

(4)
Property 163112 Pelham, Alabama

This instrument prepared by,
recording requested by,
and when recorded return to:

MAYER, BROWN & PLATT
1675 Broadway
New York, New York 10019
Attention: Michael Sloyer, Esq.

LEASE SUPPLEMENT (IMPROVEMENTS) AND
MEMORANDUM OF LEASE AND DEED OF TRUST

dated as of May 5, 2000

between

BRIDGESTONE/FIRESTONE, INC.,
as the Lessee,

and

SUMITOMO BANK LEASING AND FINANCE, INC.,
as the Lessor

Location of Premises:
County of Shelby
State of Alabama

Inst # 2000-15223

05/09/2000-15223
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
019 HNS 1661.00

Caraba Title, Inc.

THIS LEASE SUPPLEMENT (IMPROVEMENTS) AND MEMORANDUM OF LEASE AND DEED OF TRUST (this "Memorandum") dated as of May 5, 2000, among BRIDGESTONE/FIRESTONE, INC., an Ohio corporation, having a principal office at 50 Century Boulevard, Nashville, Tennessee 37214, as the Lessee and as Mortgagor (the "Lessee"), and SUMITOMO BANK LEASING AND FINANCE, INC., as the Lessor (the "Lessor"), having an address at 277 Park Avenue, New York, New York 10172

W I T N E S S E T H:

WHEREAS, the Lessor is the owner in fee simple of the Land described in Schedule I attached hereto and of all the Improvements and Appurtenant Rights located on such Land as described in Schedule II hereto (such Improvements together with any Appurtenant Rights thereto, the "Property"; provided that the Land as described in Schedule I shall not be included in the definition of "Property" and is not intended to be conveyed hereby); and

WHEREAS, the Lessor wishes to lease the Property to the Lessee and the Lessee wishes to lease the Property from the Lessor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Memorandum, as follows:

SECTION 1. Certain Terms. Capitalized terms used but not otherwise defined in this Memorandum have the meanings specified in Appendix 1 to the Master Lease and Security Agreement, dated as of September 9, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Lease"), between the Lessee and the Lessor; and the rules of interpretation specified in Appendix 1 to the Lease (as such Appendix 1 may be amended, supplemented, amended and restated or otherwise modified from time to time) shall apply to this Memorandum.

SECTION 2. Property. Effective upon the execution and delivery of this Memorandum by the Lessor and the Lessee, the Property shall be subject to the terms and provisions of the Lease as and to the extent provided in Section 1.2 of the Lease.

Subject to the terms and conditions of the Lease, the Lessor hereby leases the Property to the Lessee for the Term (as defined below) of this Memorandum, and the Lessee hereby agrees, expressly for the direct benefit of the Lessor, to lease the Property from the Lessor for the Term.

SECTION 3. Lease Term. The term of this Memorandum (the "Term") shall begin on the earlier of (i) the date of Completion or (ii) twenty-four months after the Documentation Date, and

shall end on the Expiration Date under the Operative Documents, unless the Term with respect to the Property is earlier terminated in accordance with the provisions of the Lease or the other Operative Documents. For and in consideration of good and valuable consideration paid by the Lessee to the Lessor as described in the Lease, the Lessor hereby grants to the Lessee the right to purchase the Property or to market and sell the Property during the Term of this Memorandum on the terms set forth in the Lease.

