Exhibit 4
Environmental Covenant

Whitehall, Ohio
Store No. 3447-00

OHIO E.P.A.

AUG 23 2005

ENTERED DIRECTOR'S JOURNAL

To be recorded with Deed Records - ORC § 317.08

ENVIRONMENTAL COVENANT

This Environmental Covenant is entered into by Wal-Mart Stores East LP, a Delaware limited partnership, having an address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716 (the "Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property (as defined herein) to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property comprising 14.123 acres and situated in the City of Columbus, Franklin County, Ohio, as more particularly described in **Exhibit A** attached hereto;

WHEREAS, it has been determined that certain chemical compounds are located on the Property including elevated concentrations of arsenic and benzo(a)pyrene, which was detected in fill material (construction and demolition debris). The extent of fill material extends across the property and constitutes a direct contact exposure pathway for children and adults. The human health based risk assessment identified a child and adult trespasser exposures. The soil quality results meet the commercial and industrial standards but exceed the residential land use standards. Groundwater quality results identify an exceedance of arsenic above unrestricted potable use standards, which requires the need for a groundwater potable use restriction; and

WHEREAS, due to the presence of certain chemical compounds on the Property, Wal-Mart has undertaken a voluntary action with respect to the Property pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300 by submitting a No Further Action Letter dated December 17, 2004 (the "Environmental Response Project). The Environmental Response Project has been assigned NFA No. 04 NFA 196 by the Ohio EPA's Division of Emergency & Remedial Response.

NOW THEREFORE, Owner and Ohio EPA agree to the following:

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC § 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns a 14.123 acre parcel of real property owned by Wal-Mart Stores East, LP and located in the City of Columbus,

1. Environmental Covenant. This instrument is an environmental covenant developed and executed pursuant to ORC § 5301.80 to 5301.92.

2. Property. This Environmental Covenant concerns a 28.646 acre parcel of real property owned by Wal-Mart Stores East, LP and located at 3651 East Main Street in the City of Whitehall, Franklin County, Ohio, and more particularly described in **Exhibit A** attached hereto and hereby incorporated by reference herein (the "Property").

3. Owner. Owner has an address of 2001 S.E. 10th Street, Bentonville, Arkansas 72716 and is the fee simple owner of the Property.

4. Holder. The Owner, whose address is listed above, is also the holder of this Environmental Covenant.

5. Activity and Use Limitations. As part of the voluntary action described in the NFA Letter issued to Wal-Mart, Owner hereby imposes and agrees to comply with the following activity and use limitations:

(a) **Restriction to Commercial or Industrial Land Uses.** As a portion of the remedy under the Ohio EPA Voluntary Action Program ("VAP") to protect against exposure to hazardous substances on the Property described herein, the Property is hereby restricted to commercial or industrial uses, as defined in OAC 3745-300-08(B)(2)(c)(ii) and (B)(2)(c)(iii)(effective October 21, 2002).

(b) **Prohibition Against Extraction and Use of Groundwater.** As a portion of the remedy under the Ohio EPA Voluntary Action Program ("VAP") to protect against exposure to hazardous substances and/or petroleum in groundwater at or underlying the Property, no person shall extract the groundwater located at or underlying the Property for any purpose, potable or otherwise, except for investigation or remediation of the groundwater, if necessary.

If any event or action by or on behalf of a person who owns an interest in or holds an encumbrance on the Property, identified in paragraph 11 below, constitutes a breach of the activity and use limitations, Owner or Transferee shall notify Ohio EPA within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the owner or Transferee and Ohio EPA.

6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee," as used in this Environmental Covenant, shall mean any future owner of any interest in the Property or any portion thereof, including, but not

limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

7. Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91. Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law. Pursuant to ORC §3746.05, if the Property or any portion thereof is put to a use that does not comply with this Environmental Covenant, the covenant not to sue issued for the Property by the Director of the Ohio EPA under ORC §3746.12 is void on and after the date of the commencement of the noncomplying use.

8. Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees the right of access to the Property for implementation or enforcement of this Environmental Covenant.

9. Compliance Reporting. Owner or any Transferee shall submit to Ohio EPA on an annual basis written documentation verifying that the activity and use limitations remain in place and are being complied with.

10. Notice upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

> THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED_____, 2005, RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE _____COUNTY RECORDER ON _____, 2005, IN [DOCUMENT____, *or* BOOK___, PAGE ____,]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:
>
> **RESTRICTION TO COMMERCIAL OR INDUSTRIAL LAND USES.** AS A PORTION OF THE REMEDY UNDER THE OHIO EPA VOLUNTARY ACTION PROGRAM ("VAP") TO PROTECT AGAINST EXPOSURE TO HAZARDOUS SUBSTANCES ON THE PROPERTY DESCRIBED HEREIN, THE PROPERTY IS HEREBY RESTRICTED TO COMMERCIAL OR INDUSTRIAL USES, AS DEFINED IN OAC 3745-300-08(B)(2)(C)(II) AND (B)(2)(C)(III)(EFFECTIVE OCTOBER 21, 2002).
>
> **PROHIBITION AGAINST EXTRACTION AND USE OF GROUNDWATER.** AS A PORTION OF THE REMEDY UNDER THE OHIO EPA VOLUNTARY ACTION PROGRAM ("VAP") TO PROTECT AGAINST EXPOSURE TO HAZARDOUS SUBSTANCES AND/OR PETROLEUM IN GROUNDWATER

AT OR UNDERLYING THE PROPERTY, NO PERSON SHALL EXTRACT THE GROUNDWATER LOCATED AT OR UNDERLYING THE PROPERTY FOR ANY PURPOSE, POTABLE OR OTHERWISE, EXCEPT FOR INVESTIGATION OR REMEDIATION OF THE GROUNDWATER, IF NECESSARY.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and the telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- that the Owner is the sole owner of the Property;

- that the Owner holds fee simple title to the Property which is free, clear and unencumbered, except for the existing and proposed utility easements shown on **Exhibit B**;

- that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and

- that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party of by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee and the Ohio EPA, pursuant to ORC §5301.90 and other applicable law. The term "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Franklin County

Recorder's Office, and shall provide a file and dated-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Franklin County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to the Ohio EPA and the City of Whitehall, Ohio, and any other person designated by Ohio EPA pursuant to ORC §5301.83.

