

LAND USE COVENANT

Frito Lay, Inc. has entered into a Voluntary Remediation Agreement (hereinafter referred to as "the Agreement") with the Department of Environmental Protection for the State of West Virginia pursuant to the Voluntary Remediation and Redevelopment Act, W.Va. Code §§ 22-22-1 through 22-22-21 (hereinafter referred to as "the Act"), for certain property, located at 104 W 3rd Avenue, Huntington, Cabell County, West Virginia and more particularly described in a deed of record in the office of the Clerk of the County Commission of Cabell County, West Virginia. In the Agreement, the current owner of this property, Warren N. Hensley, hereinafter referred to as "Owner," has agreed to the imposition of the restrictions on this property, as required by the Agreement. The Agreement allows certain levels of contamination to remain on the property and requires a land use covenant be recorded in the office of the Clerk of the Cabell County Commission for the purposes of protecting public health and the environment and to prevent interference with the performance, operation and maintenance of any remedial actions required by the Agreement.

NOW THEREFORE, the following restrictions shall apply to this property:

1. The Owner shall prohibit all activities on the property, which may interfere with the remedial action required by the Agreement.
2. The Owner shall prohibit all activities that may result in human exposures above those specified by the Agreement or that would result in the release of a contaminant that was contained as part of the remedial action. These activities include, but are not limited to:
 - a) Extraction of groundwater at the site for any potable or non-potable use, other than monitoring.
 - b) Excavation or drilling into the groundwater table unless the excavation operations and activities are either performed by a qualified and knowledgeable contractor that is aware of potential exposure to the COCs and has a Health and Safety Plan to protect the public and workers; or a contractor working under the direct supervision of a Licensed Remediation Specialist (LRS), or a similarly qualified individual or organization familiar with the requirements of the Agreement.
3. The Owner shall restrict the uses of the property to:
 - a) Commercial and industrial use. The restriction prohibits the use of the property for any residential use, including schools, daycare centers, nursing homes, or any other use considered to be residential in nature.
4. The Owner shall provide written notice to the Secretary of the Department of Environmental Protection of the intent to transfer any interest in the property.
5. The Owner shall not convey any title, easement, or other interest in the property without adequate and complete provision for the continued implementation, operation and maintenance of any remedial action that has been implemented on the property pursuant to the Agreement and without assuring prevention of the releases and exposures described in the provisions of paragraph 2, above.
6. The Owner shall grant the West Virginia Department of Environmental Protection and its designated representatives the right to enter the property at reasonable times for the purpose of monitoring compliance with the Agreement, and the Certificate of Completion, including the right to take samples, inspect the operation to evaluate the effectiveness of remedial activities, and inspect records all as provided in the Agreement.
7. The Department of Environmental Protection may enforce the restrictions set forth in this Land Use Covenant by legal action in a court of appropriate jurisdiction.

8. In accordance with the provisions of the Act regarding land use covenants, W. Va. Code §22-22-15, and in addition to any rights or duties contained in the Certificate of Completion, this Land Use Covenant relieves the applicant, its successors and assigns, the Owner and any subsequent successors and assigns of the Owner, and any person identified in W. Va. Code §22-22-18 from all civil liability to the state as provided under the Act so long as the property complies with the applicable standards identified in the Agreement.

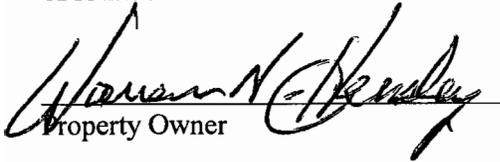
9. The restrictions and other requirements described in this Land Use Covenant shall run with the land and shall be binding upon any future owners, successors or assigns and their authorized agents, employees or persons acting under their direction or control. Subject to subsequent written modification or release signed by the Secretary and the owner at the time of such modification or release, and filed in the office of the Clerk of the County Commission of the county where these covenants have been recorded, this Land Use Covenant shall continue in perpetuity.