SECTION 4. Ownership of the Property. (a) It is the intent of the parties that: (a) the Lease constitutes an operating lease from Lessor to the Lessee for purposes of the Lessee's financial reporting, (b) the Lease and other transactions contemplated hereby will result in Lessee being recognized as the owner of the Property for Federal and state income tax and bankruptcy purposes, (c) each Memorandum of Lease grants to Lessor a Lien on the Lessee's interest in the Property covered thereby, and (d) the obligations of the Lease to pay Basic Rent and any part of the Lease Balance shall be treated as payments of interest and principal, respectively, for Federal and state income tax and bankruptcy purposes. Lessor shall be deemed to have a valid and binding security interest in and Lien on the Lessee's interest in the Property, free and clear of all Liens other than Permitted Liens, as security for the obligations of the Lessee under the Operative Documents (it being understood and agreed that the Lessee does hereby grant a Lien, and convey, transfer, assign, mortgage and warrant to Lessor and its successors, transferees and assigns, the Property and any proceeds or products thereof, to have and hold the same as collateral security for the payment and performance of the obligations of the Lessee under the Operative Documents). Each of the parties hereto agrees that it will not, nor will it permit any Affiliate to at any time, take any action or fail to take any action with respect to the preparation or filing of any income tax return, including an amended income tax return, to the extent that such action or such failure to take action would be inconsistent with the intention of the parties expressed in this Section 4.

(b) Specifically, without limiting the generality of clause (a) of this Section 4, the parties hereto intend and agree that in the event of any insolvency or receivership proceeds or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof affecting Lessee, Lessor or any collection actions, the transactions evidenced by the Operative Documents shall be regarded as loans made by the Lessor to the Lessee.

(c) Specifically, without limiting the generality of subsection (b), the Lessor and the Lessee intend and agree that with respect to the nature of the transactions evidenced by the Lease in the context of the exercise of remedies under the Operative Documents, including, without limitation, in the case of any insolvency or receivership proceedings or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof affecting the Lessee and the Lessor, or any enforcement or collection actions, the transactions evidenced by the Lease are loans made by the Lessor as an unrelated third party lenders to the Lessee secured by all of Lessee's right, title and interest in and to the Property (it being understood that the Lessee hereby mortgages, grants, bargains, sells, releases, confirms, conveys, assigns, transfers and sets over to the Lessor, and grants a security interest in, all of Lessee's right, title and interest in and to the Property) and a leasehold mortgage on the Lessee's leasehold estate under the Lease, all to secure \$1,070,940.38 of the principal amount of such loans, effective on the date hereof, to have and to hold such interests in the Property unto the Lessor and its successors and assigns, forever, provided always that these presents are upon the express condition that, if all amounts due under the Lease and the other Operative Documents shall have been paid and satisfied in full, then the Property shall thereupon be, and be deemed to have been, reconveyed, released and discharged from the mortgage lien created by this Lease Supplement, and the Lessor will, at the Lessee's sole cost and expense, without recourse, representation or warranty, execute, acknowledge and deliver all instruments required to effect such reconveyance, release and discharge.

As additional security for \$1,070,940.38 in principal amount of the Rent, the Lease Balance and all other sums owed to the Lessor by the Lessee under the Lease, the Lessee does hereby grant, bargain, sell, transfer and convey unto the Lessor, its successors in trust and assigns, WITH POWER OF SALE, all of the Lessee's right, title and interest in and to the Property, including, without limitation, all buildings, structures and other improvements, and all fixtures and other property now or hereafter permanently attached to or affixed to any such buildings, structures or other improvements, and any additions and alterations thereto or replacements thereof, now or hereafter built, constructed or located upon the Property, all rents, additional rents, issues, income, revenues, distributions, royalties and profits now or in the future payable in respect of the Property, together with all of the right, power and authority of the Lessee to alter, modify or change the terms, conditions and provisions of the Lease and any other lease pertaining to the Property, to consent to any request made by a tenant or landlord

