

Paragraphs 3, 4, 5, 6, 7

Mortgage, and the performance and observance of the provisions thereof, the assignments made by ATC to the Company and by the Company to the Trustees pursuant to this Assignment of Lease and all rights herein assigned by ATC to the Company and by the Company to the Trustees shall cease and terminate and all the estate, right, title, interest, claim and demand of the lessor under the Tuffy Lease in and to the above-described assigned properties shall revert to the lessor under the Tuffy Lease, and the Company and the Trustees shall at the request of the lessor under the Tuffy Lease deliver to such lessor an instrument cancelling the assignments made to them, respectively, pursuant to this Assignment of Lease and reassigning the above-described assigned properties to the lessor under the Tuffy Lease; *provided, however*, that any actual or contingent obligations and liabilities of the lessee under the Tuffy Lease to or for the benefit of the Company or the Trustees and their assigns which arose on or prior to such termination shall survive.

4. NOTICES BY THE ASSIGNOR; POWER OF ATTORNEY:

(a) The Assignor hereby agrees to send to ATC, the Company and the Trustees at their addresses set forth at the beginning of this Assignment of Leases by prepaid registered or certified mail, copies of all notices and other instruments or communications received by it from the lessee under the Tuffy Lease or required or permitted to be given by the lessor under the Tuffy Lease pursuant thereto.

(b) The Assignor hereby constitutes ATC, ATC hereby constitutes the Company and the Company hereby constitutes each of the Trustees, respectively, its true and lawful attorney, irrevocably, with full power (in the name of the Assignor, ATC, the Company or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due and to become due from Tuffy under or arising out of the Tuffy Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which such constituted person may deem to be necessary or advisable; *provided, however*, that such power of attorney to the Company and the Trustees shall be in effect only so long as the assignments by ATC to the Company and by the Company to the Trustees pursuant to this Assignment of Lease shall not have been terminated pursuant to paragraph 3 hereof.

5. REPRESENTATIONS AND WARRANTIES:

The Assignor represents and warrants that the Tuffy Lease is in effect and no notice of default under any Tuffy Lease has been given to Tuffy, and the Assignor, ATC and the Company, respectively, each further represents and warrants that it has not executed any assignment of, or in any way affecting, the subject matter of the assignment made by it pursuant to this Assignment of Lease other than the assignments made pursuant to the Mortgage and the Indenture.

6. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS:

The parties hereto each agree that the assignments made by it pursuant to this Assignment of Lease are irrevocable, and that it will not, while said assignments are in effect or thereafter until Tuffy has received from the Trustees notice of the termination of certain assignments pursuant to paragraph 3 hereof, take any action as lessor under the Tuffy Lease or otherwise which is inconsistent with said assignments, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Assignor, ATC and the Company each will from time to time, upon request of the Trustees, execute all instruments of further assurance and all such supplemental instruments as the Trustees may specify.

7. AMENDMENT OR TERMINATION OF THE TUFFY LEASE:

The Assignor, ATC and the Company each agrees that it will not, *except* as permitted by the Tuffy Lease, the Mortgage or the Indenture, enter into any agreement subordinating, amending, supplementing,

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