

LEASE
(Recording Lease)

THIS LEASE AMENDMENT entered into as of the 16th day of ~~April~~^{May}, 2003, between, McNeel Properties LLC, as Lessor, and THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio Corporation having an office in the City of Akron, State of Ohio, as Lessee.*This Lease also contains provisions for the 1st Right of Refusal to Purchase Premises and Right of 1st Refusal to Lease Premises, which provisions are set out in Exhibit "B" attached hereto.

WITNESSETH, that:

The Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby hire and take from the Lessor those contain premises located at 1394 Goodman Road East, in the City of Southaven, County of Desoto, and State of Mississippi, described on Exhibit "A" & "A-1", attached hereto and made a part hereof, together with all structures now existing and to be erected thereon and all appurtenances thereto.

TO HAVE AND TO HOLD the same for a term beginning on the 1st day of the second calendar month following the completion of certain improvements and ending ten (10) years thereafter, and upon the terms, conditions and provisions more fully set forth in that certain Lease dated May 16, 2003, heretofore executed by and between the above named Lessor and Lessee, as the same may be amended from time to time. Further subject to the right of Lessee to extend the term of said lease from time to time for five (5) further successive period of five (5) years.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly assigned as of the day and year first above written.

McNEEL Properties, LLC
[Signature]
Lessor

Approvals

Witnesses:
[Signature]
[Signature]

By: _____
By: _____
By: _____
By: _____
STATE MS. - DESOTO CO.
FILED
JUL 24 12 56 PM '03
BK 99 PG 470
C. DAVIS CH. CLK.

THE GOODYEAR TIRE & RUBBER COMPANY
Lessee

Witness:
[Signature]
[Signature]

By: [Signature]
Title: DIRECTOR - REAL ESTATE

The Goodyear Tire & Rubber Company prepared this document

THIS INSTRUMENT PREPARED BY:
Ellis, Lawhorne & Sims P.A.
P.O. Box 2285
Columbia, SC 29202
803-254-4190

STATE OF OHIO
COUNTY OF SUMMIT

I, RITA L HORTON a Notary Public in and for said County in said State, hereby certify that A J DELGUYD, whose name as DIRECTOR - REAL ESTATE of The Goodyear Tire & Rubber Company, a Ohio corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the agreement, he as such manager and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 16th day of MAY, 2003.

Rita L. Horton
Notary Public
RITA L. HORTON, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires August 25, 2005

[NOTARIAL SEAL]

STATE OF South Carolina
COUNTY OF Richland

I, Margaret M. Ellis, a Notary Public in and for said County in said State, hereby certify that Walter McNeel Keenan, Jr., whose name as President, signed to the foregoing agreement, and who are known to me, acknowledge before me on this day that, being informed of the contents of the agreement executed the same voluntarily.

Given under my hand and seal of office this 23rd day of May, 2003.

Margaret M. Ellis
Notary Public

My Commission expires: 6/19/10

[NOTARIAL SEAL]



Exhibit "A"
(Southaven, Mississippi)