pursuant thereto, or to surrender, cancel or terminate the same or to accept any surrender, cancellation or termination of the same, together with all of the options, rights, powers and privileges of the Lessee under any lease pertaining to the Property, whether heretofore or hereafter existing, including, without limitation, the rights and options to purchase the Property contained in Articles XXII and XXIV of the Lease, and all present and future right, title and interest of the Lessee in and to (i) all refunds, tax abatement agreements, rebates, reserves, deferred payments, deposits, cost savings, awards and payments of any kind due from or payable by (a) any Governmental Authority, or (b) any insurance or utility company, in each case under clause (a) or (b) above in respect of the Property, and (ii) all refunds, rebates and payments of any kind due from or payable by any Governmental Authority for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon the Lessee in respect of the Property, and all plans and specifications, designs, drawings and other information, materials and matters heretofore or hereafter prepared relating to the Property or any construction on the Property, all proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation the proceeds of insurance and condemnation awards in respect of the Property or any portion thereof, all additional estates, rights and interests hereafter acquired by the Lessee in the Property, or any portion thereof, together with all proceeds of the conversion, whether voluntary or involuntary, of any of the Property into cash or other liquid claims, including without limitation, all awards, payments or proceeds, including interest thereon, and the right to receive the same, which may be made as a result of any casualty, any exercise of the right of eminent domain or deed in lieu thereof, any injury to the Property and any defect in title in the Property or other matter insured under any policy of title insurance, together with attorney's fees, costs and disbursements incurred by the Lessor in connection with the collection of such awards, payments and proceeds, and the Lessee further grants to the Lessor, pursuant to the Alabama Uniform Commercial Code (the "UCC"), a security interest in all present and future right, title and interest of the Lessee in and to any portion of the foregoing property for which a security interest may be created under the UCC.

To have and to hold the same whether now owned or held or hereafter acquired unto the Lessor, its successors and assigns, forever, WITH POWER OF SALE, to secure to the Lessor the payment of \$1,070,940.38 of the principal amount of the Rent, the Lease

Balance and all other sums owing to the Lessor under the Lease and the performance and observance of the terms, covenants, warranties, conditions, agreements and obligations under the Lease. If the Lessee shall pay all sums due under the Lease when due according to the terms thereof and shall otherwise fully and properly perform and comply with all of the obligations, agreements, terms and conditions of the Lease, then the grant and conveyances contained herein shall become null and void and the Property shall thereupon be, and be deemed to have been, reconveyed, released and discharged from the mortgage lien created by this Lease Supplement, and the Lessor will, at the Lessee's sole cost and expense, without recourse, representation or warranty, execute, acknowledge and deliver all instruments required to effect such reconveyance, release and discharge.

In the event of the occurrence of an Event of Default, then the entire unpaid balance of all sums due under the Lease and the interest accrued thereon shall, at the option of the Lessor and with prior written notice, immediately become due and payable for all purposes, whether or not due according to the maturity date or dates thereof; and all other indebtedness, the payment of which is secured hereby, shall likewise become due and payable. The Lessor is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Property or any part thereof and to take possession of the Property and exercise without interference from the Lessee, any and all rights which the Lessee has with respect to the management, possession, operation, protection or preservation of the Property; provided, however, that Lessee shall be entitled, up to 90 days after the consummation of any foreclosure proceedings hereunder to enter the Property during normal business hours for the purpose of removing its personal property and trade fixtures therefrom at its expense, provided that such personal property and trade fixtures are not Improvements and Lessee repairs any damage to the Improvements caused by such removal.

Upon the occurrence of an Event of Default, or at any time thereafter, this Memorandum shall be subject to foreclosure and may be foreclosed as now provided by law in the case of past due mortgages, and the Lessor shall be authorized, at its option, whether or not possession of the Property is taken, after giving notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale, together with a description of the Property (or such part or parts thereof as Lessor shall elect to sell), by publication in a newspaper published in the county or counties wherein the Property (or such

