

AGREEMENT AND BILL OF SALE

KNOW ALL PERSONS BY THIS DOCUMENT THAT, for the sum of _____ Dollars (\$_____) (the "Purchase Price") and other good and valuable consideration, **Bridgestone Americas Tire Operations, LLC**, a Delaware limited liability company ("Seller"), hereby grants, bargains, sells, transfers, assigns, conveys, and delivers, to _____ ("Purchaser"), and Purchaser hereby purchases and acquires from Seller all of Seller's right, title, and interest in and to the assets described on Exhibit A attached hereto and incorporated herein (collectively, the "Assets") pursuant to the terms and conditions contained in this Agreement and Bill of Sale (this "Bill of Sale"). Purchaser executes this Bill of Sale to acknowledge and agree to its terms and conditions.

1. Warranty. Seller warrants to Purchaser that Seller is the lawful owner of the Assets and has the full right, power, and authority to sell, assign and transfer the Assets, and the Assets are free and clear of liens, claims and encumbrances arising by or through Seller. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 1, THE ASSETS ARE SOLD AND TRANSFERRED ON AN "AS IS, WHERE IS" BASIS. THE WARRANTIES STATED IN THIS SECTION 1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. Purchaser's Acknowledgement. Purchaser acknowledges that it has inspected the Assets and understands and acknowledges that the Assets are used and, in some cases, decommissioned and accepts the Assets in its current condition and subject to the warranty limitations set forth above.

3. Delivery and Payment/Transfer of Title and Risk of Loss.

(a) The Assets are held at Seller's facility at _____ (the "Facility"). Simultaneously with the execution of this Bill of Sale, Seller has provided access to the Equipment sufficient to allow Purchaser to remove the Equipment and is deemed to have delivered the Equipment to Purchaser, and Purchaser has delivered the Purchase Price to Seller in readily available cash (by wire transfer to an account specified by Seller or by cashier's check). The sale, transfer, assignment and conveyance of the Equipment set forth in the opening paragraph of this Bill of Sale is hereby deemed effective and title and risk of loss hereby pass to Purchaser.

(b) Purchaser hereby accepts the foregoing sale, transfer, assignment and conveyance of the Assets. Purchaser acknowledges that it bears all risk of loss of the Assets whether or not the Assets have been picked up or removed from the Facility and that Seller has no obligation to refund the Purchase Price for any reason, including damage to or destruction of the Assets or any other event or circumstance, regardless of the cause of or responsibility for such damage, destruction, event or circumstance, unless caused by Seller's willful misconduct. Purchaser hereby accepts all responsibility and liability in any manner arising from, related to or connected with the Assets from and after execution of this Bill of Sale.

4. Taxes and Expenses of Negotiation. Purchaser shall be responsible for all sales and other transfer taxes applicable to the sale, transfer and assignment of the Assets. Each of the parties shall pay its own costs and expenses in connection with the negotiation, execution and consummation of the transactions contemplated by this Bill of Sale and any related documents.

5. Removal of Assets/Transport to Purchaser Location. Purchaser agrees to completely remove all of the Assets from the Facility and the related grounds, including preparation, disassembly, packing, loading and transporting the Assets, at its sole expense, and agrees to comply with applicable law and regulation, including environmental law and regulation, in connection therewith. Without limiting the foregoing but for greater clarity, Purchaser shall be responsible, at its sole expense, for engaging the personnel (including riggers reasonably acceptable to Seller) required for taking possession of and removing the Assets and for contracting a carrier or otherwise providing transportation, all as appropriate for preparation, disassembly, packing, loading and transporting the Assets from the Facility as set forth herein, including on Exhibit A. Removing the Assets includes removing any debris from the Facility and cleaning the actual area vacated by or affected by the removal of the Assets so that the area where the Assets are located is in a broom swept condition after such removal. Purchaser acknowledges and agrees that it must comply with Seller's safety and security rules and guidelines and that it shall, and shall cause all its employees, contractors and agents to, at all times obey all safety instructions from Seller's personnel while removing or picking-up the Assets or otherwise while they are on the Facility property.

6. Timing Requirements. Purchaser shall complete the pick-up the Assets from the Facility as soon as commercially reasonable, but in any event no later than the close of business on _____, 20____ (the "Pick-up Deadline").]

7. Reversion of Interest On Failure to Remove Assets. Purchaser acknowledges that if the Assets remain in the Facility after the Pick-up Deadline, Seller shall suffer losses in excess of the amount of the Purchase Price. Purchaser agrees that if it has not completed the pick-up of the Assets from the Facility on or before the Pick-up Deadline, its interest

in the Assets shall be terminated and all interest transferred hereunder shall revert to Seller without any further action on the part of Seller or Purchaser. Seller will thereafter have the right to dispose of the Assets without further notice to Purchaser, and Purchaser shall have no claim to a refund of any portion of the Purchase Price or to any portion of any purchase price Purchaser may receive in the event of such disposal.

