

This instrument prepared by:
Richard M. Hopgood
Wyatt, Tarrant & Combs, LLP
250 West Main Street, Suite 1600
Lexington, KY 40507-1746
Phone: (859) 288-7439

BK/PG: M228/206-213
12004887

8 PGS : AL - RESTRICTIONS	
DEB BATCH: 38930	
08/21/2012 - 01:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

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

STATE OF TENNESSEE, MONROE COUNTY
MILDRED ESTES
REGISTER OF DEEDS

THIS AGREEMENT is made as of the 3rd day of August, 2012, between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), and ROGERS GROUP, INC., an Indiana corporation ("Developer").

WITNESSETH:

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A hereof, said Tract being more particularly described in Exhibit B attached hereto (the "Wal-Mart Tract");

WHEREAS, Developer is the owner of the Developer Tract as shown on the plan attached hereto as Exhibit A hereof, the same being more particularly described in Exhibit C hereof (the "Developer Tract"); and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract and Developer Tract be subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Use. Buildings on the Wal-Mart Tract and Developer Tract shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No building located on the Developer Tract within two hundred feet (200') of the boundary of the Wal-Mart Tract shall be used for a cafeteria, theater, bowling alley, billiard parlor, nightclub, strip club, adult book or novelty store, adult movie or video store (an adult movie or video store is a movie or video store that shows, sells or rents movies or videos that are rated NC-17, X, XX, XXX or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), any business serving alcoholic beverages (other than in connection and incidental to a restaurant where less than 50% of the revenue is from the sale of alcoholic beverages which may be permitted at any location on the Developer Tract) or other place of recreation or amusement, without the prior written consent of Wal-Mart. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein



it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

2. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the owner, lessee, or user of the Wal-Mart Tract, no space in or portion of the Developer Tract shall be leased, occupied by, or used as or in support of (including parking and access) or conveyed to any other party for use as or in support of (including parking and access) (i) a discount department store or other discount store, or (ii) a pharmacy, as such terms are defined below. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and/or to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 35,000 square feet of building space used for the purpose of selling a full line of hard goods and soft good (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-mart. "Pharmacy", as that term is used herein, shall mean any retail or wholesale store of any size (free-standing or included within another store) which sells or dispenses prescription drugs or pharmaceuticals (either over-the-counter or by script/prescription), whether or not such activities are primary to such store.

3. Compliance with all Laws. Each party hereto shall exercise all rights and obligations set forth herein in compliance with all applicable federal, state, and local laws, regulations, ordinances, rules, orders, permits, authorizations, approvals, and other requirements, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment, those governing the employment of its workers, and those relating to storm water discharges or control of erosion or sediment discharges from construction projects, including, but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities.

4. Duration. Unless otherwise canceled or terminated, all rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

5. Rights of Successors. The restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors, and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

6. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

8. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

The remainder of this page is left blank intentionally. Signature pages follow.

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

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By: [Signature]
Brian Hooper, Vice President of Real Estate

"Wal-Mart"

STATE OF ARKANSAS)

COUNTY OF BENTON)

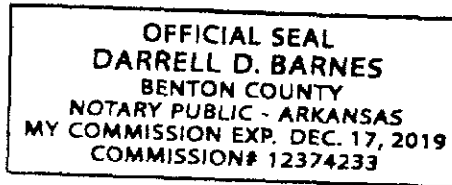
Before me, a Notary Public in and for the state and county aforesaid, personally appeared Brian Hooper, to me known (or proved to me on the basis of satisfactory evidence) to be the Vice President of Real Estate of WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of the statutory trust as such Vice President.

WITNESS my hand, at office, this 31st day of July, 2012.

