

EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("ECR")

This Easement With Covenants and Restrictions Affecting Land (the "Easement") is dated as of the 7th of February, 2000 between Roche Shamrock, LLC of Corry, Pennsylvania ("ROCHE"), Wal-Mart Stores East, Inc., an Arkansas corporation, and Wal-Mart Real Estate Business Trust, a Delaware business trust (collectively, "WAL-MART").

WITNESSETH

WHEREAS, Roche (the term Roche as used herein shall include its successors and assigns) is the owner of two parcels of land, one each in Corry, Erie County, Pennsylvania, and in Columbus Township, Warren County, Pennsylvania; and

WHEREAS, the parcels owned by the Roche are approximately .964 acres and .849 acres, respectively Said tracts are depicted on Exhibit B, the site plan, attached hereto and made a part hereof, as Parcel 1 and Parcel 3; and

WHEREAS, Roche is the owner of a parcel of land lying adjacent to Parcel 1, which is identified on Exhibit B as Parcel 7;

WHEREAS, Wal-Mart Stores East, Inc. is the owner of an approximately 1.052 acre outlot ("Parcel 4"), which is more particularly described on Exhibit A and depicted on Exhibit B; and

WHEREAS, Wal-Mart Real Estate Business Trust is the owner of an approximately 11.871 acre tract of land upon which will be constructed a Wal-Mart Store ("Parcel 2"); and

WHEREAS, Parcel 1, Parcel 3 and Parcel 4 may be referred to collectively from time to time in this Easement as the Parcels;

WHEREAS, Wal-Mart and Roche are desirous of entering into this Easement to subject the Parcels 1, 3 and 4 to the following restrictions and covenants; and

WHEREAS, Wal-Mart and Roche agree that only Parcels 1, 3 and 4 shall be subject to the restrictions and covenants contained in this agreement and that no other property or parcels belonging to the parties hereto shall be affected by this agreement.

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree to the foregoing:

1. ROCHE and WAL-MART agree that the Parcels shall be subject to and shall be used in conformance with the following covenants and agreements:

No building or structure shall be constructed or maintained on the Parcels unless such buildings or structure shall conform to the following covenants and requirements:

- i. Subject to the prior written consent of Wal-Mart, any building, structure or improvement on the Parcels shall be used for retail or commercial purposes only, however, no building structure or improvement on the Parcels may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business serving or selling alcoholic beverages or as a discount department store or a variety, general or "dollar" store.
- j. The owner(s) of the Parcels and Wal-Mart shall each maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on their respective Parcels their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Parcels are located; (ii) have liability limits of at least \$2,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Wal-Mart.

1. Grant of Access Easement. Wal-Mart Real Estate Business Trust, as grantor, hereby grants to Roche a non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Parcel 2 identified as the Access Area on Exhibit "A" and more fully described on Exhibit "B" ("Access Area").

- a. The access easement granted above may be used non-exclusively by, and are limited to Roche, each of their tenants and their respective customers and employees associated with the business operation to be located on Parcel 1 and Parcel 7. Roche, its successor and assigns, shall not be allowed to use the Access Area for heavy truck traffic. Nothing herein shall be construed to limit or restrict ingress or egress associated with Parcel 2 or any part thereof.
- b. Roche shall, at its sole cost and expense, pave any unpaved portion of the curb cut area from Parcel 2 to Parcel 1 and Parcel 7 of the Access Area and if, in the process of paving and developing the Access Area, Roche encounters any irrigation equipment previously installed by Wal-Mart in the Access Area, Roche shall disconnect and relocate any such equipment at its cost. If Roche encounters any utility lines under the Access Area, it shall encase said lines in order to protect same. If it is necessary for Roche to remove trees or any other type of landscaping, it shall relocate same adjacent to the Access Area in a location acceptable to Wal-Mart.
- c. Indemnification. Roche shall indemnify and hold harmless Wal-Mart from any damages or liability to persons or property that might arise from the use of the Access Area by Roche, its customers, suppliers, employees, and tenants or anyone else using the Access Area for ingress and egress to and from Parcel 2. Roche further agrees that it will at all times during the duration of this easement maintain and pay for comprehensive general liability insurance affording protection to Wal-Mart and Roche, naming Wal-Mart as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$2,000,000.00 for each occurrence. Roche further

