

Paragraph 1

the sale of the Notes to purchase a like aggregate principal amount of the 9 $\frac{1}{4}$ % Non-Recourse Notes due December 1, 2001 of ATC (all notes of ATC as from time to time outstanding under the Mortgages hereinafter referred to are herein collectively called the "Lessor's Notes"). As security for the Lessor's Note issued with respect to a particular Property, ATC has executed and delivered to the Company a mortgage, deed of trust, deed to secure debt or other security instrument of even date herewith each of which constitutes a separate mortgage, deed of trust, deed to secure debt or other security instrument, as the case may be, with respect to such Property (each such separate mortgage, deed of trust, deed to secure debt and other security instrument, as the same may be amended or supplemented from time to time as permitted thereby and by the Indenture, is herein called a "Mortgage"). As security for the Notes, the Company and ATC have executed and delivered to the Trustees the Indenture.

The Assignor is entering into this Assignment of Leases in order to induce the Lessor to issue the Lessor's Notes and to induce the Company to purchase the Lessor's Notes from ATC.

This Assignment of Leases constitutes a separate assignment of Tuffy lease and agreement with respect to each of the Tuffy Leases and, as used herein, the term "this Assignment of Lease" shall mean the separate assignment of lease and agreement with respect to a particular Tuffy Lease, the term "the Tuffy Lease" shall mean such Tuffy Lease, the term "the Mortgage" shall mean the Mortgage executed and delivered with respect to the particular Property subject to such Tuffy Lease, the term "the Lease" shall mean the Lease of the particular Property and the term "the Lessor's Note" shall mean the Lessor's Note issued with respect to a particular Property, which Lessor's Note shall have an original principal amount equal to the amount set forth with respect to the particular Property on Schedule A to such Mortgage. This Assignment of Lease shall secure the Lessor's Note. The terms used herein which are defined in the Lease shall have the meaning therein specified unless herein otherwise provided.

As contemplated by section 15 of each Lease, a new "Property" may be substituted for the Property subject to such Lease. Upon each such substitution, the substitute Property will constitute a "Property", the substitute Tuffy Lease with respect to such Property will constitute a "Tuffy Lease", the substitute assignment of Tuffy lease and agreement with respect to such Lease will constitute an "Assignment of Lease", and the substitute mortgage, deed of trust, deed to secure debt or other security instrument, as the case may be, with respect to such Property will constitute a "Mortgage".

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

**I. ASSIGNMENT OF TUFFY LEASE:**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in furtherance of the provisions of the Lease and the Mortgage and as further security for the payment of the principal of (and premium, if any) and all interest and all other sums payable on the Lessor's Note, and of all other sums payable under the Lease and the Mortgage and the performance and observance of the provisions thereof,

- (i) the Assignor has to ATC,
- (ii) ATC has to the Company, and
- (iii) the Company has to the Trustees,

in each case, respectively, assigned, transferred, conveyed and set over, and by these presents

- (i) the Assignor does to ATC,

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