

Paragraphs 1, 2, 3

- (ii) ATC does to the Company, and
- (iii) the Company does to the Trustees,

in each case, respectively, assign, transfer, convey and set over, the Tuffy Lease, and all of such assignor's estate, right, title, interest, claim and demand as lessor thereunder, including all extensions of the term of the Tuffy Lease, together with all rights, powers, privileges, options and other benefits of the lessor under the Tuffy Lease, including, without limitation, the immediate and continuing right to receive and collect all rents and other payments, tenders and security payable to or receivable by the lessor under the Tuffy Lease (whether as Monthly Basic Rental or Additional Rent as defined therein or as the purchase price for any Property or any portion thereof or other property, or otherwise), and the right to make all waivers, consents and agreements, to accept or reject any offer by Tuffy to purchase (or if Tuffy shall exercise its option to purchase or be required to purchase) the interest of the lessor under the Tuffy Lease in the Property or any portion thereof or other property, as provided in the Tuffy Lease, and upon acceptance of any such offer (or upon such exercise or required purchase) to execute and deliver, in the name and on behalf of the lessor under the Tuffy Lease, as agent and attorney-in-fact of the lessor under the Tuffy Lease, with an interest, an appropriate instrument or instruments of transfer covering the interest of the lessor under the Tuffy Lease in the Property or any portion thereof or other property, purchased by Tuffy in accordance with the Tuffy Lease, and to perform as such agent and attorney-in-fact all other necessary or appropriate acts with respect to any such purchase, to give and receive copies of all notices and other instruments or communications, to take such action upon the occurrence of an event of default under the Tuffy Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Tuffy Lease or by law, and to do any and all other things whatsoever which the Assignor or any lessor under the Tuffy Lease is or may be entitled to do thereunder. Whenever in the Tuffy Lease any benefit of any protection against liability is bestowed upon "Lessor", or any indemnification is addressed to "Lessor", or any opinion or certificate is required to be delivered and addressed to "Lessor", or any agreement is made to pay the costs and expenses incurred by "Lessor", the term "Lessor" shall be deemed to include both the lessor under the Tuffy Lease, ATC, the Company and the Trustees and their assigns even though no obligations of the lessor under the Tuffy Lease are imposed upon ATC, the Company, the Trustees and their assigns.

2. RIGHTS AND OBLIGATIONS OF THE ASSIGNOR UNDER THIS ASSIGNMENT OF LEASE:

(a) ATC, the Company and the Trustees each hereby agrees that, notwithstanding the assignment by Assignor to ATC, the assignment by ATC to the Company and the assignment by the Company to the Trustees contained in paragraph 1 of this Assignment of Lease, prior to the occurrence of an Event of Default under the Lease, the Assignor shall have the right to collect rents, income and profits from the Tuffy Lease and to retain, use and enjoy the same, *provided, however*, that even prior to the occurrence of such Event of Default the Assignor shall not have the right to collect or accept any rent more than two months in advance of the date such rent is due and payable pursuant to the terms of the Tuffy Lease without the prior written consent of ATC, the Company and the Trustees.

(b) The Assignor hereby agrees to perform all obligations of the lessor under the Tuffy Lease.

3. CERTAIN ASSIGNMENTS AS COLLATERAL SECURITY:

The assignments made by ATC to the Company and by the Company to the Trustees pursuant to this Assignment of Lease are executed as collateral security, and the execution and delivery of this Assignment of Lease shall not in any way impair or diminish any obligations of the Assignor to perform the obligations of the lessor under the Tuffy Lease nor shall any of such obligations be imposed upon the Company or the Trustees or any assignees of the Company or the Trustees. Upon the payment of the principal of (and premium, if any) and all interest on the Lessor's Note of all other sums payable on the Lessor's Note and under the Lease and the

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