[Signature]

NOTARY PUBLIC

My commission expires: 12/17/19



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

ROGERS GROUP, INC.,
an Indiana corporation

By: [Signature]
Name: DANIEL C. ROSE
Title: VICE PRESIDENT & GENERAL COUNSEL

"Developer"

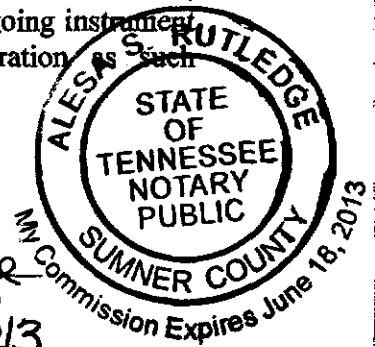
STATE OF Tennessee

COUNTY OF Davidson

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Daniel C. Rose to me known (or proved to me on the basis of satisfactory evidence) to be the VP + General Counsel of ROGERS GROUP, INC., an Indiana corporation, who acknowledged that he/she executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as VP + General Counsel.

WITNESS my hand, at office, this 31st day of July, 2012.

Alessa S. Rutledge
NOTARY PUBLIC
My commission expires: 6-18-2013



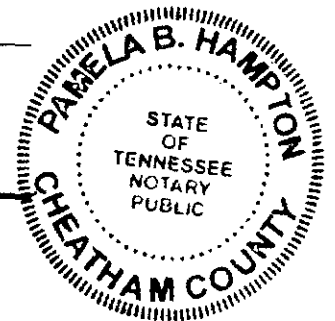
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The actual consideration or value, whichever is greater, for this transfer is \$-0-

[Signature]
AFFIANT

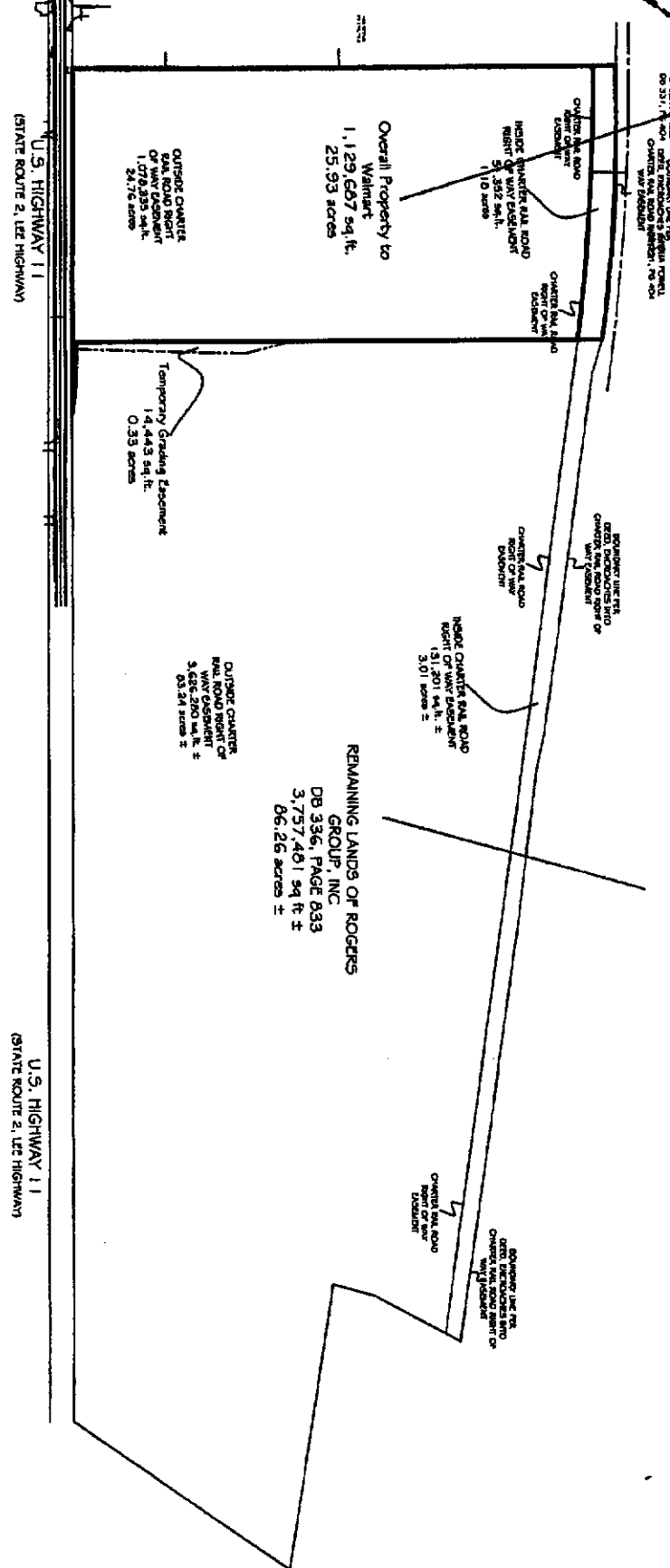
Sworn to and subscribed before me this 7th day of August, 2012