18. Notice. Unless otherwise notified in writing by or on behalf of the current Owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Amy Yersavich, VAP Manager
Division of Emergency & Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

Michael E. Gardner
Assistant Vice President, Real Estate
2001 S.E. 10th Street
Bentonville, Arkansas 72716

With copy to:

Adele E. Lucas, Esq
Assistant General Counsel
2001 S. E. 10th Street
Bentonville, Arkansas 72716

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC,
a Delaware limited liability company
and general partner

By: _____
Michael E. Gardner
Assistant Vice President

STATE OF ARKANSAS)
)SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 29 day of June, 2005, by Michael E. Gardner, the Assistant Vice President, Real Estate of WSE Management, LLC, a Delaware limited liability company, general partner of Wal-Mart Stores East, LP, on behalf of the limited partnership.

STATE OF ARKANSAS
SARAH E. LAPAR
NOTARY PUBLIC
BENTON COUNTY
My Comm. Expires 11-22-2014

Sarah E. LaPar
Notary Public
County of Benton, State of AR
My Commission Expires: 11-22-2014
Acting in the County of Benton

Approved as to legal terms only
by _____
Wal-Mart Legal Team
Date: 6-28-05

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: Joseph P. Koncelik, Director
Date: 8/16/05

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23rd day of August, 2005

Notary Public

This instrument prepared outside the State of Ohio by:

Brian J. Considine, Esq.
Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304-5103

EXHIBIT A

DESCRIPTION OF
WAL-MART MAIN STREET
SITE NO. 3447
FRANKLIN COUNTY, OHIO
CONTAINING 28.115 ACRES
DECEMBER 8TH, 2004

Situate City of Whitehall and City of Columbus, County of Franklin, State of Ohio, and being all of a 6.191 acre tract of land (6.136 acres remaining), and a 10.780 acre tract of land (3.879 acres remaining) as conveyed to Columbus Jewish Federation by deed as recorded in Inst. No. 01369 B14, and part of a 13.804 acre tract of land (12.886 acres remaining) as conveyed to Holland Investment Inc. by deed as recorded in Inst. No. 200208010188245, and all of a 7.07 acre tract of land as conveyed to E.E-J. Company by deed recorded in Inst. No. 14547 J16 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Franklin County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at intersection of the centerline of Collingwood Road with the centerline of East Main Street;

thence along said centerline North eighty-eight degrees ten minutes no seconds East (N88°10'00"E) for twenty-five and 32/100 feet (25.32') to a point;

thence continuing along said centerline North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for two hundred eighty-six and 91/100 feet (286.91') to a railroad spike set at the northwest corner of the herein described tract of land, said point being the **TRUE POINT OF BEGINNING;**

thence continuing along said centerline North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for one hundred twenty-six and 23/100 feet (126.23') to a railroad spike set at the northwest corner of a 0.055 acre tract of land as conveyed to Una Tsou Cheadle by deed recorded in Inst. No. 34176F18;

thence leaving said centerline along the west line of said 0.055 acre tract South no degrees seven minutes twenty-five seconds West (S00°07'25"W) for two hundred forty and 00/100 feet (240.00') to an iron pin set at the southwest corner of said 0.055 acre tract;

thence along the south line of said 0.055 acre tract North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for one hundred fifty-seven and 00/100 feet (157.00'), passing an iron pin found at 50.00' at the southwest corner of a 0.590 acre tract as conveyed to Norwell Freeland by deed recorded in Inst. No. 200103160054053, to an iron pin set at the southeast corner of said 0.590

acre tract, said point also being on the west line of a 7.812 acre tract of land as conveyed to Old Trailer Court by deed recorded in Inst. No. 012320C04;

thence along said west line South no degrees seven minutes twenty-five seconds West (S00°07'25"W) for eight hundred forty-two and 14/100 feet (842.14') to an iron pin set on the west line of said 7.812 acre tract;

thence continuing along said west line South no degrees twenty-three minutes twenty-five seconds West (S00°23'25"W) for two hundred twenty-nine and 74/100 feet (229.74') to an iron pin set at the northwest corner of a 6.768 acre tract of land as conveyed to Columbus Jewish Federation by deed recorded in Inst. No. 01985 B04;

thence along the north line of said 6.768 acre tract North eighty-nine degrees thirty-one minutes forty-six seconds West (N89°31'46"W) for six hundred fifteen and 13/100 feet (615.13') to an iron pin set at a corner thereof, said point also being on an east line of a 12.866 acre tract of land as conveyed to Holland Investment, Inc. by deed recorded in Inst. No. 200208010188245;

thence along said 12.886 acre tract and along said 6.768 acre tract South thirty-six degrees twenty-four minutes ten seconds East (S36°24'10"E) for two hundred thirteen and 57/100 feet (213.57') to an iron pin set at a corner thereof;

thence along said 12.886 and said 6.768 acre tract South eighty-nine degrees fifty-six minutes nineteen seconds West (S89°56'19"W) for one hundred thirty and 00/100 feet (130.00') to an iron pin set at a corner thereof, said point also being on the east line of the existing railroad right-of-way;

thence along said existing railroad right-of-way North thirty-eight degrees five minutes fifty-two seconds West (N38°05'52"W) for eight hundred forty and 62/100 feet (840.62') to an iron pin set at the southeast corner of a 2.00 acre tract of land as conveyed to WB Storage Associates 1 by deed recorded in Inst. No. 25582 I13;

thence along the east line of said 2.00 acre tract North zero degrees three minutes twenty-four seconds East (N00°03'24"E) for seven hundred eighty and 33/100 feet (780.33') to a railroad spike set on the centerline of said East Main Street;

thence along said centerline North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for three hundred twenty-two and 62/100 feet (322.62') to a railroad spike set on said centerline;

thence leaving said centerline South zero degrees three minutes twenty-four seconds West (S00°03'24"W) for forty and 02/100 feet (40.02') to an iron pin set on the south line of said Main Street;

thence along the existing south line of said Main Street North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for forty-five and 00/100 feet (45.00') to a railroad spike found at the northwest corner of a 0.918 acre tract of land as conveyed to Autozone Inc. by deed recorded in Inst. No. 21653 I05;

thence leaving said south line along the west line of said 0.918 acre tract South zero degrees three minutes twenty-four seconds West (S00°03'24"W) for two hundred fifty and 00/100 feet (250.00') to a railroad spike set at the southwest corner thereof;

thence along the south line of said 0.918 acre tract North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for one hundred sixty and 00/100 feet (160.00') to a railroad spike set at the southeast corner thereof;

thence along the east line of said 0.918 acre tract North zero degrees three minutes twenty-four seconds East (N00°03'24"E) for two hundred fifty and 00/100 feet (250.00') to a railroad spike found at the northeast corner thereof, said point also being on the existing south line of said East Main Street;

thence along said south line North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for thirty and 02/100 feet (30.02') to an iron pin set at a corner thereof;

thence leaving said south line on a new dividing line South zero degrees five minutes forty-nine seconds West (S00°05'49"W) for two hundred thirty-five and 60/100 feet (235.60') to a spike set;

thence continuing on a new dividing line North eighty-eight degrees one minute forty-two seconds East (N88°01'42"E) for two hundred seventeen and 92/100 feet (217.92') to a spike set;

thence continuing on a new dividing line North zero degrees five minutes forty-nine seconds East (N00°05'49"E) for two hundred thirty-five and 25/100 feet (235.25') to an iron pin set;

thence continuing along said south line North eighty-eight degrees seven minutes zero seconds East (N88°07'00"E) for eighty-one and 57/100 feet (81.98') to an iron pin set on said line;

thence leaving said south line North zero degrees four minutes twenty-seven seconds East (N00°04'27"E) for forty and 02/100 feet (40.02') to the **TRUE POINT OF BEGINNING**, containing twenty-eight and 115/1000 (28.115) acres, being 6.116 acres in PID 090-000647, 3.703 acres in PID 090-000049,

7.765 acres in PID 090-000086, 0.764 acres in PID 090-001839, 2.645 acres in PID 090-000275, and 7.122 acres in PID 090-002480.

Iron pins set are 5/8" rebar, 30" in length, with a plastic plug placed on top inscribed with the name "WOOLPERT LLP", unless otherwise noted.

This description was prepared from a field survey performed by Woolpert LLP in July, 2004, with bearings based upon an assumed meridian, used to denote angular reference only, being East Main Street as shown on the plans for ODOT project FRA-40-18.63.