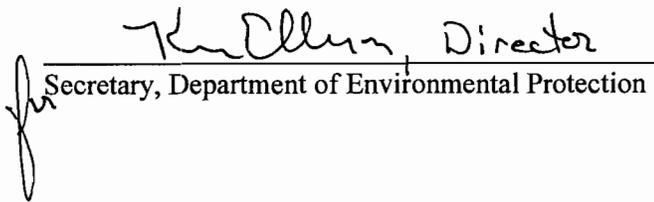
10. If any provision of this Land Use Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired and in full force and effect.

11. This Land Use Covenant shall not be amended, modified or terminated except by written instrument executed by and between the Owner at the time of the proposed amendment, modification or termination, and the Secretary of the West Virginia Department of Environmental Protection, or his successor in accordance with regulations promulgated by the Secretary or his successor. Within 5 days of executing an amendment, modification or termination of this Land Use Covenant, the Owner shall record such amendment, modification or termination with the Clerk of the Cabell Commission, and within 5 days thereafter, the Owner shall provide a true copy of the recorded amendment, modification or termination to the Secretary of the Department of Environmental Protection.

IN WITNESS WHEREOF, the said Owner of the above-described property and the Secretary of the Department of Environmental Protection have caused this Land Use Covenant to be executed this 15th day of December, 2006

SIGNED:


Property Owner


Secretary, Department of Environmental Protection

I, Patty A Bolling, a Notary Public in and for the State and County aforesaid, do hereby certify that Warren N Hensley whose name is signed to the writing above, bearing date the 15th day of December, 2006 has this day acknowledged same to be his true act and deed.

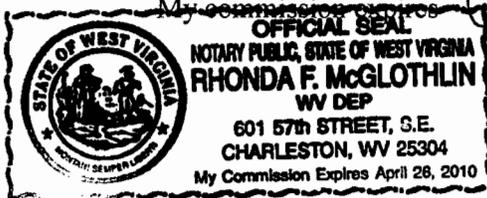
Given under my hand this the 15th day of December, 2006



Patty A Bolling
Notary Public

I, Rhonda F. McGlothlin, a Notary Public in and for the State and County aforesaid, do hereby certify that Ken Ellison, whose name is signed to the writing above, bearing date the 18th day of January, 2007, has this day acknowledged same to be his true act and deed.

