

ASSIGNMENT OF TUFFY LEASES AND AGREEMENT dated as of November 1, 1976 (herein, as the same may be amended or supplemented from time to time as permitted hereby, called "this Assignment of Leases"), among ARVIN FINANCE CORPORATION, an Indiana corporation (herein, together with any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets, called "the Assignor"), having an office at 1531 Thirteenth Street, Columbus, Indiana 47201, and ATC COMPANY, a New York partnership (herein called "ATC"), having an address at 888 Seventh Avenue, New York, New York 10019, AMANDA-REID PROPERTIES, INC., a Delaware corporation (herein called "the Company"), having an address c/o The March-Eton Corporation, 53 Main Street, Concord, Massachusetts 01742, and SHAWMUT BANK OF BOSTON, N.A. and W.B. WADLAND, as Trustees under the Collateral Trust Indenture, Assignment and Security Agreement dated as of November 1, 1976 (herein, as the same may be amended or supplemented from time to time as permitted thereby, called "the Indenture"), among the Company, ATC and said Trustees (herein in their respective capacities as Trustees under the Indenture, together with their respective successors as such Trustees called "the Trustees"), each of said Trustees having an address at One Federal Street, Boston, Massachusetts 02110.

PRELIMINARY STATEMENT

Each Property hereinafter referred to has been purchased by Arthur G. Cohen, as Trustee under Indenture of Trust dated October 17, 1966 (herein called "the Original Lessor"), and has been leased by the Original Lessor to the Assignor pursuant to the composite Lease and Agreement of even date herewith (herein, as the same may be amended or supplemented from time to time as permitted thereby, called "the Lease Agreement"), between the Original Lessor, as lessor, and the Assignor, as lessee, which Lease Agreement constitutes a separate lease and agreement with respect to such Property (each such separate lease and agreement, whether evidenced by the Lease Agreement or by a separate or substitute lease and agreement as contemplated by the Lease Agreement, as the same may be amended or supplemented from time to time as permitted thereby, is herein called a "Lease") even though the Lease Agreement is a composite instrument which also constitutes a separate lease and agreement with respect to each of the other Properties subject thereto. Each "Property" consists of the one or more parcels of land described under a separate Property No. in Schedule A hereto, together with all improvements at any time existing thereon, all fixtures at any time affixed thereto (but not including trade fixtures, machinery and equipment which remain the property of the Assignor pursuant to section 6(c) of the Lease of such Property) and all easements, rights and appurtenances at any time relating thereto.

The Original Lessor has transferred its interest in the Properties and the Leases to ATC pursuant to deeds from the Original Lessor, as grantor, to ATC, as grantee, in exchange for other properties.

Each Property has been leased by the Assignor to Tuffy Service Centers, Inc., a Michigan corporation ("Tuffy"), pursuant to an unrecorded individual lease of such Property (herein collectively called the "Tuffy Leases") which incorporates the Master Lease dated February 15, 1973, each between the Assignor, as lessor, and Tuffy, as lessee.

The Company and ATC have entered into two separate Note Purchase Agreements dated November 1, 1976 (herein, as the same may be amended or supplemented from time to time as permitted thereby, called "the Note Purchase Agreements"), with Aetna Life Insurance Company and The Lincoln National Life Insurance Company, respectively (herein called "the Note Purchasers"), and the Company will issue its 9 $\frac{1}{4}$ % Secured Notes due December 1, 2001 in the aggregate principal amount of \$8,000,000 as permitted by the Note Purchase Agreements and the Indenture (all notes of the Company as from time to time may be outstanding as defined in the Indenture are herein collectively called "the Notes"). The Company will apply the proceeds from

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