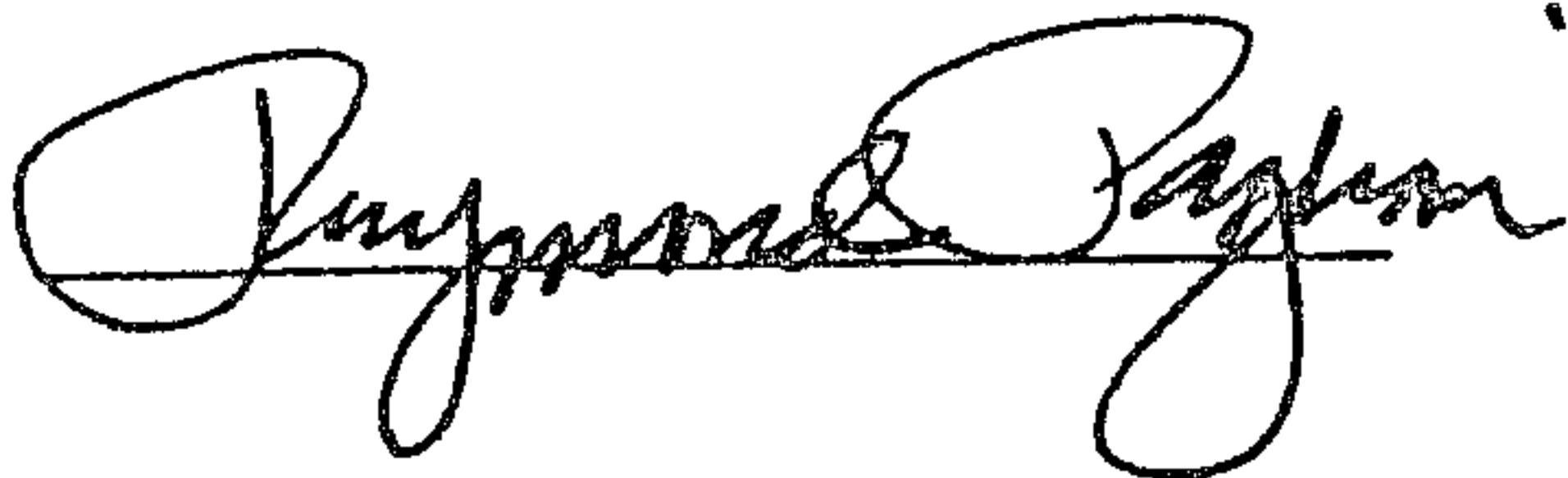
- a. The building constructed on the Parcels shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Wal-Mart Store;
- b. Any buildings to be constructed on the Parcels shall not exceed 5,000 square feet in size.
- c. Any rooftop equipment shall be screened in a manner satisfactory to Wal-Mart.
- d. No rooftop sign shall be erected on the building(s) constructed.
- e. No freestanding identification sign may be erected on the Parcels without approval of Wal-Mart, and in no event shall such freestanding identification sign exceed the height of the pylon sign on Tract 1 or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Wal-Mart.
- f. No improvements shall be constructed, erected, expanded or altered on the Parcels until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Wal-Mart. No building or structure of any kind shall be erected on the Parcels except upon that area designated as a building area on the Site Plan; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other Parcels or the Wal-Mart Store.
- g. In developing and using the Parcels, the owner of the Parcels shall continuously provide and maintain a parking ratio on such Parcels equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use in excess of five thousand (5,000) square feet, (the same ratio shall be provided for a McDonald's Restaurant, notwithstanding a building footprint of less than five thousand (5,000) square feet); or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Parcels.
- h. The Parcels shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

agrees, upon request, to deliver to Wal-Mart a certificate or certificates from an insurance company or insurance companies satisfactory to Wal-Mart evidencing the existence of such insurance and naming Wal-Mart as an additional insured.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

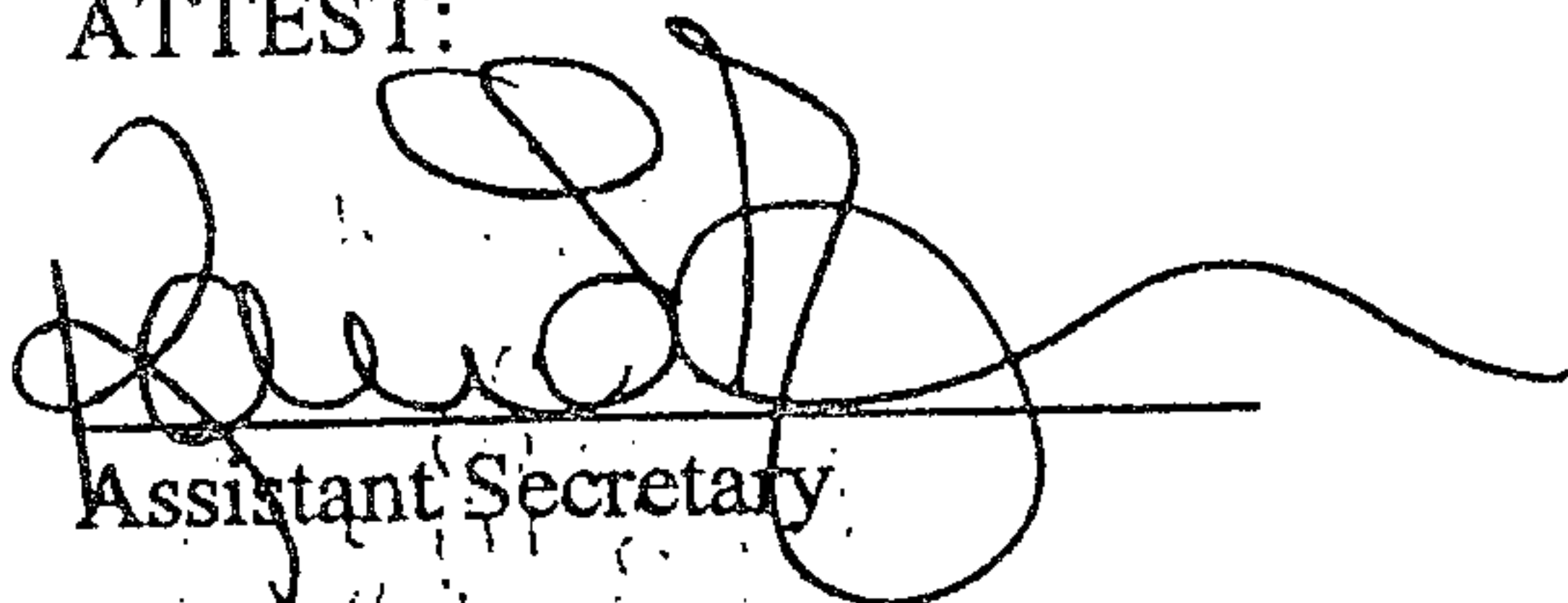
WITNESS OR ATTEST:

ROCHE SHAMROCK, LLC

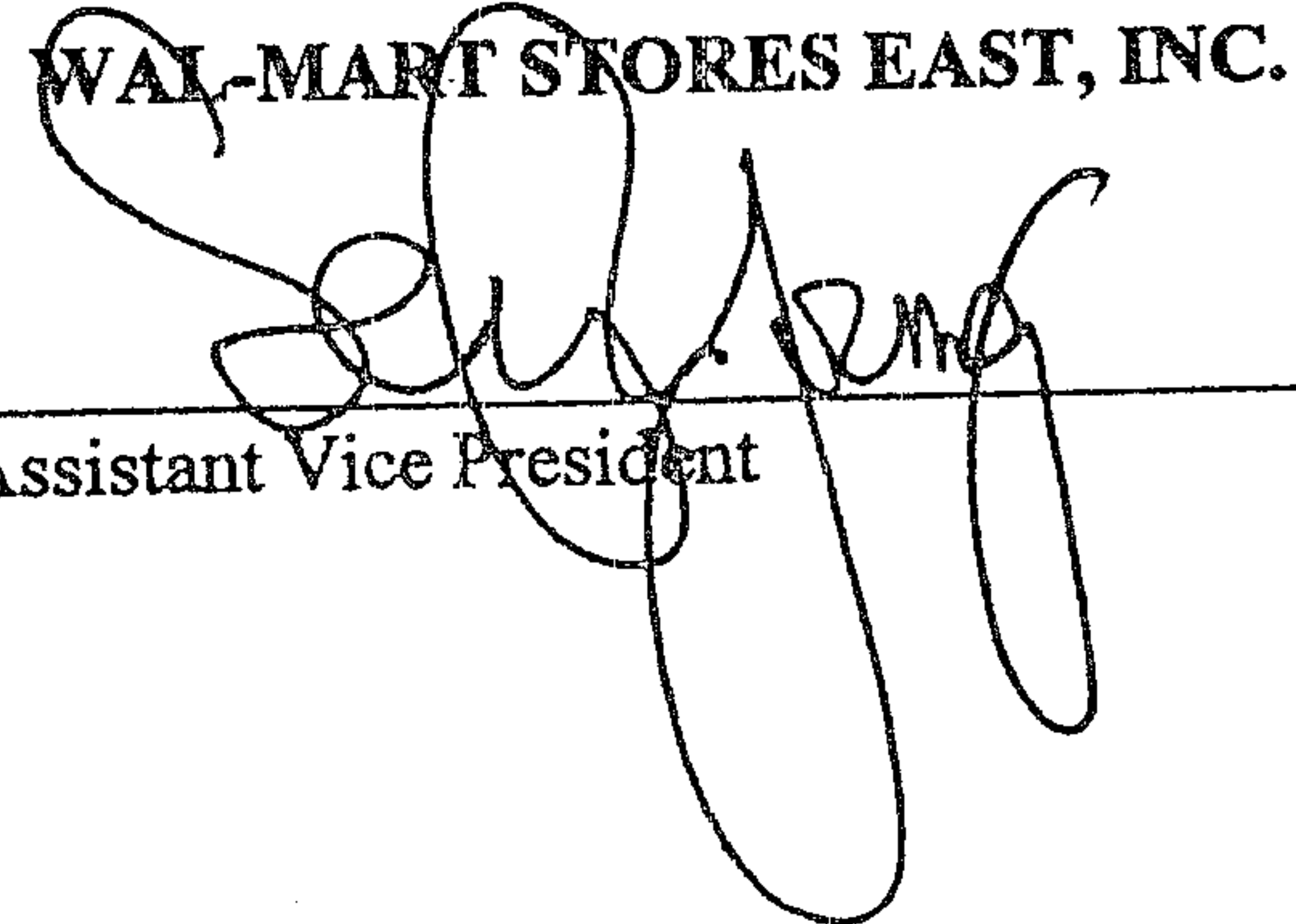


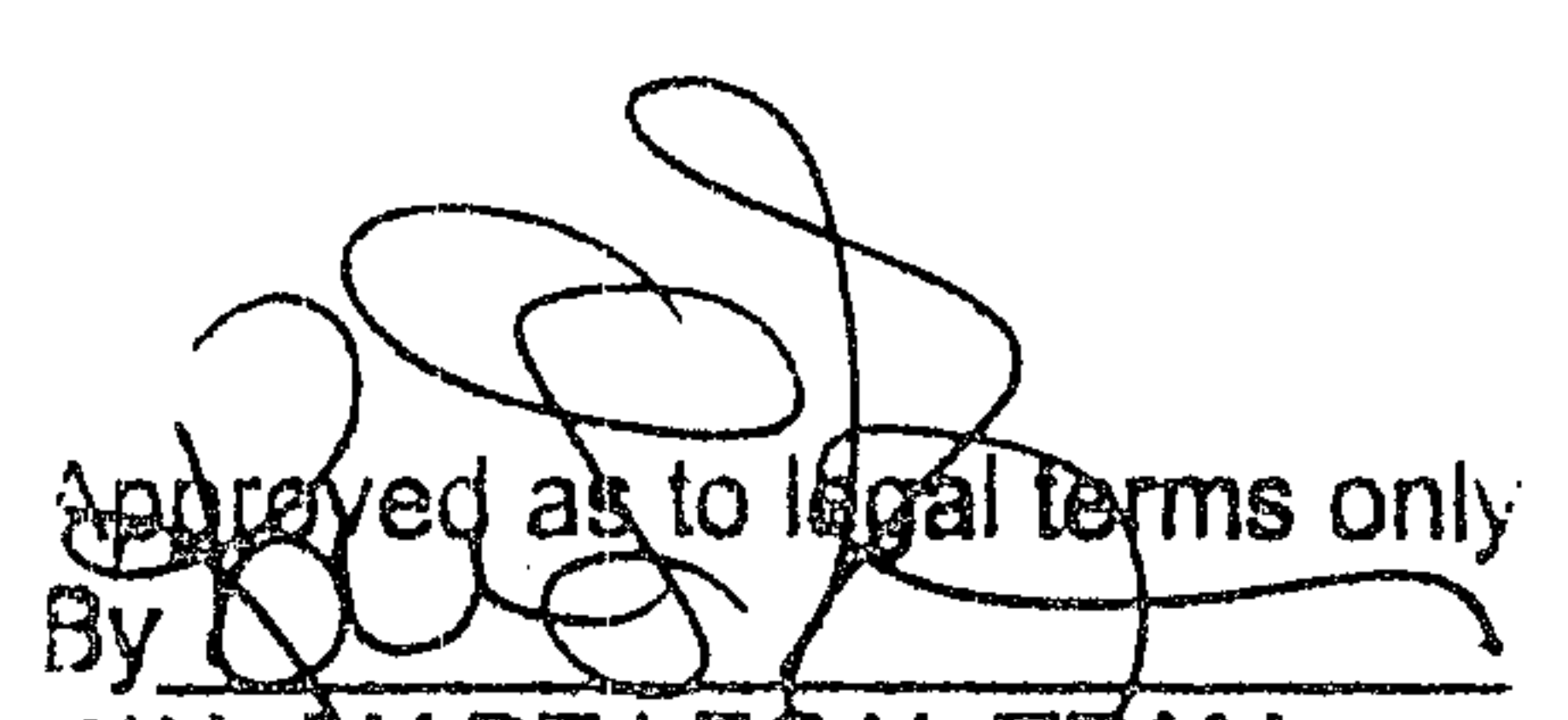
By: Marnie R Roche
Its: Manager

ATTEST:


Assistant Secretary

WAL-MART STORES EAST, INC.

By: 
Its: Assistant Vice President


Approved as to legal terms only
By: Wal-Mart Legal Team
Date 2.7.00

ATTEST:

Kristi Phillips
Assistant Secretary

WAL-MART REAL ESTATE
BUSINESS TRUST

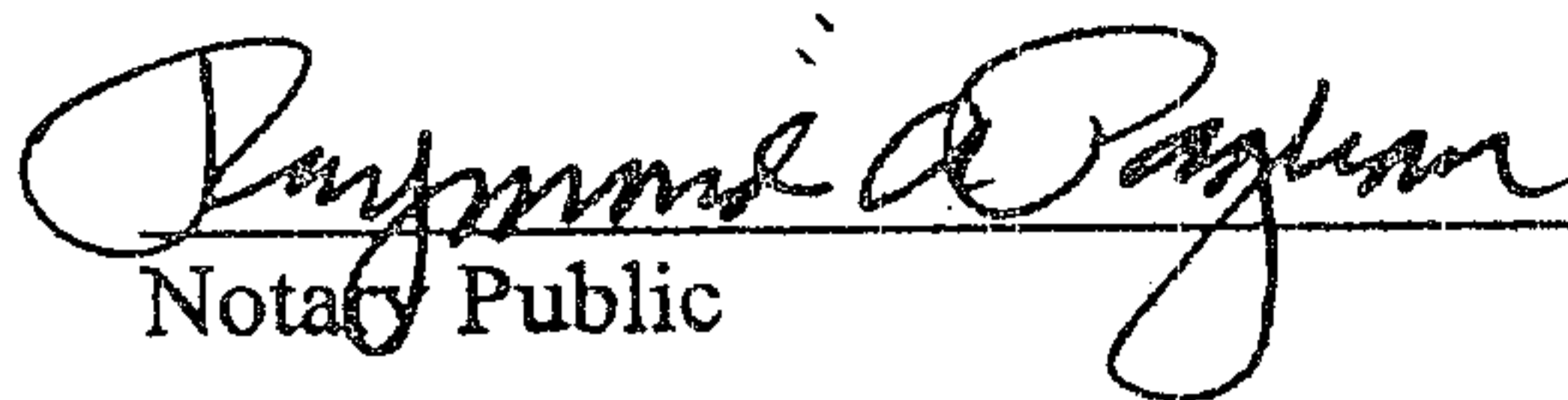
By: [Signature]
Its: Assistant Vice President