Woolpert LLP

06/01/

Steven W. Newell
Ohio Professional Surveyor #7212

STATE OF OHIO
STEVEN WAYNE NEWELL
S-7212
REGISTERED
PROFESSIONAL SURVEYOR

EXHIBIT B

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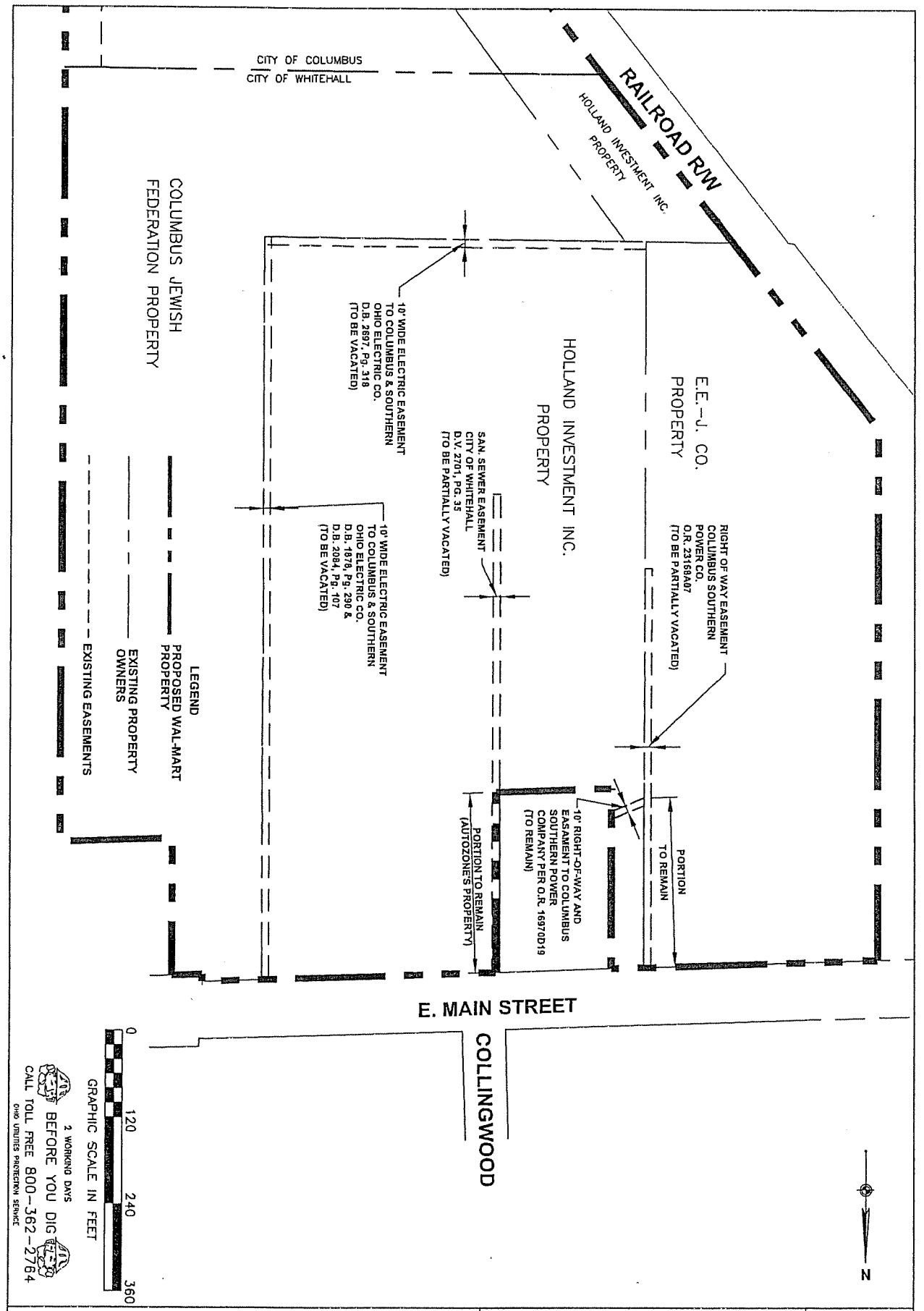

WAL-MART SUPERCENTER OH#3447
WHITEHALL, OH

EXISTING EASEMENTS
CITY OF WHITEHALL

WOOLPERT, INC.
4141 Rosslyn Drive
Cincinnati, Ohio
45209-1183
513.272.8300
FAX: 513.272.8301
WOOLPERT

PROJECT NO. 62798.04
DATE 6/2/05
DR. JCB
SHT. # 1 OF 4

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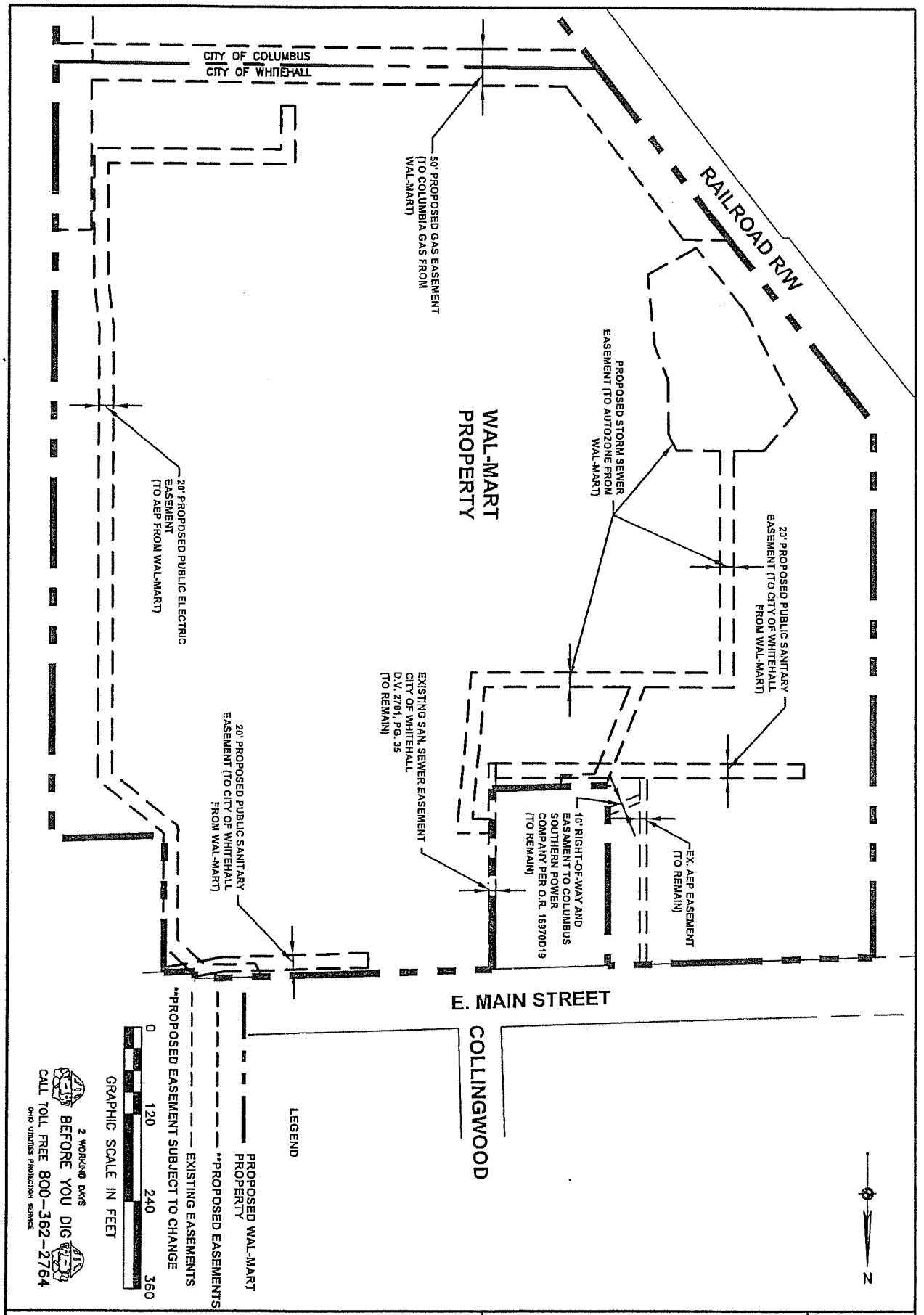

WAL-MART SUPERCENTER OH#3447 WHITEHALL, OH PROPOSED EASEMENTS CITY OF WHITEHALL	WOOLPERT, INC. 4141 Rosslyn Drive Cincinnati, Ohio 45209-1183 513.272.8300 FAX: 513.272.8301 WOOLPERT	PROJECT NO. 62798.04 DATE 6/2/05 DR. JCB SHT. # 3 OF 4

Whitehall, Ohio
Store No. 3447-00

OHIO E.P.A.

AUG 23 2005

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WHEREAS, the Owner has purchased the Property located in the City of Whitehall for the purpose of constructing a commercial retail sales store; and

WHEREAS, due to the presence of certain chemical compounds on the Property, Owner has undertaken a voluntary action with respect to the Property pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300 by submitting a No Further Action Letter dated December 17, 2004 (the "Environmental Response Project). The Environmental Response Project has been assigned NFA No. 04 NFA 196 by the Ohio EPA's Division of Emergency & Remedial Response.

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>
> **PROHIBITION AGAINST EXTRACTION AND USE OF GROUNDWATER.** AS A PORTION OF THE REMEDY UNDER THE OHIO EPA VOLUNTARY ACTION PROGRAM ("VAP") TO PROTECT AGAINST EXPOSURE TO HAZARDOUS SUBSTANCES AND/OR PETROLEUM IN GROUNDWATER

AT OR UNDERLYING THE PROPERTY, NO PERSON SHALL EXTRACT THE GROUNDWATER LOCATED AT OR UNDERLYING THE PROPERTY FOR ANY PURPOSE, POTABLE OR OTHERWISE, EXCEPT FOR INVESTIGATION OR REMEDIATION OF THE GROUNDWATER, IF NECESSARY.

Owner shall notify Ohio EPA within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and the telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

11. Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:

- that the Owner is the sole owner of the Property;

- that the Owner holds fee simple title to the Property which is free, clear and unencumbered, except for the existing and proposed utility easements shown on **Exhibit B**;

- that the Owner has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder; and

- that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party of by which Owner may be bound or affected.

12. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee and the Ohio EPA, pursuant to ORC §5301.90 and other applicable law. The term "Amendment," as used in this Environmental Covenant, shall mean any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. The term "Termination," as used in this Environmental Covenant, shall mean the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA and the Owner or Transferee of the Property or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Franklin County

Recorder's Office, and shall provide a file and dated-stamped copy of the recorded instrument to Ohio EPA.

13. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.

15. Recordation. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the Property, with the Franklin County Recorder's Office.

16. Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Franklin County Recorder.

17. Distribution of Environmental Covenant. The Owner shall distribute a file and date-stamped copy of the recorded Environmental Covenant to the Ohio EPA and the City of Whitehall, Ohio, and any other person designated by Ohio EPA pursuant to ORC §5301.83.

18. Notice. Unless otherwise notified in writing by or on behalf of the current Owner or Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Amy Yersavich, VAP Manager
Division of Emergency & Remedial Response
Ohio EPA
P.O. Box 1049
Columbus, Ohio 43216-1049

Michael E. Gardner
Assistant Vice President, Real Estate
2001 S.E. 10th Street
Bentonville, Arkansas 72716

With copy to:

Adele E. Lucas, Esq
Assistant General Counsel
2001 S. E. 10th Street
Bentonville, Arkansas 72716

19. Counterparts. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned representative of Owner represents and certifies that he is authorized to execute this Environmental Covenant.

IT IS SO AGREED:

OWNER:

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: WSE MANAGEMENT, LLC,
a Delaware limited liability company
and general partner

By: _____
Michael E. Gardner
Assistant Vice President

STATE OF ARKANSAS)
)SS.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 29 day of June, 2005, by Michael E. Gardner, the Assistant Vice President, Real Estate of WSE Management, LLC, a Delaware limited liability company, general partner of Wal-Mart Stores East, LP, on behalf of the limited partnership.

STATE OF ARKANSAS
SARAH E. LAPAR
NOTARY PUBLIC
BENTON COUNTY
My Comm. Expires 11-22-2014

Sarah E. LaPar
Notary Public
County of Benton, State of AR
My Commission Expires: 11-22-2014
Acting in the County of Benton

Approved as to legal terms only
by _____
Wal-Mart Legal Team
Date: 6-28-05

OHIO ENVIRONMENTAL PROTECTION AGENCY

By: Joseph P. Koncelik, Director
Date: 8/16/05

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public, in and for said county and state, personally appeared Joseph P. Koncelik, the Director of Ohio EPA, who acknowledged to me that he did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 23rd day of August, 2005.

Notary Public

BRYAN F. ZIMA
ATTORNEY AT LAW
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION DATE
SECTION 147.03 R. C.

This instrument prepared outside the State of Ohio by:

Brian J. Considine, Esq.
Dawda, Mann, Mulcahy & Sadler, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304-5103

EXHIBIT A

DESCRIPTION OF
WAL-MART MAIN STREET
SITE NO. 3447
FRANKLIN COUNTY, OHIO
CONTAINING 28.115 ACRES
DECEMBER 8TH, 2004

Situate City of Whitehall and City of Columbus, County of Franklin, State of Ohio, and being all of a 6.191 acre tract of land (6.136 acres remaining), and a 10.780 acre tract of land (3.879 acres remaining) as conveyed to Columbus Jewish Federation by deed as recorded in Inst. No. 01369 B14, and part of a 13.804 acre tract of land (12.886 acres remaining) as conveyed to Holland Investment Inc. by deed as recorded in Inst. No. 200208010188245, and all of a 7.07 acre tract of land as conveyed to E.E-J. Company by deed recorded in Inst. No. 14547 J16 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Franklin County Recorders Office, unless noted otherwise) and being more particularly bounded and described as follows:

Commencing for reference at intersection of the centerline of Collingwood Road with the centerline of East Main Street;

thence along said centerline North eighty-eight degrees ten minutes no seconds East (N88°10'00"E) for twenty-five and 32/100 feet (25.32') to a point;

thence continuing along said centerline North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for two hundred eighty-six and 91/100 feet (286.91') to a railroad spike set at the northwest corner of the herein described tract of land, said point being the **TRUE POINT OF BEGINNING**;

thence continuing along said centerline North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for one hundred twenty-six and 23/100 feet (126.23') to a railroad spike set at the northwest corner of a 0.055 acre tract of land as conveyed to Una Tsou Cheadle by deed recorded in Inst. No. 34176F18;

thence leaving said centerline along the west line of said 0.055 acre tract South no degrees seven minutes twenty-five seconds West (S00°07'25"W) for two hundred forty and 00/100 feet (240.00') to an iron pin set at the southwest corner of said 0.055 acre tract;

thence along the south line of said 0.055 acre tract North eighty-eight degrees seven minutes no seconds East (N88°07'00"E) for one hundred fifty-seven and 00/100 feet (157.00'), passing an iron pin found at 50.00' at the southwest corner of a 0.590 acre tract as conveyed to Norwell Freeland by deed recorded in Inst. No. 200103160054053, to an iron pin set at the southeast corner of said 0.590

acre tract, said point also being on the west line of a 7.812 acre tract of land as conveyed to Old Trailer Court by deed recorded in Inst. No. 012320C04;

thence along said west line South no degrees seven minutes twenty-five seconds West (S00°07'25"W) for eight hundred forty-two and 14/100 feet (842.14') to an iron pin set on the west line of said 7.812 acre tract;

thence continuing along said west line South no degrees twenty-three minutes twenty-five seconds West (S00°23'25"W) for two hundred twenty-nine and 74/100 feet (229.74') to an iron pin set at the northwest corner of a 6.768 acre tract of land as conveyed to Columbus Jewish Federation by deed recorded in Inst. No. 01985 B04;

thence along the north line of said 6.768 acre tract North eighty-nine degrees thirty-one minutes forty-six seconds West (N89°31'46"W) for six hundred fifteen and 13/100 feet (615.13') to an iron pin set at a corner thereof, said point also being on an east line of a 12.866 acre tract of land as conveyed to Holland Investment, Inc. by deed recorded in Inst. No. 200208010188245;

thence along said 12.886 acre tract and along said 6.768 acre tract South thirty-six degrees twenty-four minutes ten seconds East (S36°24'10"E) for two hundred thirteen and 57/100 feet (213.57') to an iron pin set at a corner thereof;

thence along said 12.886 and said 6.768 acre tract South eighty-nine degrees fifty-six minutes nineteen seconds West (S89°56'19"W) for one hundred thirty and 00/100 feet (130.00') to an iron pin set at a corner thereof, said point also being on the east line of the existing railroad right-of-way;

thence along said existing railroad right-of-way North thirty-eight degrees five minutes fifty-two seconds West (N38°05'52"W) for eight hundred forty and 62/100 feet (840.62') to an iron pin set at the southeast corner of a 2.00 acre tract of land as conveyed to WB Storage Associates 1 by deed recorded in Inst. No. 25582 I13;

thence along the east line of said 2.00 acre tract North zero degrees three minutes twenty-four seconds East (N00°03'24"E) for seven hundred eighty and 33/100 feet (780.33') to a railroad spike set on the centerline of said East Main Street;

thence along said centerline North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for three hundred twenty-two and 62/100 feet (322.62') to a railroad spike set on said centerline;

thence leaving said centerline South zero degrees three minutes twenty-four seconds West (S00°03'24"W) for forty and 02/100 feet (40.02') to an iron pin set on the south line of said Main Street;

thence along the existing south line of said Main Street North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for forty-five and 00/100 feet (45.00') to a railroad spike found at the northwest corner of a 0.918 acre tract of land as conveyed to Autozone Inc. by deed recorded in Inst. No. 21653 I05;

thence leaving said south line along the west line of said 0.918 acre tract South zero degrees three minutes twenty-four seconds West (S00°03'24"W) for two hundred fifty and 00/100 feet (250.00') to a railroad spike set at the southwest corner thereof;

thence along the south line of said 0.918 acre tract North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for one hundred sixty and 00/100 feet (160.00') to a railroad spike set at the southeast corner thereof;

thence along the east line of said 0.918 acre tract North zero degrees three minutes twenty-four seconds East (N00°03'24"E) for two hundred fifty and 00/100 feet (250.00') to a railroad spike found at the northeast corner thereof, said point also being on the existing south line of said East Main Street;

thence along said south line North eighty-eight degrees ten minutes zero seconds East (N88°10'00"E) for thirty and 02/100 feet (30.02') to an iron pin set at a corner thereof;

thence leaving said south line on a new dividing line South zero degrees five minutes forty-nine seconds West (S00°05'49"W) for two hundred thirty-five and 60/100 feet (235.60') to a spike set;

thence continuing on a new dividing line North eighty-eight degrees one minute forty-two seconds East (N88°01'42"E) for two hundred seventeen and 92/100 feet (217.92') to a spike set;

thence continuing on a new dividing line North zero degrees five minutes forty-nine seconds East (N00°05'49"E) for two hundred thirty-five and 25/100 feet (235.25') to an iron pin set;

thence continuing along said south line North eighty-eight degrees seven minutes zero seconds East (N88°07'00"E) for eighty-one and 57/100 feet (81.98') to an iron pin set on said line;

thence leaving said south line North zero degrees four minutes twenty-seven seconds East (N00°04'27"E) for forty and 02/100 feet (40.02') to the **TRUE POINT OF BEGINNING,** containing twenty-eight and 115/1000 (28.115) acres, being 6.116 acres in PID 090-000647, 3.703 acres in PID 090-000049,

7.765 acres in PID 090-000086, 0.764 acres in PID 090-001839, 2.645 acres in PID 090-000275, and 7.122 acres in PID 090-002480.

Iron pins set are 5/8" rebar, 30" in length, with a plastic plug placed on top inscribed with the name "WOOLPERT LLP", unless otherwise noted.

This description was prepared from a field survey performed by Woolpert LLP in July, 2004, with bearings based upon an assumed meridian, used to denote angular reference only, being East Main Street as shown on the plans for ODOT project FRA-40-18.63.

Woolpert LLP

05/01/05

Steven W. Newell
Ohio Professional Surveyor #7212

STATE OF OHIO
STEVEN WAYNE NEWELL
S-7212
REGISTERED
PROFESSIONAL SURVEYOR

EXHIBIT B

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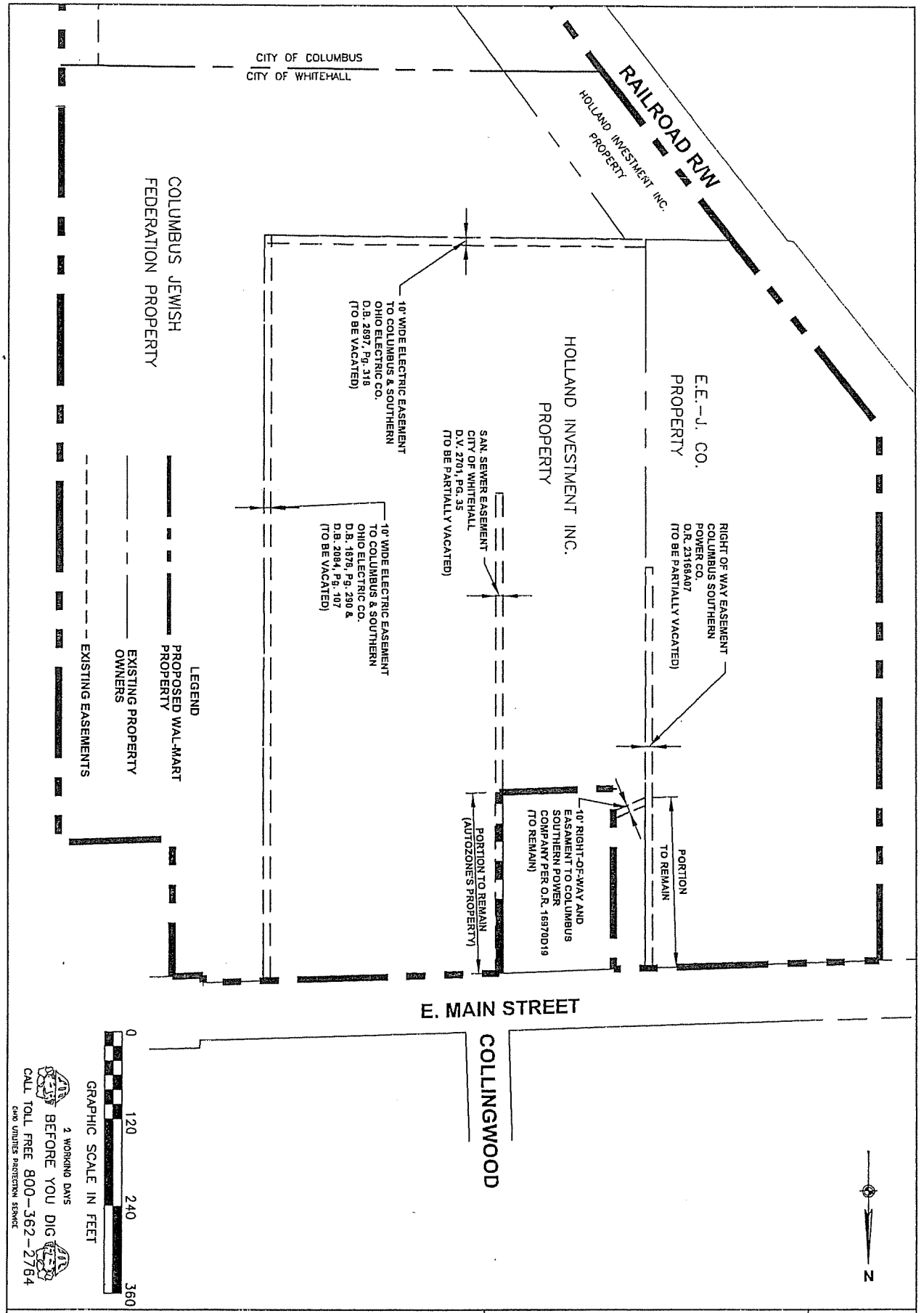

WAL-MART SUPERCENTER OH#3447
WHITEHALL, OH

EXISTING EASEMENTS
CITY OF WHITEHALL

WOOLPERT, INC.
4141 Rosslyn Drive
Cincinnati, Ohio
45209-1183
513.272.8300
FAX: 513.272.8301
WOOLPERT

PROJECT NO. 62798.04
DATE 6/2/05
DR. JCB
SHT. # 1 OF 4

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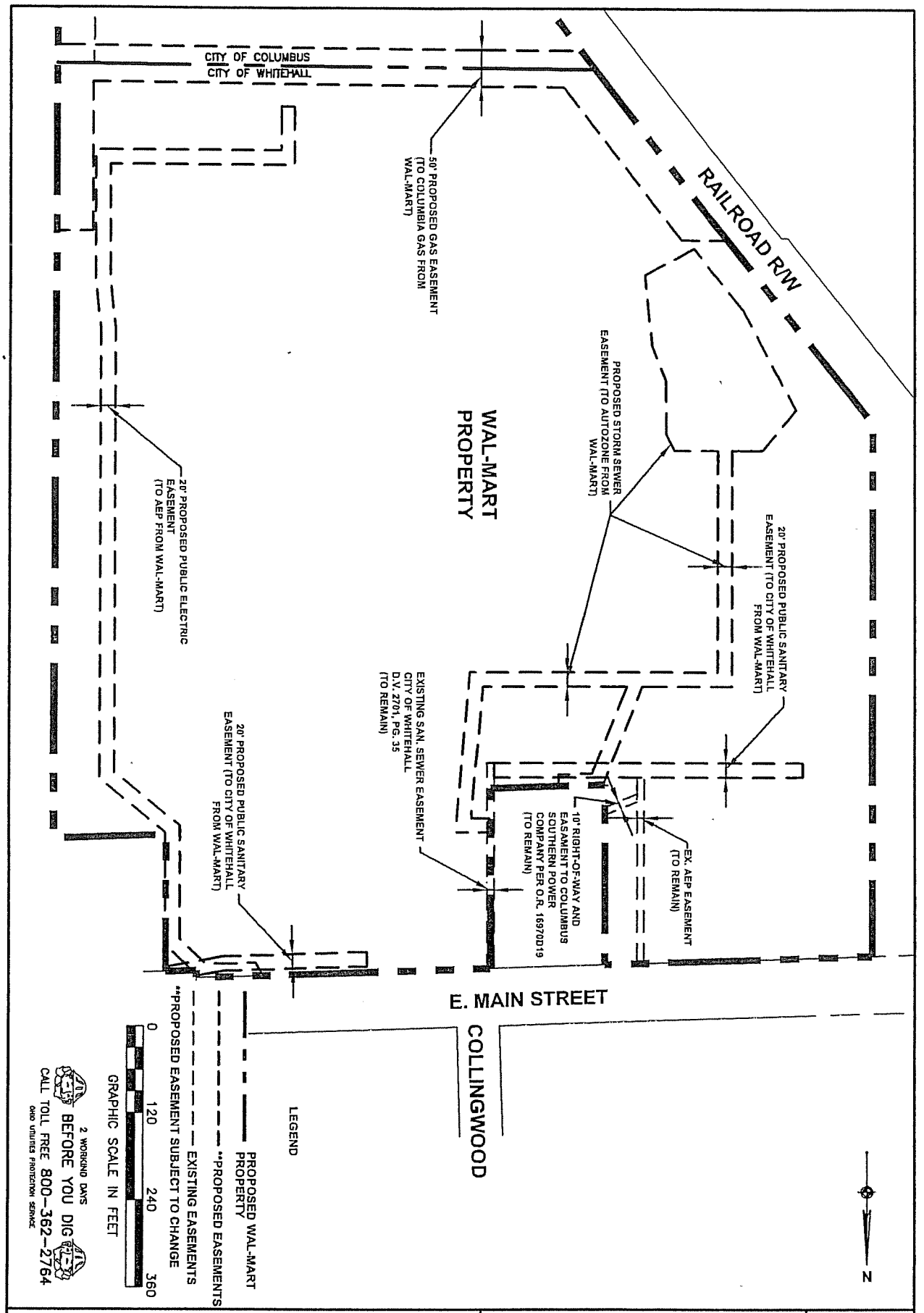

WAL-MART SUPERCENTER OH#3447 WHITEHALL, OH PROPOSED EASEMENTS CITY OF WHITEHALL	WOOLPERT, INC. 4141 Rosslyn Drive Cincinnati, Ohio 45209--1183 513.272.8300 FAX: 513.272.8301	PROJECT NO. 62798.04 DATE 6/2/05 DR. JCB SHT. # 3 OF 4