Pamela B. Hampton
Notary Public
My Commission Expires: April 29, 2015



WAL-MART TRACT

DEVELOPER TRACT



10115 Technology Drive, Suite 300
Knoxville, TN 37932
Phone: (615) 773-4140 Fax: (615) 773-4189

Wal-Mart SuperCenter #4166-00

US Highway 11
City of Sweetwater

1st Civil District, Macon County, Tennessee

Exhibit "A"

DATE: 4/18/12

CHECKED BY: [Signature] FILE: [Signature]

REVISIONS

NO.	DATE	COMMENTS

EX

EXHIBIT B

(Wal-Mart Tract legal description)

LEGAL DESCRIPTION

SITUATED, LYING, AND BEING in the 1st Civil District of Monroe County, Tennessee, within the corporate limits of the City of Sweetwater, Tennessee, being Part of Parcel 49 as shown on CLT Map 33, in the Monroe County Property Assessor's Office, And being more particularly bounded and described as follows to wit:

Beginning at an iron rod found on the southern right of way line of U.S. Highway 11, a common corner with NGK Metals, said iron rod being located S50°03'11"W 1,651.69 feet from the centerline intersection of U.S. Highway 11 and State Route 68; thence leaving the southern right of way of U.S. Highway 11 and with the line of NGK Metals, S37°46'47"E, a distance of 1,454.61 feet to an iron rod set on the 100' Charter Railroad right of way; thence continue along said line S37°46'47"E, a distance of 65.00 feet to a point; thence leaving the line of NGK Metals S51°46'13"W, a distance of 127.82 feet to a point; thence S52°45'13"W, a distance of 77.38 feet to a point; thence S53°32'13"W, a distance of 99.12 feet to a point; thence S54°36'13"W, a distance of 113.03 feet to a point; thence S56°13'13"W, a distance of 85.30 feet to a point; thence S58°51'13"W, a distance of 59.89 feet to a point; thence S56°07'13"W, a distance of 41.40 feet to a point; thence S59°18'13"W, a distance of 145.52 feet to a point, a common corner with the remaining lands of Rogers Group, Inc.; thence N37°46'47"W, a distance of 68.46 feet to an iron rod set on the 100' Charter Railroad right of way; thence continue along said line N37°46'47"W, a distance of 1,400.67 feet to an iron rod set; thence S52°12'57"W, a distance of 46.77 feet to an iron rod set; thence S54°27'42"W, a distance of 75.84 feet to an iron rod set; thence S57°52'14"W, a distance of 73.02 feet to an iron rod set on the southern right of way of U.S. Highway 11; thence leaving the remaining lands of Rogers Group, Inc. and with the southern right of way of U.S. Highway 11, N52°13'13"E, a distance of 942.73 feet to the POINT OF BEGINNING. Containing 1,129,687 square feet or 25.93 acres, according to the survey by Daniel P. Humphreys, R.L.S. Number 2060, of Site Inc., 10215 Technology Drive, Suite 304, Knoxville TN 37932, dated January 3, 2012, last revised April 12, 2012, said survey bearing file number "1798alta". All bearings are referenced thereon to Grid North of the Tennessee Coordinate System of 1983.

Being the same property conveyed to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, by Deed from Rogers Group, Inc., an Indiana corporation, dated _____, 2012, of record in Deed Book 355, page 526 in the Register's Office of Monroe County, Tennessee.

EXHIBIT C

(Developer Tract legal description)

LEGAL DESCRIPTION – Remaining Lands of Rogers Group

SITUATED, LYING, AND BEING in the 1st Civil District of Monroe County, Tennessee, within the corporate limits of the City of Sweetwater, Tennessee, being Part of Parcel 49 as shown on CLT Map 33, in the Monroe County Property Assessor's Office, And being more particularly bounded and described as follows to wit:

Beginning at an iron rod set on the eastern right of way line of US Highway 11, a common corner between the Remaining Lands of Rogers Group and the property to be conveyed to Walmart, said iron rod being located S50°50'26"W 2,594.00 feet from the centerline intersection of U.S. Highway 11 and State Route 68; thence leaving the eastern right of way line of US Highway 11 and with the common line between the Remaining Lands of Rogers Group and the property to be conveyed to Walmart the following five (5) calls: 1) N57°52'14"E, a distance of 73.02 feet to an iron rod set; 2) N54°27'42"E, a distance of 75.84 feet to an iron rod set; 3) N52°12'57"E, a distance of 46.77 feet to an iron rod set; 4) S37°46'47"E, a distance of 1,400.67 feet to an iron rod set on the western edge of the Charter Rail Road Right of Way Easement; 5) S37°46'47"E, a distance of 68.46 feet to a point; thence leaving the common line between the Remaining Lands of Rogers Group and the property to be conveyed to Walmart, S69°24'13"W, a distance of 99.80 feet to a point; thence S60°10'13"W, a distance of 253.57 feet to a point; thence S59°57'13"W, a distance of 258.45 feet to a point; thence S60°05'13"W, a distance of 255.66 feet to a point; thence S60°47'13"W, a distance of 234.13 feet to a point; thence S63°42'13"W, a distance of 101.06 feet to a point; thence S59°12'13"W, a distance of 388.65 feet to a point; thence S60°07'13"W, a distance of 220.37 feet to a point; thence S60°11'13"W, a distance of 192.60 feet to a point; thence S59°45'13"W, a distance of 188.28 feet to a point; thence S60°00'13"W, a distance of 220.36 feet to a point; thence S60°16'13"W, a distance of 191.24 feet to a point; thence S60°04'17"W, a distance of 191.68 feet to a point, a common corner with David Seaton, et al; thence with the line of David Seaton, et al, the following four (4) calls :1) N09°34'47"W, a distance of 47.58 feet to a point on the western edge of said Charter Rail Road Right of Way; 2) N09°34'47"W, a distance of 222.81 feet to a point; 3) N22°11'47"W, a distance of 121.88 feet to a point; 4) S61°03'13"W, a distance of 796.16 feet to a point on the line of MCH Corporation; thence leaving the line of David Seaton, et al and with the line of MCH Corporation, N03°01'47"W, a distance of 730.59 feet to an iron rod found on the eastern right of way line of US Highway 11; thence leaving the line of MCH Corporation and with the eastern right of way of US Highway 11, N52°13'13"E, a distance of 2,779.95 feet to the POINT OF BEGINNING. Containing 3,757,481 square feet or 86.26 acres. All bearings are referenced thereon to Grid North of the Tennessee Coordinate System of 1983.

Being part of the same property conveyed to Rogers Group, Inc., an Indiana corporation, by Deed dated July 31, 2009, of record in Deed Book 336, page 833, in the Register's Office of Monroe County, Tennessee.