Approved as to legal terms only
By: [Signature]
WAL-MART LEGAL TEAM
Date 2/11/00

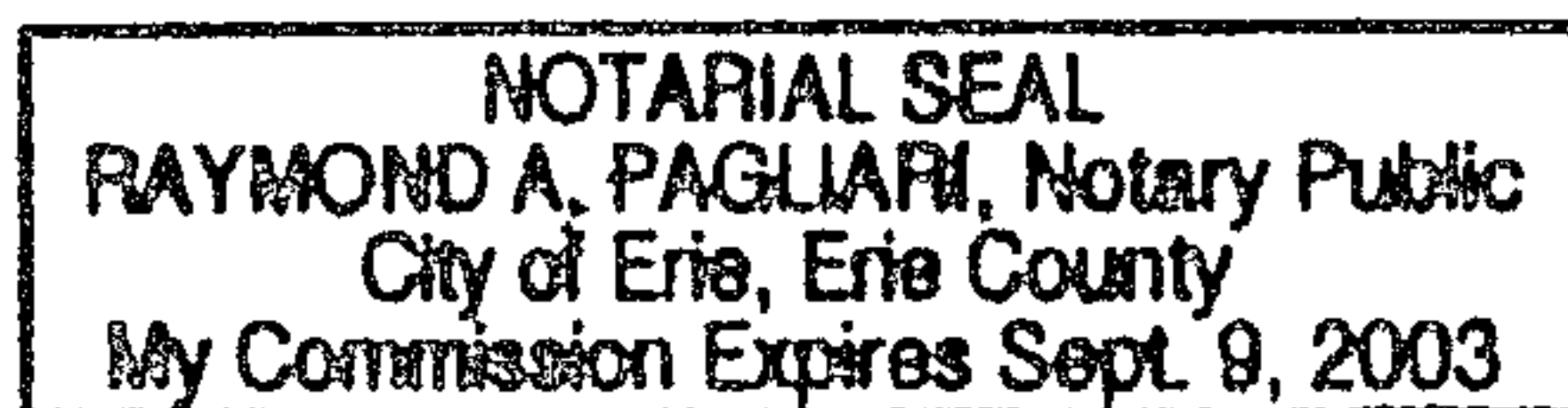
ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ERIE)

On the 8th day of February, 2000, before me, the undersigned, a notary public in and for said county and state, personally appeared Marne R. Roche, personally known to me to be the Manager of Roche Shamrock, LLC, whose name is subscribed to the within instrument and who acknowledged to me that he/she executed the same in his/her capacities and that by his/her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed this instrument.