8. Limitations. FROM AND AFTER EXECUTION OF THIS BILL OF SALE, SELLER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE ARISING OUT OF, CONNECTED TO OR RELATED TO THE ASSETS, ITS REMOVAL OR TRANSPORT OR ITS FUTURE USE OR STORAGE, WHETHER SPECIAL, INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUES, BUSINESS OR PROFITS, AND WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER WILL NOT BE LIABLE TO PURCHASER, OR ANY THIRD PARTIES, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE (INCLUDING STRICT LIABILITY IN TORT) CAUSED, DIRECTLY OR INDIRECTLY, BY THE ASSETS OR ANY INADEQUACIES THEREIN OR THE REMOVAL, TRANSPORT, USE OR MAINTENANCE THEREOF OR ANY LOSS OF BUSINESS RELATED THERETO OR ANY DAMAGE WHATSOEVER AND HOWEVER CAUSED.

9. Further Assurances. Seller and Purchaser agree to execute such other documents and perform such other acts as may be reasonably necessary or desirable to effect this Bill of Sale and the transfer of the Assets from the Seller to the Purchaser. In addition, Seller will cooperate with Purchaser in a commercially reasonable manner during the pick up and removal period.

10. Contractors. If Purchaser utilizes the services of a contractor to remove the Assets from the Facility, Purchaser will ensure that Purchaser's contractor complies with the applicable provisions of this Bill of Sale (including the obligation to maintain insurance) and Purchaser shall nevertheless remain responsible for the performance of all its obligations hereunder. Purchaser is and will remain liable for any and all services performed by, and any and all acts and omissions of, its contractors to the same degree that Purchaser is liable for its own performance and omissions.

11. Purchaser Representations and Warranties. Purchaser represents and warrants to Seller as follows: (i) Purchaser is a [corporation,] duly organized, validly existing and in good standing under the laws of the [State of Delaware] and has all necessary [corporate] power and authority to enter into and carry out the transactions contemplated herein; (ii) the execution and delivery of this Bill of Sale by Purchaser and the consummation by Purchaser of the transactions contemplated in this Bill of Sale have been authorized by all necessary corporate action on the part of Purchaser; (iii) this Bill of Sale constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except as limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, whether the enforcement of such creditors' rights is sought at law or in equity; and (iv) there is no broker or finder involved on behalf of Purchaser in connection with the purchase and sale of the Assets.

12. Indemnity. Purchaser agrees to indemnify, defend, reimburse and hold harmless Seller, its affiliates and their officers, directors, employees, representatives and agents and their respective successors and assigns against any claims, liabilities, demands, causes of action, judgments, settlements, losses, costs and expenses (including reasonable attorneys' fees and court costs) arising out of or connected with (a) (i) the preparing, packing and removal of the Assets, (ii) the presence of Purchaser's employees, contractors and agents (including the riggers in moving the Assets) at the Facility or otherwise on Seller's property in connection with Purchaser's taking possession of and removal of the Assets, (iii) the process for clean-up and disposition related to taking possession of and removal of the Assets, (iv) the transportation of the Assets, (v) the future deployment or use of the Assets, or (b) any breach by Purchaser of the terms of this Bill of Sale, including the violation of applicable law or regulation in connection herewith.

13. General Terms. This Bill of Sale shall be binding on and inure to the benefit of Seller and Purchaser and their respective successors and assigns. Except as may arise out of the indemnity obligation of Seller, there shall be no third party beneficiaries hereunder. This Bill of Sale may be amended only with the prior written consent of the parties. Purchaser may not assign this Bill of Sale without the prior written consent of Seller. The representations, warranties, covenants and agreements of the parties to this Bill of Sale shall survive the execution and delivery of this Bill of Sale except as limited by the provisions hereof. This Bill of Sale shall be governed by and interpreted in accordance with the law of the State of Tennessee, without regard to its choice of law principles. The United Nations Convention on the International Sale of Goods shall not apply to this Bill of Sale. Any judgment rendered in favor of either party may be enforced in any court having jurisdiction over the party or its respective affiliates subject to such judgment. If any provision of this Bill of Sale is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Bill of Sale will remain in full force and effect. The term "including" will be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," and "hereunder" and similar words refer to this Bill of Sale and its Exhibits as a whole and not to any particular part or subdivision thereof except as stated otherwise herein. The language of this Bill of Sale shall be construed as a whole according to its fair meaning and not strictly for or against either party. This Bill of Sale contains the entire agreement between Seller and Purchaser in respect of the sale and transfer of the Assets and supersedes and replaces any other agreement, oral or written, between the parties with respect to the subject hereof. This Bill of Sale may be executed by the

parties in separate counterparts (including electronic signature and signatures transmitted by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

TO HAVE AND TO HOLD the Assets together with all and singular the rights and appurtenances thereto and in any way belonging unto the Purchaser and its successors and assigns forever.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of _____, 20____.

SELLER:

BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC

By: _____

Name: _____

[Print]

Title: _____

Address for Notices:

Bridgestone Americas Tire Operations, LLC

Attn: _____

And
200 4th Avenue South
Nashville, Tennessee 37210
Attn: General Counsel Corporate Services

**ACKNOWLEDGED AND AGREED TO
BY PURCHASER:**

[PURCHASER]

By: _____

Name: _____

[Print]

Title: _____

Address for Notices:
