


By:

Aldrich B. Davis, Esquire,
Counsel to SMBC Leasing and
Finance, Inc.


20110920000278130 1/9 \$680.00
Shelby Cnty Judge of Probate, AL
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When Recorded Mail To:

Chelsea A. Anglin, Paralegal
Ober, Kaler, Grimes & Shriver
100 Light Street
Baltimore, Maryland 21202

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**AMENDMENT NO. 2
TO LEASE SUPPLEMENT (LAND)
AND MEMORANDUM OF LEASE AND MORTGAGE
(Pelham, Shelby County, Alabama)**

THIS AMENDMENT NO. 2 (this "Amendment") is made as of the 9th day of September, 2011, among (i) SMBC LEASING AND FINANCE, INC., a Delaware corporation, formerly known as Sumitomo Bank Leasing and Finance, Inc., with an address at 277 Park Avenue, New York, New York 10172 ("Lessor"), and (ii) BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, formerly known as BFS Retail & Commercial Operations, LLC, as successor in interest to Bridgestone/Firestone, Inc., with an address at 535 Marriott Drive, Nashville, Tennessee 37214 ("Lessee").

WITNESSETH:

Pursuant to a Master Lease and Security Agreement dated as of September 9, 1999 (the "Original Lease") by and between the Lessor and the Lessee, Lessor agreed to lease certain real property located in Pelham, Shelby County, Alabama (the "Land") (more particularly described in Exhibit A attached hereto) and certain improvements to be constructed thereon (collectively, the "Improvements"). The Land (but not the Improvements thereon) is sometimes herein called the "Property". In connection with the Original Lease, Lessor and Lessee also executed and delivered, among other things, a Lease Supplement (Land) and Memorandum of Lease and Mortgage dated as of May 5, 2000 and recorded May 9, 2000 in Inst. No. 2000-15222, among the land records in the Probate Office of Shelby County, Alabama (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Memorandum of Lease").

Pursuant to an Amended and Restated Master Lease and Security Agreement dated as of September 9, 2006 by and among the Lessor and the Lessee (which Amended and Restated Master Lease and Security Agreement, as heretofore modified, amended, restated or

supplemented, is hereinafter referred to as the "First Amended Lease"), the Original Lease was amended and restated to (among other things) (a) provide for the renewal of the term of the Original Lease, (b) provide for a Renewal Advance (as defined in the Lease), and (c) modify certain other terms and provisions of the Original Lease. In connection with the First Amended Lease, Lessor and Lessee also executed and delivered, among other things, Amendment No. 1 to Lease Supplement (Land) and Memorandum of Lease and Mortgage dated as of September 9, 2006 and recorded September 15, 2006 as Document No. 20060915000459220 among the land records of Shelby County, Alabama.

Pursuant to a Second Amended and Restated Master Lease and Security Agreement of even date herewith by and between the Lessor and the Lessee (which Second Amended and Restated Master Lease and Security Agreement, as the same may hereafter be otherwise modified, amended, restated or supplemented, is hereinafter referred to as the "Lease"), the First Amended Lease was amended and restated to (among other things) (a) provide for a second renewal of the term of the First Amended Lease and the exercise thereof, (b) provide for another Renewal Advance (as defined in the Lease), and (c) modify certain other terms and provisions of the First Amended Lease. As used herein, the term "Operative Documents" means the Lease, the Memorandum of Lease, and all of the other Operative Documents (as defined in the Lease).

The parties hereto have agreed to further amend the Memorandum of Lease pursuant to this Amendment to (among other things) confirm the extension of the term of the Lease. Certain capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Lease.

AGREEMENTS

1. Recitals. The Lessor and the Lessee each acknowledge that the recitals set forth above are incorporated by reference into the body of this Amendment.

2. Amendments to the Memorandum of Lease. (a) Effective as of the date hereof, the reference to the word "Lease" in the Memorandum of Lease shall mean the Second Amended and Restated Master Lease and Security Agreement dated as of September 9, 2011, as the same may be restated, amended, supplemented or otherwise modified from time to time.

(b) Effective as of the date hereof, the Memorandum of Lease is hereby amended by deleting Section 3 (Lease Term) in its entirety and inserting the following new Section 3 in lieu thereof:

"Section 3. Lease Term. The term of this Memorandum (the "Term") shall begin on May 5, 2000 and shall end on the Expiration Date under the Operative Documents (which shall be September 9, 2018), 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.”

(c) The original principal amount secured by the Memorandum of Lease was \$768,054.44. Pursuant to the Lease, Lessor and Lessee have agreed to decrease the principal amount secured by the Memorandum of Lease by the amount of \$339,316.15. Therefore, notwithstanding anything contained in the Memorandum of Lease to the contrary, the total amount secured by the Memorandum of Lease is \$428,738.29, and such amount shall be substituted for the original principal amount in each place where such original principal amount appears therein.

3. Fees, Costs and Expenses. Lessee shall pay to Lessor on demand all costs and expenses both now and hereafter paid or incurred with respect to the preparation, negotiation, execution, administration and enforcement of this Amendment and all documents related thereto, including, without limitation, attorney’s fees and expenses, recording costs, recordation and other taxes, and costs of record searches and title company premiums (if any) and costs, which costs and expenses shall be reimbursed pursuant to Section 31.1 of the Lease.

4. Headings. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Amendment.

5. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

6. Counterparts. This Amendment may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same instrument. The parties further agree that facsimile signatures shall be binding on all parties and have the same force and effect as original signatures.

7. Governing Law. NOTWITHSTANDING ANYTHING IN THE MEMORANDUM OF LEASE TO THE CONTRARY, THE MEMORANDUM OF LEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF, PROVIDED THAT MATTERS RELATING TO THE CREATION, PERFECTION, PRIORITY OR ENFORCEABILITY OF ANY AND ALL LIENS, SECURITY INTERESTS AND LEASEHOLD ESTATES THAT AFFECT PROPERTY IN ALABAMA AND THE RIGHTS AND REMEDIES PROVIDED FOR THEREIN AND HEREIN WITH RESPECT THERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ALABAMA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. 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 HEREBY, 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.

8. Severability. In case one or more provisions contained in this Amendment shall be invalid, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall remain effective and binding and shall not be affected or impaired thereby.

9. Amendments. This Amendment may be amended, modified or supplemented only by written agreement signed by all parties hereto. No provision of this Amendment may be waived except in writing signed by the party against whom such waiver is sought to be enforced.

10. Effective Date. This Amendment shall be effective immediately upon the execution and delivery of this Amendment by all persons who are parties hereto.

11. Amendment Only. This Amendment is only an agreement amending and modifying certain provisions of the Memorandum of Lease. All of the provisions of the Memorandum of Lease and the other Operative Documents are incorporated herein by reference and shall remain and continue in full force and effect, as amended by this Amendment. The Lessee hereby ratifies and confirms all of its obligations, liabilities and indebtedness under the provisions of the Memorandum of Lease, as amended by this Amendment. The Lessee and the Lessor agree it is their intention that nothing herein shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or an agreement to extinguish (a) any of the obligations, indebtedness and liabilities of the Lessee, or any other party under the provisions of the Memorandum of Lease or under the other Operative Documents, or (b) any assignment or pledge to the Lessor of, or any security interest or lien granted to the Lessor in or on, any collateral and security for such obligations, indebtedness and liabilities.


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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Lease Supplement (Land) and Memorandum of Lease and Mortgage to be duly executed by duly authorized representatives thereunto duly authorized as of the day and year first above written.

SMBC LEASING AND FINANCE, INC.
as Lessor

By: 
David A. Ward
President

BRIDGESTONE RETAIL OPERATIONS, LLC
as Lessee

By: _____
Name: Eugene E. Stephens
Title: Assistant Treasurer

[Acknowledgements Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Lease Supplement (Land) and Memorandum of Lease and Mortgage to be duly executed by duly authorized representatives thereunto duly authorized as of the day and year first above written.

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as Lessee

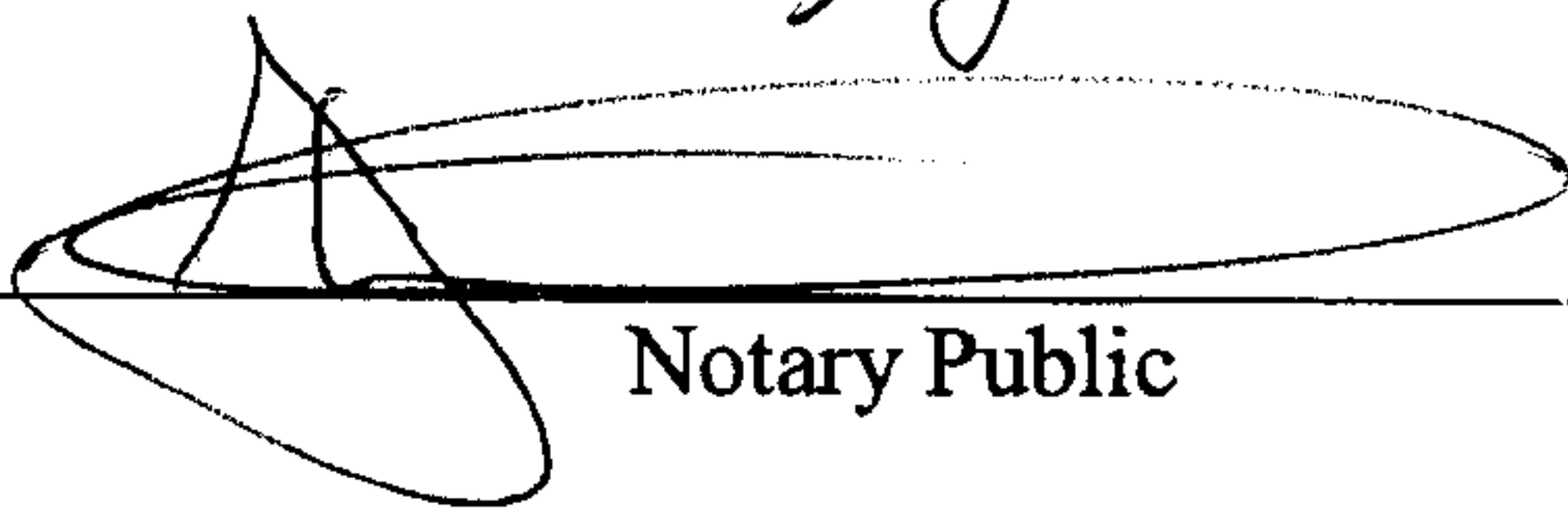
By: Eugene E. Stephens
Name: Eugene E. Stephens
Title: Assistant Treasurer

[Acknowledgements Follow on Next Page]

STATE OF New York)
)
New York COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that David A. Ward, whose name as President of SMBC 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 25 day of August, 2011.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF TENNESSEE)
)
DAVIDSON COUNTY)

JERRY H. WECHSLER
Notary Public, State of New York
No. 01WE6046972
Qualified in Queens County
Commission Expires August 21, 2014

I, the undersigned, a notary public in and for said county in said state, hereby certify that Eugene E. Stephens, whose name as Assistant Treasurer of Bridgestone Retail Operations, LLC, a Delaware limited liability company, 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 Assistant Treasurer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this _____ day of September, 2011.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____



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STATE OF _____)
 _____)
 COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that David A. Ward, whose name as President of SMBC 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 _____ day of _____, 2011.

 Notary Public

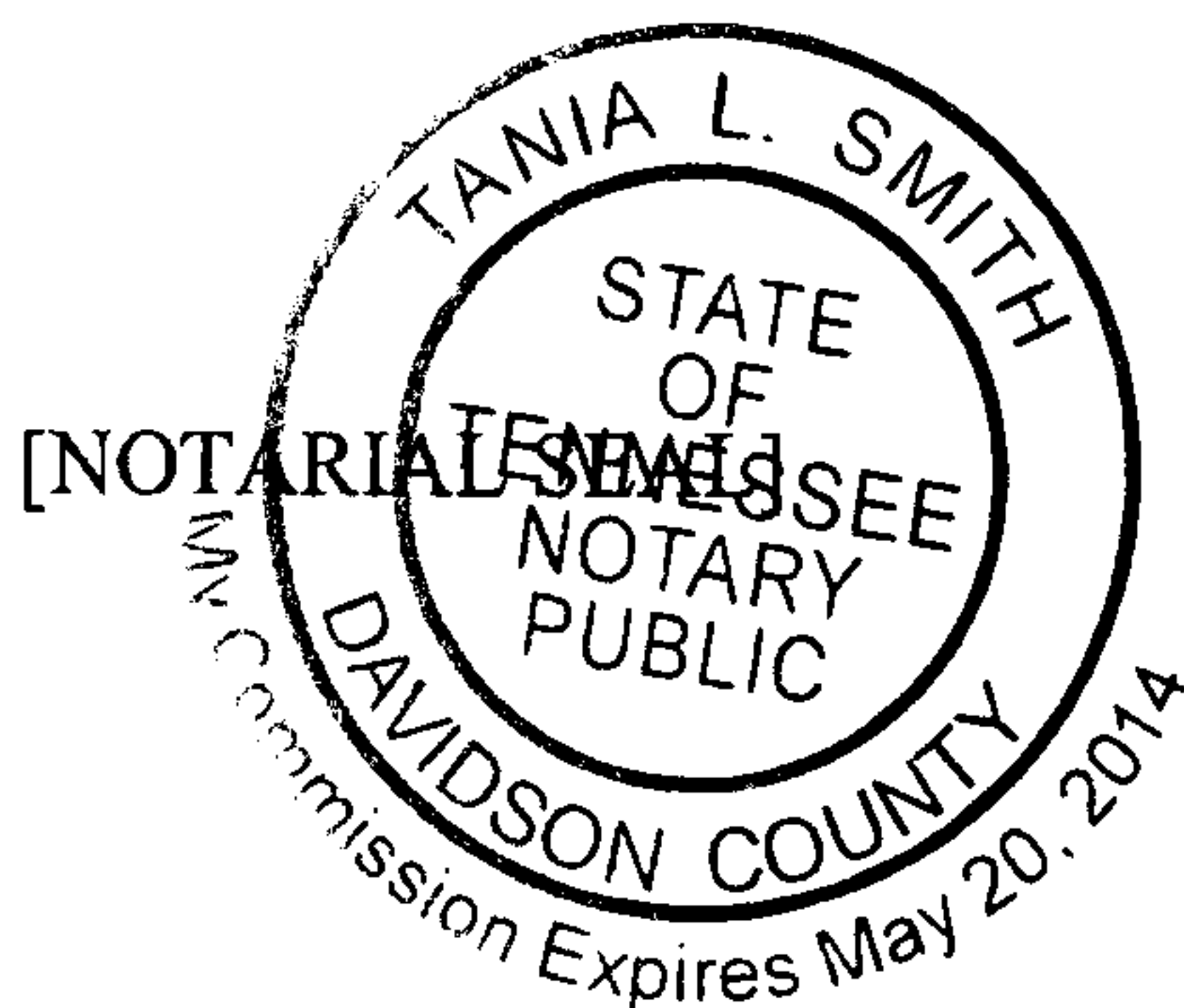
[NOTARIAL SEAL]

My commission expires: _____

STATE OF TENNESSEE)
 _____)
 DAVIDSON COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that Eugene E. Stephens, whose name as Assistant Treasurer of Bridgestone Retail Operations, LLC, a Delaware limited liability company, 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 Assistant Treasurer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 25th day of AUGUST, 2011.




Tania L. Smith

 Notary Public

My commission expires: 5/20/2014

EXHIBIT A


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Legal Description of Land

This real property situated in the County of Shelby, State of Alabama, described as follows, to-wit:

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.