

Paragraphs 7, 8

hypothecating, waiving, discharging or terminating the Tuffy Lease without the Trustees' prior written consent thereto, and that any attempted subordination, amendment, supplement, hypothecation, waiver, discharge or termination without such consent shall be void unless permitted by the Tuffy Lease, the Mortgage or the Indenture. In the event that the Tuffy Lease shall be amended or supplemented as herein permitted, the Tuffy Lease as so amended or supplemented shall continue to be subject to the provisions of this Assignment of Lease without the necessity of any further act by any of the parties hereto.

8. MISCELLANEOUS:

(a) This Assignment of Lease shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of the parties hereto. The headings to the various paragraphs of this Assignment of Lease have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Assignment of Lease. Neither this Assignment of Lease nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only as herein expressly provided or by an instrument signed by the party against whom enforcement of such amendment, modification, waiver, discharge or termination is sought. If any provision of this Assignment of Lease or any application thereof shall be invalid or unenforceable, the remainder of this Assignment of Lease and any other application of such provision shall not be affected thereby.

(b) This Assignment of Leases may be executed in two or more counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Assignment of Leases. It shall not be necessary in making proof of this Assignment of Leases to produce or account for more than one such counterpart signed by the party against which enforcement of this Assignment of Leases is sought. This Assignment of Leases shall in all respects be governed by, and construed and enforced in accordance with, the laws (including the conflict of laws rules) of the State of New York, including all matters of construction, validity and performance. The Trustees shall signify their acceptance of the provisions of this Assignment of Leases by executing and delivering the Indenture. The Trustees' acceptance of the provisions of this Assignment of Leases shall be upon the terms and conditions set forth in Article VII of the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustees in respect of any action taken by the Trustees or either of them hereunder. Without limiting the generality of the foregoing, by their acceptance of the provisions of this Assignment of Leases the Trustees assume no responsibility as to the validity or enforceability hereof or for the correctness of the recitals of fact herein contained, which shall be taken as the statements, representations and warranties of the other parties. The Assignor, ATC, and the Company each hereby waives notice of the Trustees' acceptance of the provisions of this Assignment of Leases.

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