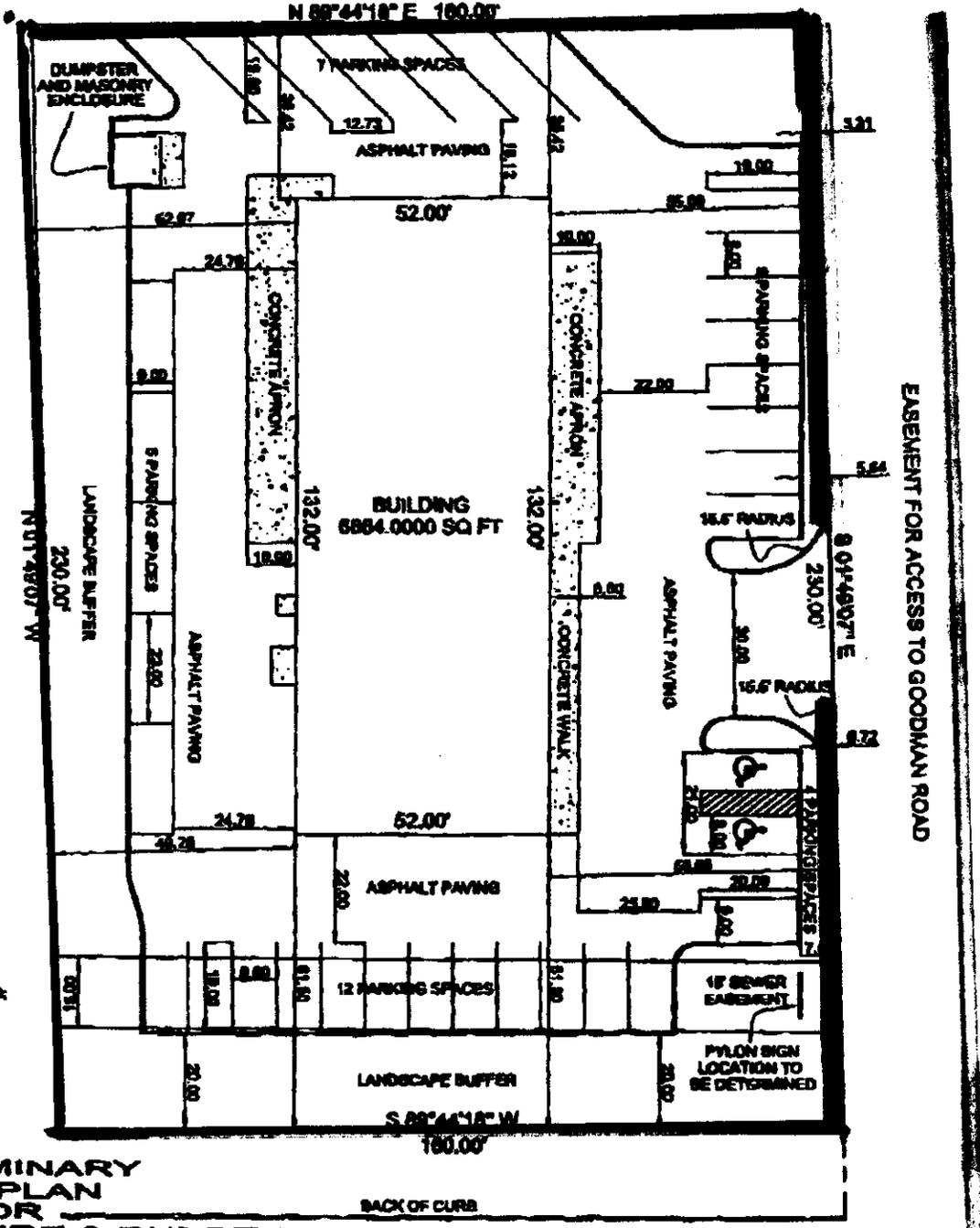
All that certain piece, parcel, lot or tract of land, with improvements thereon, situate, lying and being in the City of Southaven, County of DeSoto, State of Mississippi, and being shown and delineated as Lot 1, containing 0.8445 acre (36,786.1038 square feet), on a Final Plat of Spence Property P.U.D. Area "B", prepared by Jones-Davis & Associates, Inc., being bounded on the south by the right of way of C.L. Goodman Road, on the west by Lot 6 and Lot 7, on the north and east by Lot 3, said Lot having the following boundaries and measurements: Beginning at the southeastern corner of the subject lot and running along the right of way of C.L. Goodman Road S89°44'18"W for 160.00 feet to an iron; thence turning and running along Lots 6 and 7 N01°49'07"W for 230.00 feet to an iron; thence turning and running along Lot 3 N89°44'18"E for 160.00 feet to an iron; thence turning and running along Lot 3 S01°49'07"E for 230.00 feet to the point of beginning.

Approval of Lessor: 

Approval of Lessee: 

SPENCE P.U.D. SUBDIVISION

- P BK 99 PG 473



SECOND REVISION TO
 STONEHEDGE CENTER
 LOT 206, 207, & 208
 PLAT BOOK 65 PAGE 14

NOTE:
 PARKING SPACES
 REQUIRED - 36
 PROVIDED - 37

**PRELIMINARY
 SITE PLAN
 FOR
 GOODYEAR TIRE & RUBBER
 COMPANY**

LOCATED IN SECTION 29 TOWNSHIP
 1 SOUTH RANGE 7 WEST
 CITY OF SOUTHAVEN
 OSOTSO COUNTY, MISSISSIPPI

Exhibit "B-1"

**C.L. GOODMAN ROAD
 R.O.W. VARIES**

JONES-DAVIS & ASSOCIATES, INC.
CONSULTING ENGINEERS / LAND SURVEYORS

TOTAL P. 02

Approval of Lessor: *[Signature]*

Approval of Lessee: *[Signature]*

Exhibit "B"

Paragraph 26. If at any time during the initial or any extended term hereof, Lessor shall make a bona fide offer to sell the Demised Premises, or the property of which the Demised Premises forms a part, or if Lessor shall receive such an acceptable bona fide offer from a third party, then Lessee shall have the right of first refusal of such offer on the same terms and conditions contained therein, provided, however, that irrespective of the terms regarding the financing, Lessee shall have the right to pay the price in cash. Lessor shall give Lessee notice of such offer, together with a copy thereof, within ten (10) days after making or receiving the offer, Lessee shall have thirty (30) days after receipt of such notice within which to accept or reject the offer by written notice to Lessor. After its acceptance of such offer, Lessee's obligation to proceed with the purchase shall be contingent on Lessor's ability to convey good and merchantable title to the property in fee simple absolute, free and clear of all liens and encumbrances except public roadways and easements of record, and upon Lessor's delivery at closing of a good and sufficient general warranty deed with the usual covenants.

Paragraph 27. If at any time during the initial or any extended term hereof, Lessor shall make a bona fide offer to lease the Demised Premises, or the property of which the Demised Premises forms a part, to a third party for a term commencing after the expiration of this Lease, or if Lessor shall receive such an acceptable, bona fide offer to lease from a third party, then Lessee shall have the right of first refusal of such offer on the same terms and conditions contained therein. Lessor shall give Lessee notice of such offer, together with a copy thereof, setting forth the details of the proposed lease. Lessee shall have thirty (30) days after receipt of such notice within which to accept or reject the offer by written notice to Lessor. After its acceptance of such offer, Lessee's obligation to proceed with the further lease shall be contingent on Lessor's ability to deliver exclusive and peaceable possession of the property to Lessee on the date of the commencement of the term thereof.

Approval of Lessor:



Approval of Lessee:

