

BIRMINGHAM, ALABAMA  
4821 Highway 260  
PN# 149381

Prepared by and after recording,  
return to:

BFS Retail & Commercial Operations, LLC  
333 East Lake Street  
Bloomington, Illinois 60108  
Attention: Law Department - Real Estate Section

**MEMORANDUM OF LEASE AMENDMENT**

THIS MEMORANDUM OF LEASE AMENDMENT (this "Memorandum"), made this 28th day of April, 2005, by and between **REALTY INVESTORS OF ALABAMA, L.L.C.**, an Alabama Limited Liability Corporation, successor-in-interest to BBB Builders, a General Partnership (the "Landlord") and **BFS RETAIL & COMMERCIAL OPERATIONS, LLC**, a Delaware limited liability company, as successor-in-interest to Bridgestone/Firestone, Inc., f/k/a The Firestone Tire & Rubber Company (the "Tenant").

**WITNESSETH:**

Pursuant to that certain Lease by and between Landlord and Tenant dated June 1, 1987 ("Original Lease"), as amended by Letter Agreement dated July 14, 1987 ("Letter Agreement"), Lease Amendment No. 1 dated July 10, 1989 ("First Amendment"), Lease Amendment No. 2 dated March 15, 2005, and as may be further amended from time to time (collectively the "Lease"), Landlord leased to Tenant and Tenant leased from landlord that certain real estate and related improvements commonly known as 4617 U.S. Highway 280, City of Birmingham, partially in the County of Jefferson and partially in the County of Shelby, State of Alabama, as legally described in Exhibit A attached hereto and made a part here of (the "Premises") and which Premises is part of the larger parcel as depicted on Exhibit B attached hereto and made a part hereof (the "Shopping Center"), together with certain rights to use of the common areas of the Shopping Center and Common Areas, as described more fully in the Lease.

**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the parties agree as follows:

1. Pursuant to the Lease, Landlord leases to Tenant and Tenant leases from Landlord, subject to all the terms, covenants and conditions contained in the Lease, the Premises for an initial term of thirty-five (35) years beginning on July 1, 1988 and ending on June 30, 2023 with three (3) options to renew and extend the term for a period of five (5) years each (Option No. 1 Term is from July 1, 2023 to June 30, 2028; Option No. 2 Term is from July 1, 2028 to June 30, 2033 and Option No. 3 Term is from July 1, 2033 to June 30, 2028) upon the terms and provisions as more particularly set forth in the Second Amendment.



20050920000487420 2/7 \$937.00  
Shelby Cnty Judge of Probate, AL  
09/20/2005 10:43:38AM FILED/CERT

2. Subject to and in accordance with the terms and conditions of the Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the non-exclusive right, in common with others lawfully entitled thereto, to the use of all exits, entrances and driveways in the adjacent property developed by Landlord as a shopping center ("Shopping Center"). Tenant is hereby granted the non-exclusive right of ingress and egress to the extent of Landlord's rights over all roads, streets, alleys and ways whether public or private, bounding or serving the Demised Premises for the Shopping Center.

3. This Memorandum is entered into pursuant to the provisions of the Lease and is subject to all of the terms, covenants and conditions contained therein, all of which are incorporated by reference herein. This Memorandum does not negate or usurp all rights afforded Tenant under the Lease. This Memorandum is not intended to and shall not change any of the terms and conditions of the Lease. Capitalized terms used, but not defined herein, shall have the same meaning as ascribed to such terms in the Lease.

(End of text. Execution on following page.)



IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease through their respective authorized officers.

WITNESS:

LANDLORD:

**REALTY INVESTORS OF ALABAMA, L.L.C.**  
an Alabama Limited Liability Corporation

By: Stinson Enterprises, Inc.  
an Alabama corporation  
Its: Corporate Member

Angela Sexton  
Name:

By: Jason B. Stinson  
Jason B. Stinson  
President

Mary Boswell  
Name:

Date: 4-25-05

WITNESS:

TENANT:

**BFS RETAIL & COMMERCIAL  
OPERATIONS, LLC**, a Delaware limited  
liability company

Claudia Reinke  
Name:

By: Thomas A. Lesh  
Name: Thomas A. Lesh  
Title: Manager, Assets/Transactions  
and Authorized Signatory

Janice E. Martin  
Name: Janice E. Martin

Date: 4/28/05

Janice E. Martin

ACKNOWLEDGMENT - BFS RETAIL & COMMERCIAL OPERATIONS, LLC

STATE OF ILLINOIS     )  
                                      ) SS:  
COUNTY OF DUPAGE)

Before me, Melinda K. Smith, a Notary Public in and for the above State and County, on this 21 day of April 2005, personally appeared **THOMAS A. LESHER**, Manager, Assets/Transactions and Authorized Signatory of **BFS RETAIL & COMMERCIAL OPERATIONS, LLC** and known to me to be the same person who signed and acknowledged that he signed the foregoing instrument as such Manager, Assets/Transactions and Authorized Signatory of said limited liability company for and on behalf of the limited liability company, and that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company, for the uses and purposes set forth in the instrument.