Notary Public

My commission expires 9-9-03



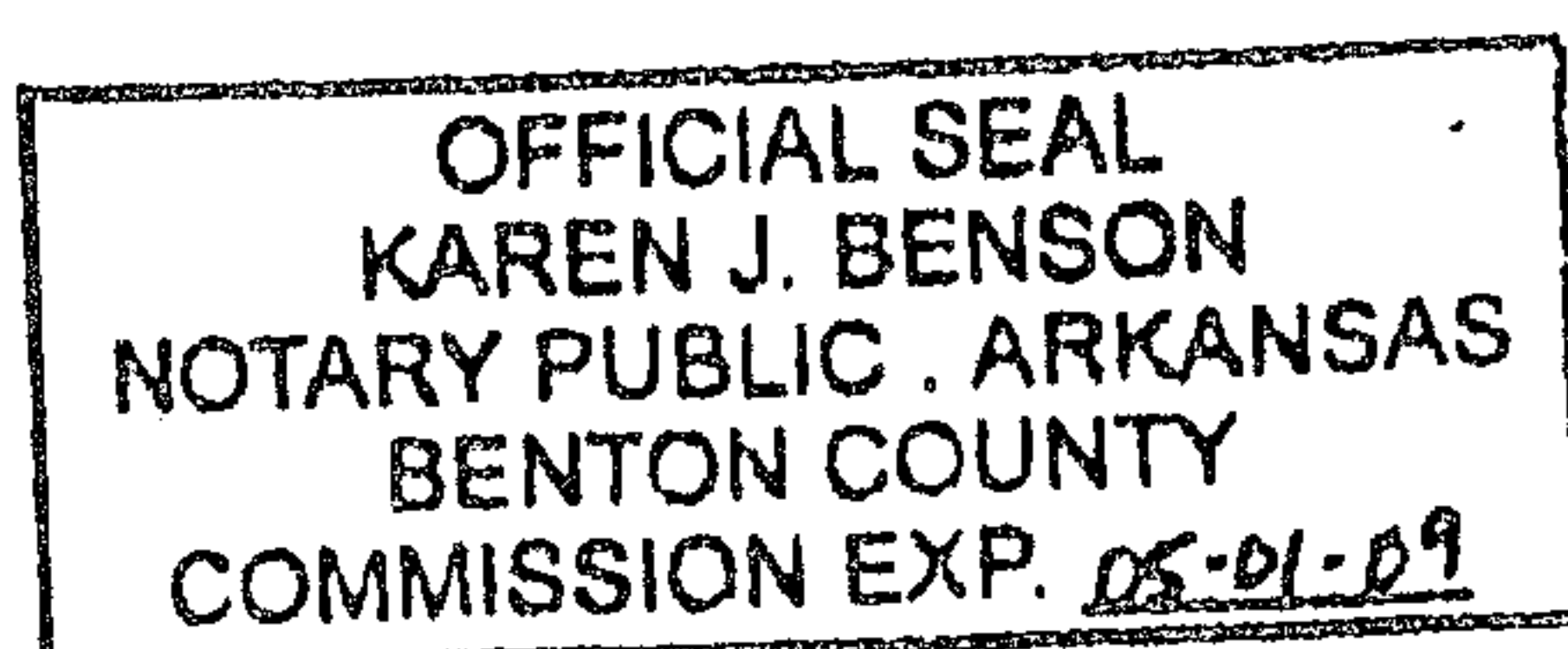
ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

On the 7th day of February, 2000, before me, the undersigned, a notary public in and for said county and state, personally appeared Sev Young and Karen L. Roberts, personally known to me to be the Assistant Vice President and Assistant Secretary of Wal-Mart Stores East, Inc., respectively, whose names are subscribed to the within instrument and who acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed this instrument.