part or parts thereof as Lessor may from time to time elect to sell) in front of the main or front courthouse door of the county in which the Property is located, at public outcry, to the highest bidder. The Property may be sold as a whole or in separate lots, parcels or items and in such order as the Lessor may direct, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Lessor shall deliver to such purchaser(s) a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty express or implied, subject to any statutory right of redemption not effectively waived hereby. The recitals in such deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any Person, including the Lessor, may purchase at any sale. After deducting all costs, fees and expenses of the Lessor, including costs of evidence of title in connection with any sale, the Lessor shall apply the proceeds of sale, in the following order of priority, to payment of the following (collectively, the "Obligations"): (i) first, all amounts expended by or for the account of the Lessor under the terms hereof and not then repaid, with accrued interest at the Overdue Rate; and (ii) second, all other amounts then due and owing hereunder including, without limitation, all Basic Rent, Supplemental Rent, the full amount of the Lease Balance (Improvements) as of the date of sale as if the Lease had been terminated with respect to all of the Properties then subject to the Lease under Article XVIII of the Lease, and all other amounts then payable by the Lessee under the Lease and the other Operative Documents, with the Lessor having the right to apply the proceeds of sale to the amounts described above in this clause (ii) in such order, proportion and priority as the Lessor may elect in its sole and absolute discretion. To the extent permitted by applicable statutes, the Lessor may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may again postpone that sale by public announcement or subsequently noticed sale, and without further notice may make such sale at the time fixed at the last postponement or may, in its discretion, give a new notice of sale. A sale of less than all of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein, and subsequent sales may be made hereunder until all of the Obligations have been satisfied or the entire Property has been sold, without defect or irregularity. No action of the Lessor based upon the provisions contained herein or contained in the applicable statutes shall constitute an election of remedies which would preclude the Lessor from pursuing judicial foreclosure before a completed sale pursuant to the power of sale

contained herein. The Lessor shall have the right, with the irrevocable consent of the Lessee hereby given and evidenced by the execution of this instrument, to obtain appointment of a receiver by any court of competent jurisdiction without further notice to the Lessee, which receiver shall be authorized and empowered to enter upon and take possession of the Property, including all personal property used upon or in connection with the property herein conveyed comprising Improvements to such real property, to let the Property, to receive all the rents, issues and profits, if any, which may be due or become due in respect to the leasing of the Property to another party ("Property Rents"), and apply the Property Rents after payment of all necessary charges and expenses to reduction of the Obligations in such order, proportion and priority as the Lessor may elect. At the option of the Lessor, the receiver shall accomplish entry and taking possession of the Property by actual entry and possession or by notice to the Lessee. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by the Lessor for the purpose of protecting the value of the Property as security for the Obligations. The amounts evidenced by receiver's certificates shall bear interest at the Overdue Rate and may be added to the Obligations. It is acknowledged that A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT; A POWER OF SALE MAY ALLOW THE LESSOR TO TAKE THE PROPERTY AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE LESSEE UNDER THIS INSTRUMENT.

If (a) the Property shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Memorandum, the Lessor shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Property is located (whether or not such property is owned by the Lessor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, the Lessor may, in its sole discretion, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Property), which action may be brought or consolidated in the courts of any county in which any of such collateral is located. The Lessee acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to the Lessor to extend the Advances, and the Lessee expressly and irrevocably waives any objections to the

commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. The Lessee further agrees that if the Lessor shall be prosecuting one or more foreclosure or other proceedings against a portion of the Property or against any collateral other than the Property, which collateral directly or indirectly secures the Obligations, or if the Lessor shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Property is located, the Lessor may commence or continue foreclosure proceedings and exercise its other remedies granted in this Memorandum against all or any part of the Property and the Lessee waives any objections to the commencement or continuation of a foreclosure of this Memorandum or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Memorandum or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Memorandum nor the exercise of any other rights hereunder nor the recovery of any judgment by the Lessor in any such proceedings shall prejudice, limit or preclude the Lessor's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Property is located) which directly or indirectly secures the Obligations, and the Lessee expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Memorandum, and the Lessee also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Memorandum on such basis.

If the Lessor so elects, the Lessor may sell any personal property covered by this instrument at one or more separate sales in any manner permitted by the UCC. One or more exercises of the powers herein granted shall not extinguish nor exhaust such powers until the entire Property is sold or until the entire amounts evidenced and/or secured by the Lease and the Operative Documents is paid in full.

(d) Specifically, but without limiting the generality of subsection (b), the Lessor and the Lessee further intend and agree that, with respect to that portion of the Property

constituting personal property comprising Improvements, for the purpose of securing the Lessee's obligations for the repayment of the above-described obligations to the Lessor, (i) the Lease shall also be deemed to be a security agreement and financing statement within the meaning of Article 9 of the UCC; (ii) the conveyance provided for hereby shall be deemed to be a grant by the Lessee to the Lessor of a lien and security interest in all of the Lessee's present and future right, title and interest in and to such portion of the Property, including but not limited to the Lessee's leasehold estate therein and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, investments, securities or other property, whether in the form of cash, investments, securities or other property to secure such obligations, effective on the date hereof, to have and to hold such interests in the Property unto the Lessor and its successors and assigns, forever, provided always that these presents are upon the express condition that, if all amounts due under the Lease shall have been paid and satisfied in full, then this instrument and the estate hereby granted shall cease and become void; (iii) the possession by the Lessor of notes and such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party" for purposes of perfecting the security interest pursuant to Section 9-305 of the UCC; and (iv) notifications to Persons holding such property, and acknowledgements, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of the Lessee shall be deemed to have been given for the purpose of perfecting such security interest under Applicable Law. The Lessor and the Lessee shall, to the extent consistent with this Memorandum, take such actions and execute, deliver, file and record such other documents, financing statements, mortgages and deeds of trust as may be necessary to ensure that, if the Lease were deemed to create a security interest in the Property in accordance with this Section, such security interest would be deemed to be a perfected security interest with priority over all Liens other than Permitted Liens, under Applicable Law and will be maintained as such throughout the Term.

SECTION 5. Lessor Grant. (a) The Lessor hereby grants a Lien against all of the Lessor's right, title and interest in and to the Property and all rents, additional rents, issues, income, revenues, distributions, royalties and profits now or in the future payable in respect of the Property to the Lessee to secure (i) the Lessor's obligations hereunder in respect of the due and punctual transfer by the Lessor to the Lessee of all of the Lessor's right, title and interest in and to the Property when

required by and in accordance with the Lease, and (ii) if the Lessor shall then be the subject of any bankruptcy, insolvency or similar proceeding, the satisfaction of the Lessee's right to damages and other claims arising out of the rejection of the Lease or unilateral termination of such obligation to transfer to the Lessee all of the Lessor's right, title and interest in and to the Property.

(b) During the existence of a Lessor Default (as defined below), the Lessee shall have the power and authority, to the extent provided by law, to exercise any or all of the rights and powers and pursue any and all of the remedies provided under the Operative Documents or by Applicable Law in respect of the obligations secured in accordance with clause (a) above (including specific performance of any covenant or agreement contained in the Lease or any other Operative Document, in aid of the execution of any power granted in the Lease or any other Operative Document, or for the enforcement of any other appropriate legal or equitable remedy). The Lessor shall have all the rights available to a mortgagor under the laws of the jurisdiction in which the Property is located. The following shall constitute a Lessor default ("Lessor Default"): the Lessee shall have exercised any of its purchase options in the Lease for all or any portion of the Property in accordance with the terms thereof and shall have tendered in full all amounts to be paid by the Lessee in connection therewith and complied with all other requirements under the Lease in connection with such purchase and all of the Lessor's right, title and interest in and to all or any portion of the Property shall not have been transferred to the Lessee in accordance with the Lease, or voluntary or involuntary bankruptcy proceedings with respect to the Lessor shall have been commenced or Lessor shall have become Insolvent, or a receiver over Lessor's interest in the Property shall have been appointed.

(c) The Lessee covenants and agrees that it will not assign, transfer, mortgage, pledge, hypothecate, or encumber the Lien created in clause (a). Any such attempted assignment, transfer, mortgage, pledge, hypothecation, or encumbrance shall be null and void.

