

5 STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form

49667

REORDER FROM
Register, Inc.
514 MERCER ST.
PO BOX 218
MINNEAPOLIS, MN 55403
612-421-1713

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)		No. of Additional Sheets Presented: 4	This FINANCING STATEMENT is presented to the Filing Office for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original acknowledgement to:			
Pre-paid Acct. #			
2. Name and Address of Debtor (Last Name First if a Person)		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Bridgestone/Firestone, Inc. 50 Century Blvd. Nashville, TN 37214			
Social Security/Tax ID # [REDACTED]			
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)		FILED WITH:	
Social Security/Tax ID #			
<input type="checkbox"/> Additional debtors on attached UCC-E			
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
Sumitomo Bank Leasing and Finance, Inc. 277 Park Ave. New York, NY 10172			
Social Security/Tax ID # [REDACTED]			
<input type="checkbox"/> Additional secured parties on attached UCC-E			

Inst # 2000-15224
05/09/2000-15224
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.00
005 MMS

5. The Financing Statement Covers the Following Types (or items) of Property:

All collateral as more fully described on Schedule I and II attached hereto and made a part hereof.

5A Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.		7. Complete only when filing with the Judge of Probate. The initial indebtedness secured by this financing statement is \$ _____ Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____	
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so): <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed		8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	
By: [Signature] Signature(s) of Debtor(s)		By: [Signature] Signature(s) of Secured Party(ies) or Assignee	
Signature(s) of Debtor(s) Bridgestone/Firestone, Inc.		Signature(s) of Secured Party(ies) or Assignee Sumitomo Bank Leasing and Finance, Inc.	
Type Name of Individual or Business		Type Name of Individual or Business	

SCHEDULE I

attached to and made a part of
Uniform Commercial Code ("UCC")
Form UCC-1 Financing Statement

DEBTOR:

Bridgestone/Firestone, Inc.
50 Century Boulevard
Nashville, TN 37214

**SECURED
PARTY:**

Sumitomo Bank Leasing and Finance, Inc.
277 Park Avenue
New York, New York 10172

COLLATERAL DESCRIPTION

All of the Debtor's right, title and interest in and to the Property, the Improvements and the Fixtures, including, without limitation, all buildings, structures and other improvements, and all fixtures and other property now or hereafter 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 Debtor 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 Debtor 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 22 and 24 of the Lease, and all present and future right, title and interest of the Debtor 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 Debtor 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 Debtor 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 reasonable attorney's fees, costs and disbursements incurred by the Secured Party in connection with the collection of such awards, payments and proceeds, and a security interest in all present and future right, title and interest of the Debtor in and to any portion of the foregoing property for which a security interest may be created under the Uniform Commercial Code of Alabama.

Capitalized terms used in this Attachment A shall have the following meanings:

"Advance" is defined in Appendix 1 to the Lease.

"Closing Date" is defined in Appendix 1 to the Lease.

"Construction Agency Agreement" means the Construction Agency Agreement, dated as of the Closing Date, between the Secured Party and the Debtor, as supplemented to date and from time to time hereafter.

"Equipment" means equipment, apparatus, furnishings, fittings and personal property of every kind and nature whatsoever purchased, leased or otherwise acquired by the Debtor using the proceeds of Advances and now or subsequently attached to, contained in or used or usable in any way in connection with any operation or letting of a Property, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, shelving, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilation, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description.

"Fixtures" means all fixtures relating to the Improvements, including all components thereof, located in or on the Improvements, together with all replacements, modifications, alterations and additions thereto, excepting however any and all trade fixtures and equipment (other than Equipment) belonging to the Debtor or any Person other than the Secured Party, regardless of whether or not attached or affixed to the Improvements.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Improvements" means all buildings, structures, Fixtures, Equipment, and other improvements of every kind existing at any time and from time to time (including those constructed pursuant to the Construction Agency Agreement and those purchased with amounts advanced by the Secured Party pursuant to the Lease) on or under the Land, together with any and all appurtenances to such buildings, structures or improvements, including sidewalks, utility pipes, conduits and lines, parking areas and roadways, and including all Modifications and other additions to or changes in the Improvements at any time.

"Land" means the parcel of real property described on Schedule II attached hereto.

"Lease" means the Master Lease and Security Agreement, dated as of September 9, 1999, between the Secured Party and the Debtor.

"Modifications" is defined in Appendix 1 to the Lease.

"Property" means (i) the Land and (ii) all of the Improvements at any time located on or under the Land.

SCHEDULE II
attached to and made a part of
Uniform Commercial Code ("UCC")
Form UCC-1 Financing Statement

Legal Description

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.

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10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NMS 19.00