Notary Public

My commission expires May 1, 2009



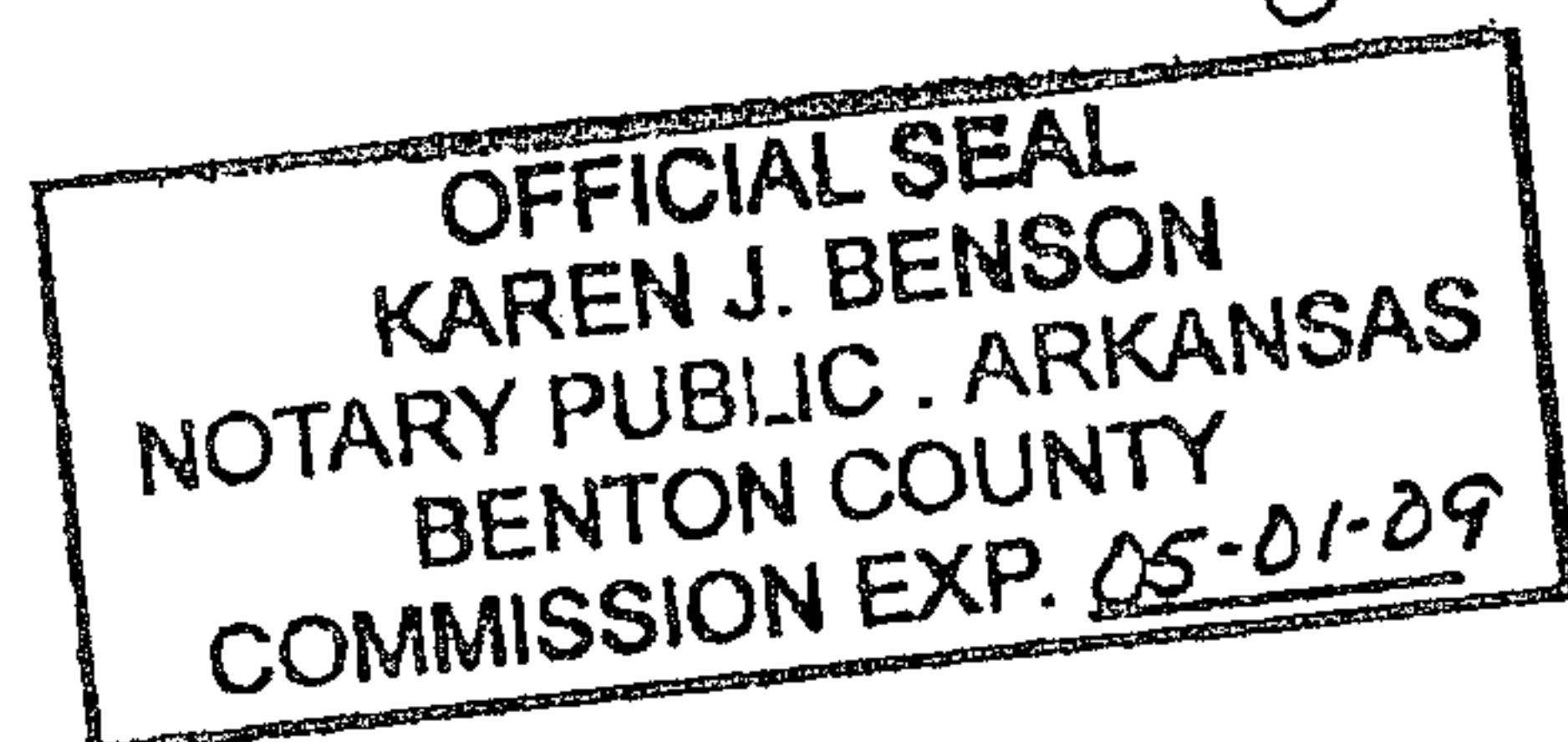
ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)
COUNTY OF BENTON) ss.

On the 7th day of February, 2000, before me, the undersigned, a notary public in and for said county and state, personally appeared Sey Young and Kristi Phillips, personally known to me to be the Assistant Vice President and Assistant Secretary of Wal-Mart Stores Real Estate Business Trust, respectively, whose names are subscribed to the within instrument and who acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individual acted, executed this instrument.

Karen J. Benson
Notary Public

My commission expires May 1, 2009



Outlot Parcel Description
Wal-Mart Stores, Inc.
Corry, PA

All that certain piece or parcel of land situate in the Township of Columbus, County of Warren, Commonwealth of Pennsylvania, being more particularly described as follows:

Commencing at a point on the northerly right of way line of US Route 6 (Columbus Avenue - 54' wide) on the division line between lands now or formerly of Randall and Richard Owens (Book 57 of Deeds, Page 57, filed in the Warren County Clerk's Office) on the east, and lands now or formerly of Roche Shamrock, LLC (Book 841, Page 286) on the west; thence, North 01°-20'-00" East, on said division line a distance of 251.00 feet to the Point of Beginning; thence,

North 89°-36'-36" West, a distance of 176.98 feet to a point on the easterly right of way line proposed Shady Avenue Extension (50' wide); thence,

North 00°-23'-24" East, on said right of way line, a distance of 256.00 feet; thence,

South 89°-36'-36" East, a distance of 181.17 feet; to a point on said division line, thence,

South 01°-20'-00" West, on said division line, a distance of 256.03 feet to the Point of Beginning

Said parcel containing 1.052 acres, more or less.

EXHIBIT A
to ECR