IN TESTIMONY WHEREOF, I have subscribed my signature and affixed my official seal on the day and year set forth above

  
Notary Public

My commission expires:







20050920000487420 5/7 \$937.00  
Shelby Cnty Judge of Probate, AL  
09/20/2005 10:43:38AM FILED/CERT

# ACKNOWLEDGMENT- LANDLORD

STATE OF ALABAMA                    )  
                                              ) SS:  
COUNTY OF ETOWAH                )

I certify that I know or have satisfactory evidence that Jason B. Stinson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Stinson Enterprises, Inc., where the said Stinson Enterprises, Inc. is a member of Realty Investors of Alabama, L.L.C. and this is the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 25, 2005. \_\_\_\_\_

Notary Public for the State of Alabama

Tricia C Jones

(Printed or Stamped Name of Notary)

Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

MY COMMISSION EXPIRES MAY 14, 2005

[Signature]

Notary Public

MY COMMISSION EXPIRES MAY 14, 2005

[Signature]



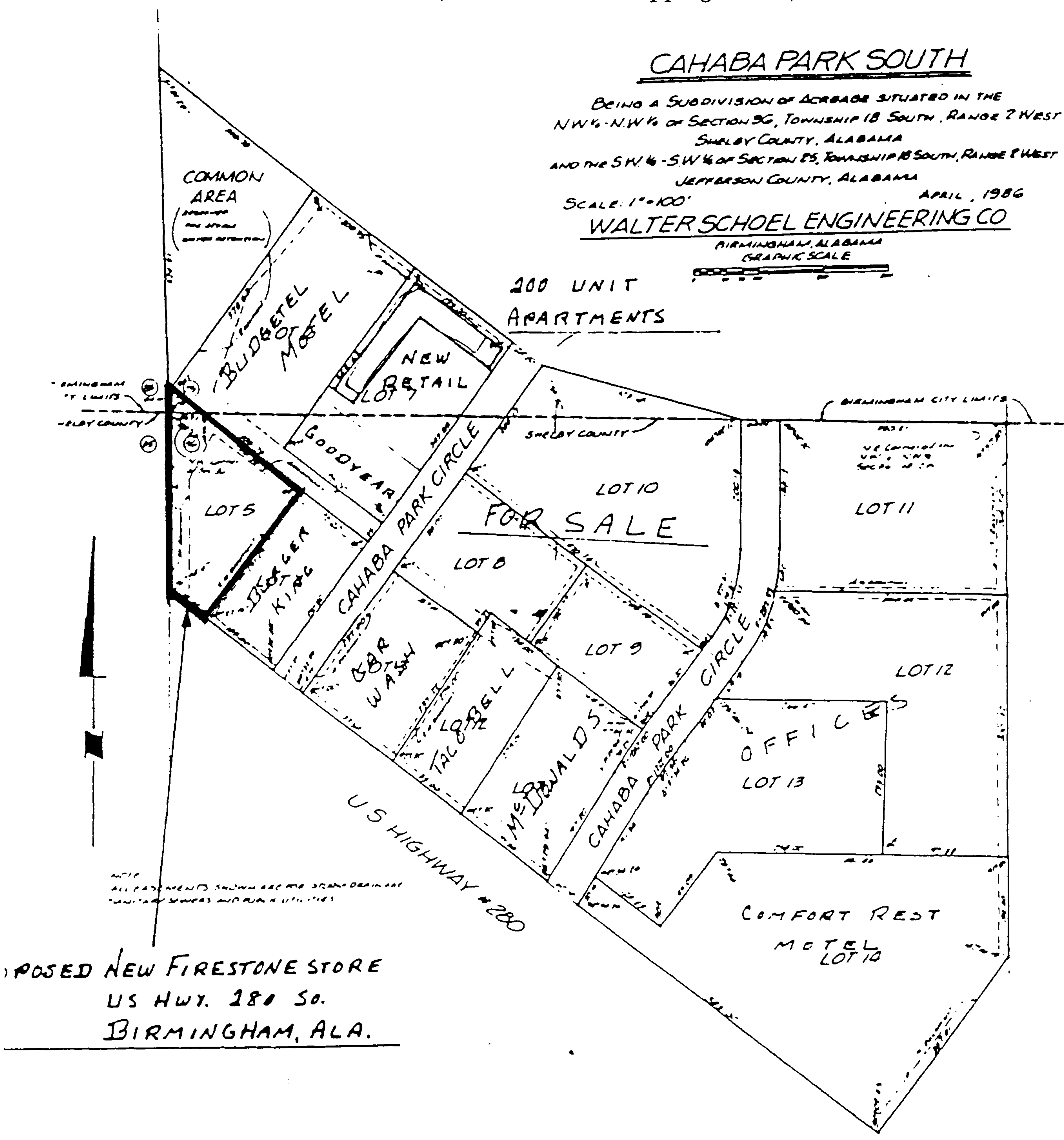
EXHIBIT A  
(Legal Description of Premises)

20050920000487420 6/7 \$937.00  
Shelby Cnty Judge of Probate, AL  
09/20/2005 10:43:38AM FILED/CERT

LOT 5 OF A SUBDIVISION OF ACREAGE KNOWN AS "CAHABA PARK SOUTH"  
SITUATED IN THE N. W.  $\frac{1}{4}$ -N.W.  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2  
WEST, SHELBY COUNTY, ALABAMA AND THE S.W.  $\frac{1}{4}$ -S.W. 1.4 OF SECTION 25,  
TOWNSHIP 18 SOUTH RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA.



EXHIBIT B  
(Plot Plan of the Shopping Center)



Shelby County, AL 09/20/2005  
State of Alabama  
Deed Tax: \$908.00

✓