SECTION 6. Ratification. The terms and provisions of the Lease are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

SECTION 7. GOVERNING LAW. THE LEASE AND THIS MEMORANDUM SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF THE LIENS, SECURITY INTERESTS AND LEASEHOLD ESTATES THAT AFFECT PROPERTY LOCATED IN ALABAMA AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA. WITHOUT LIMITING THE FOREGOING, IN THE EVENT THAT THE LEASE IS DEEMED TO CONSTITUTE A FINANCING, WHICH IS THE INTENTION OF THE PARTIES, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE CREATION, TERMS AND PROVISIONS OF THE INDEBTEDNESS EVIDENCED THEREBY, BUT THE LIEN CREATED THEREBY AND HEREBY AND THE CREATION AND THE ENFORCEMENT OF SAID LIEN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA.

SECTION 8. Counterpart Execution. This Memorandum may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

SECTION 9. Future Advances; Revolving Credit. In the event a court of competent jurisdiction rules that this instrument constitutes a mortgage, deed of trust or other secured financing as is the intent of the parties pursuant to Section 4 hereof, then this instrument will be deemed given to secure not only existing financing, but also future advances made pursuant to or as provided in the Lease, whether such advances are obligatory or to be made at the option of the Lessor, or otherwise, to the same extent as if such future advances were made on the date of execution of this instrument, although there may be no advance made at the time of execution hereof, and although there may be no financing outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this instrument shall be valid as to all such amounts, including all future advances, from the time this instrument is recorded, but all such existing financing and future advances shall not exceed in the aggregate \$1,070,940.38.

SECTION 10. Basic Rent. Basic Rent shall accrue and be payable as provided in the Lease.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Lease and Mortgage to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

BRIDGESTONE/FIRESTONE, INC.,
as the Lessee

By: 

Name: Wayne F. Bender

Title: Assistant Secretary



Commitment:

\$1,070,940.38

SUMITOMO BANK LEASING AND
FINANCE, INC.,
as the Lessor

By: 

Name: William M. Ginn

Title: Chairman and CEO

By: 

Name: GREGORY J. VANOK

Title: ASSISTANT VICE PRESIDENT

STATE OF Illinois
COUNTY OF Cook

I, the undersigned, a notary public in and for said county in said state, hereby certify that Wayne J. Bender, whose name as Assistant Secretary of BRIDGESTONE/FIRESTONE, INC., an Ohio corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1st day of May, 2000.

Kim L. Delmedico
Notary Public

[NOTARIAL SEAL]

My commission expires: 11-18-01



STATE OF New York
COUNTY OF Queens

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Ginn, whose name as Chairman & CEO of SUMITOMO BANK LEASING AND FINANCE, INC., a Delaware Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

May Given under my hand and official seal this 3 day of
2000.

Jeannette Carmona
Notary Public

[NOTARIAL SEAL]

My commission expires: 2/10/2001

JEANNETTE CARMONA
Notary Public, State of New York
No. 01CA5072806
Qualified in Queens County
Commission Expires Feb. 10, 2001

STATE OF New York)
COUNTY OF Queens)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gregory Yank, whose name as Assistant Vice President of SHIMTOMO BANK LEASING AND FINANCE, INC., a Delaware Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3 day of May, 2000.

[Signature]
Notary Public

My commission expires: 8/10/2001

[NOTARIAL SEAL]

JEANNETTE CARMONA
Notary Public, State of New York
No. 01CA5072806
Qualified in Queens County
Commission Expires Feb. 10, 2001

SCHEDULE I
TO MEMORANDUM OF LEASE

Legal Description of Land

Lot 1, according to the Survey of Metro's Addition to Pelham, as recorded in Map Book 26 page 51 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SCHEDULE IN
TO MEMORANDUM OF LEASE

Legal Description of Improvements

All structures and buildings on the parcel described in
Schedule I

Inst # 2000-15223

05/09/2000-15223
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
019 MMS 1661.00