)" dated N/A, 199_ guarantying payment of Assignor's obligations under the Agreement.

Except as otherwise expressly provided herein, this assignment is made WITHOUT RECOURSE but Bank is relying upon the following representations and warranties in accepting the assignment of the Agreement and Guaranty(s) (as used herein, "Without Recourse" shall mean that there is no personal liability on the part of Assignor; provided, however, that in no event shall the Without Recourse nature of this Assignment be deemed a satisfaction of the indebtedness of the Debtor under the Agreement or the security interest in the Equipment the Agreement and the Guaranties, all of which shall remain fully enforceable against the Debtor, the Guarantors, if any, and the Equipment):

1. Assignor does not know of any fact which impairs or will impair the validity, enforceability or collectibility of the Agreement and the Guaranty(s), or would render them or the Equipment less valuable. All obligations and undertakings to be performed by Assignor under the Agreement have been faithfully and fully performed by Assignor prior to this assignment. Assignor warrants that it has perfected its rights as a first priority secured party in the Equipment by due and proper filing and recording, wherever such filing and recording is required, and warrants compliance with all filing and recording requirements, hereby agreeing that any filing or recording thereof, which Bank may undertake, shall be at Assignor's expense. The omission or invalid accomplishment of such filing or recording shall not relieve Assignor of any responsibility to the Bank except to the extent that Bank fails to properly or timely file renewals, extensions or continuations Assignor shall be relieved of responsibility for any loss or damage arising therefrom.

2. Assignor warrants that the Agreement, the only original of which is attached hereto and delivered herewith is genuine and enforceable (subject to bankruptcy laws, other laws affecting creditors' rights and judicial powers of equity) and what it purports to be, and that all statements therein are true. Assignor warrants the Agreement to be free of any

concessions or special understandings with Debtor thereunder of any kind not expressed in writing in the Agreement, the Guaranty(s), or this assignment. Assignor also warrants that the Agreement and the Guaranty(s) are the only instruments executed in respect to the collateral or transaction described therein, and warrants that the obligations evidenced by the Agreement and/or Guaranty(s) are (and after the date of this Assignment continue to be) unconditionally due and payable in accordance with their terms, free from claims, defenses, setoffs or counterclaims of any kind or nature (subject to bankruptcy laws, other laws affecting creditors' rights and judicial powers of equity).

3. Assignor has not, except as to Bank hereunder, made any assignment of the Agreement or Guaranty(s) and will not hereafter make any such assignment.

4. Assignor expressly represents and warrants that the Agreement arises out of a bona fide financing of the Equipment between Assignor and Debtor, and that prior to the date of receipt set forth in the delivery receipt executed by Debtor, Debtor did not directly or indirectly have possession of or any interest in the Equipment (unless otherwise disclosed to Bank in writing), and all installments required by the Agreement to have been paid on or prior to the date of this Assignment, have been paid by Debtor and that there is no default under the Agreement, and that no part of any such installment was loaned directly or indirectly by Assignor to Debtor nor has any installment been prepaid except for the 60th installment as set forth in the Agreement.

5. Assignor warrants that the Equipment will at all times be free and clear of all superior liens, encumbrances or charges of any kind or character.

6. All descriptions of the Equipment contained in the Agreement are true, accurate and complete, and the Equipment is located at the place(s) indicated in the Agreement.

7. The Equipment is currently insured against loss or damage by fire and all other hazards normally included in standard extended coverage and it is insured against loss, injury or liability due to or arising out of the use and operation of the collateral in accordance with the provisions of the Agreement and Bank is designated as loss payee on such insurance.

8. The persons executing the Agreement and Guaranty(s) have legal capacity to do so; such execution is in conformity with all applicable laws; and, such signatures were not obtained or induced by misrepresentation or fraud, and in the case of a corporate Debtor, an appropriate corporate officer has certified that all necessary corporate action has been taken to authorize the execution of the Agreement and to permit the complete and timely performance of the terms and provisions thereof.

9. Assignor has full power, authority and right to execute this assignment and to perform its obligations hereunder,

including the transfer of all rights evidenced by the Agreement to the Bank.

10. Any and all corporate action necessary to permit and authorize the execution of this assignment, and the terms and provisions hereof, has been duly and properly taken.

11. Assignor acknowledges that it is not authorized or empowered to waive or vary the terms of the Agreement or Guaranty(s), and it will not at any time waive or consent to a postponement of strict compliance on the part of the Debtor or Guarantor(s) with any term, provision or covenant of the Agreement or Guaranty(s).

12. If Bank, in its sole discretion deems it reasonably necessary or proper in order to protect its rights in the Agreement and Guaranty(s), or the Equipment, or the payments due thereunder, then Bank may, acting in a commercially reasonable manner, extend or modify, in whole or in part, the Agreement and may enter into compromises or arrangements with the Debtor or Guarantor(s) and may repossess and resell any of the Equipment without affecting the liabilities or obligations of Assignor for a breach of representation of warranty hereunder.

13. Assignor agrees that Bank may audit its books and records relating to the Agreement and all other paper sold to it.

14. Bank may, acting in a commercially reasonable manner, take or refrain from taking any action to preserve Bank's or any other person's rights against any other person or the Equipment without exonerating Assignor from any liability or obligation for a breach of representation or warranty under this Assignment.

15. Assignor agrees that in the event of the breach of any of the foregoing representations, covenants, warranties and/or agreements, Assignor will repurchase the Agreement from Bank, for cash, in an amount equal to the then present value of the unpaid balance of payments remaining on the Agreement calculated as of the date of repurchase using the discount rate used to compute the Purchase Price, plus all costs reasonably incurred by Bank (including reasonable attorneys' fees incurred by Bank in enforcing this Assignment and/or the Agreement). If Assignor fails to repurchase the Agreement from Bank within thirty (30) days after notice of such breach by Assignor, then and in that event Bank shall have full, absolute and unfettered recourse against Assignor for all damages incurred by Bank as a result of such breach by Assignor without first requiring Bank to proceed against the Debtor or Guarantor(s), if any, or the Equipment.

16. Assignor agrees to pay all reasonable court costs and expenses and reasonable attorneys' fees incurred by Bank in connection with its enforcement of this assignment whether or not suit is brought.

17. Words of any gender used in this assignment shall be

held to include any other gender, and words in the singular number shall be held to include the plural where the sense requires.

18. This assignment shall be governed by and construed in accordance with the laws of the State of Michigan and none of the terms hereof shall be modified or discharged except by a writing signed by an officer of Assignor and Bank. Assignor agrees to submit to the jurisdiction of the State and/or Federal Courts in the State of Michigan in connection with any action or proceeding brought to enforce this Assignment. The venue of any action or proceeding relating to the enforcement of this Assignment shall be deemed proper if brought in a Federal or State Court in Michigan selected solely by Bank.

CHARTER FINANCIAL, INC.

BY: Stewart Abramson
Vice President

Dated: 3/16/93

State of New York)
)
County of New York)

On this, the 16TH day of MARCH, 1993, before me personally appeared Stewart Abramson, to me personally known, who being duly sworn, did say that he is Vice President of CHARTER FINANCIAL, INC., that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing assignment was the free act and deed of such corporation.

[Signature]
Notary Public

My commission expires: 12-31-93
MF:a.n-r.s

LIVIA NERBY
Notary Public, State of New York
No. 81400770
Qualified in New York County
Commission Expires March 30, 1985

12-31-93