Given under my hand this the 18th day of January, 2007

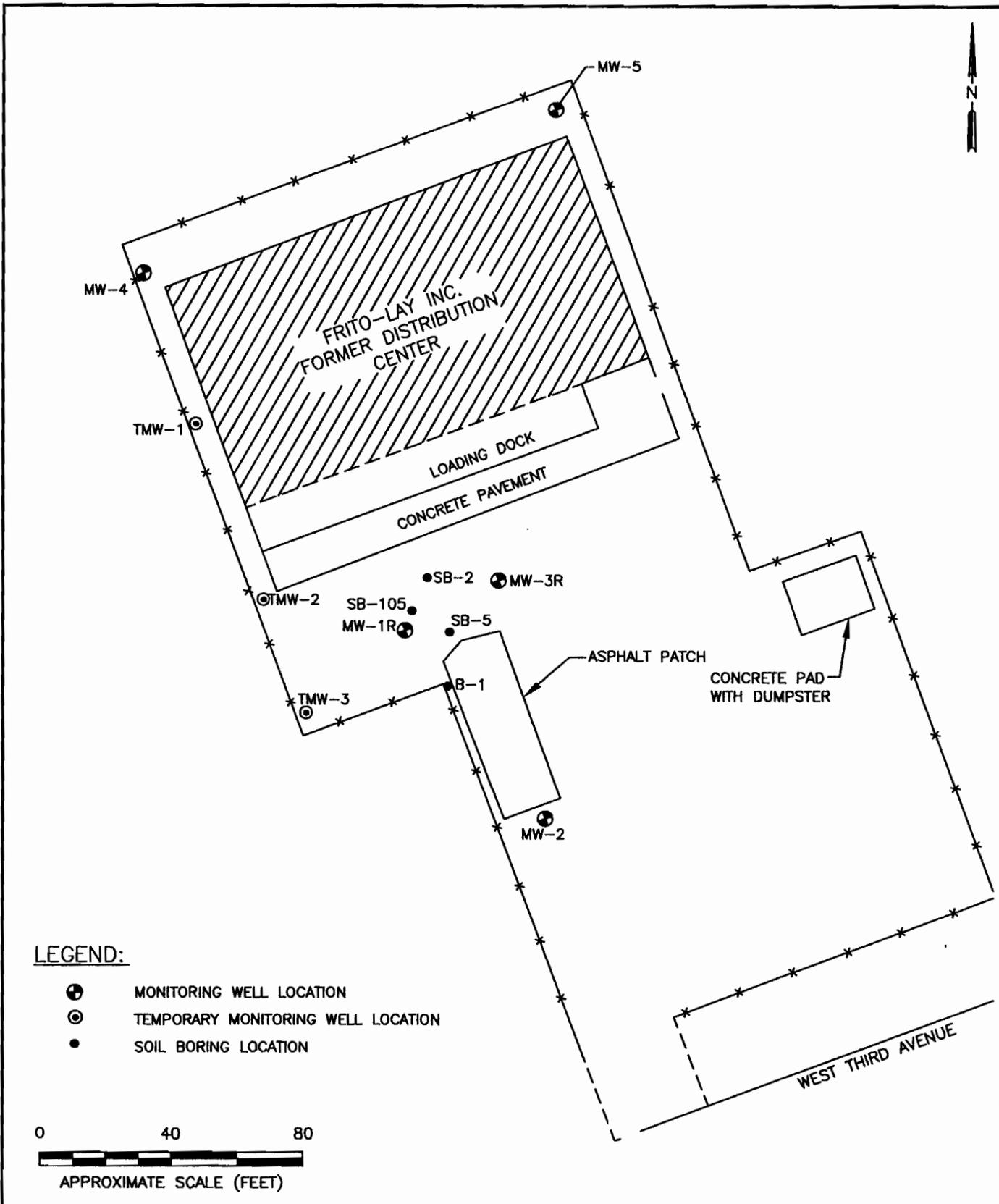


Rhonda F. McGlothlin
Notary Public

Instructions to the Clerk of the County Commission of Cabell County, West Virginia:

Please return the recorded document to:

Mr. Ken Ellison, Director
Division of Land Restoration
West Virginia Department of Environmental Protection
601 57th Street, SE
Charleston, WV 25304



 SECOR 20 Mansell Court East, Suite 275 Roswell, Georgia Phone: 770-569-9181	FOR: FRITO-LAY, INC. FORMER DISTRIBUTION CENTER 104 WEST THIRD AVENUE HUNTINGTON, WEST VIRGINIA WEST VIRGINIA DEP ID NO. 0600559		SITE MAP		FIGURE: <div style="font-size: 2em; text-align: center;">1</div>
	JOB NUMBER: 210T.05106.01	DRAWN BY: ARA	CHECKED BY: LAB	APPROVED BY: DLR	DATE: 2/7/06



west virginia department of environmental protection

Division of Land Restoration
601 57th Street SE
Charleston, WV 25304

Joe Manchin III, Governor
Stephanie R. Timmermeyer, Cabinet Secretary
www.wvdep.org

January 19, 2007

Debbie Raede
SECOR International Incorporated
20 Mansell Court East, Suite 275
Roswell, Georgia 30076

RE: Land Use Covenant
Former Frito-Lay Inc. Facility
104 West Third Avenue
Huntington, West Virginia
VRP Project # 07468

Dear Ms. Raede:

Enclosed please find the signed and notarized Land Use Covenant for the subject parcel. Please make arrangements to have the land use covenant properly recorded with the Cabell County Clerk, and request the Clerk to return a copy of the recorded instrument to my attention:

Mr. Ken Ellison, Director
WVDEP, Division of Land Restoration
601 57th Street
Charleston, WV 25304

Thank you for your attention to this matter, and please feel free to contact Assistant Director Don Martin (304-924-6211) or me if you have any questions.

Sincerely,

Ken Ellison
Director

cc: Ruth Porter, WVDEP/OER Project Manager ✓
Don Martin, Assistant Director WVDEP/OER (electronic copy)
Charleston File: #07468
Stephen Capps, Environmental Manager, Frito-Lay Inc., 7701 Legacy Drive, Plano, TX 75024-4099