

This instrument prepared by and
when recorded return to:

Brad Rogers, Esquire
Wal-Mart Stores East, LP
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-0550

Calera, AL
Wal-Mart Store # 3271
Murphy Store # 6694

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND**

This EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND ("Agreement") is made effective Jan 29, 2009, between **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Wal-Mart"); and **MURPHY OIL USA, INC.**, a Delaware corporation, with an address of 200 Peach Street, El Dorado, Arkansas 71730 ("Murphy").

WITNESSETH

WHEREAS, Wal-Mart is the owner of that certain tract or parcel of land situated in the City of Calera, County of Shelby, State of Alabama, identified as Tract 1 on the site plan attached hereto as Exhibit "A" ("Tract 1"); and

WHEREAS, Murphy is the owner of that certain tract or parcel of land situated in the City of Calera, County of Shelby, State of Alabama, identified as Tract 2 on the site plan attached hereto as Exhibit "A" ("Tract 2") and more fully described on Exhibit "B", which Tract 2 is contiguous to Tract 1; and

WHEREAS, Wal-Mart and Murphy desire to and agree that Tract 1 and Tract 2 shall be subject to the easements and 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 Murphy do hereby agree as follows:

1. Definitions. Unless otherwise stated herein, capitalized terms used in this Agreement shall have the following meanings:

(a) "Building Area" shall be the portions of Tract 2 on which buildings or other improvements are, or are permitted to be, located, as indicated on Exhibit "A".

(b) "Common Areas" shall mean collectively the Tract 1 Common Area and Tract 2 Common Area.

(c) "Shared Accessway" shall mean any main driveways or accessway(s) or other similar area of passage, a portion of which are located on Tract 2 more particularly shown and designated on Exhibit "A" attached hereto, if any.

(d) "Tract 1 Common Area" shall mean the vehicular parking area, drive lanes and driveways on Tract 1 as such parking lot, drive lanes and driveways may be modified, reconfigured, altered, closed, constructed, reconstructed and removed at any time and from time to time in Wal-Mart's sole discretion. Wal-Mart shall have the right, in Wal-Mart's sole discretion, to restrict or limit the size of the Tract 1 Common Area, provided such restriction shall not materially and adversely affect Murphy's rights under Section 2(b) herein.

(e) "Tract 2 Common Area" shall be all of the Tract 2 except the Building Area.

(f) "Tracts" as used herein shall mean Tract 1 and Tract 2. Reference to a Tract refers to Tract 1 or Tract 2.

2. Easements.

(a) Grant of Tract 2 Common Area Access and Parking Easement. Murphy, as grantor, hereby grants to Wal-Mart, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of Wal-Mart for the benefit of Tract 1, a nonexclusive easement over, through and around the Tract 2 Common Area for vehicular and pedestrian ingress and egress and parking and to perform any maintenance, repairs and/or replacements as hereinafter provided.

(b) Grant of Tract 1 Common Area Access and Parking Easement. Wal-Mart, as grantor, hereby grants to Murphy, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of Murphy for the benefit of Tract 2, a nonexclusive easement over, through and around the Tract 1 Common Area for vehicular and pedestrian ingress and egress and parking, provided in the event a Station (as defined herein) is not operated from Tract 2, any future or other use of Tract 2 shall be required to self-park and the parking easement granted by Wal-Mart for the benefit of Tract 2 under this Section 2(b) is revoked and terminated and of no further force and effect. Notwithstanding the above, Murphy shall not allow or permit any fuel delivery trucks to use any portion of the easement granted by Wal-Mart except such portion designated as the Tract 2 Truck Access Easement ("Truck Access Easement") shown on Exhibit "A" attached hereto.

(c) Limitations on Use of Access and Parking Easements. Murphy shall not permit any agents, customers, invitees, licensees, tenants and employees of such party to park in the Common Areas of Tract 1 except and exclusively during the time as

such agents, customers, invitees, licensees, tenants and employees are working in, utilizing or patronizing the business establishments located on the Tracts. Murphy shall not permit or allow any agents, customers, invitees, licensees, tenants and employees of Murphy to conduct any activity within the Tract 1 Common Area other than parking, and ingress and egress to Tract 2, exclusively during the time such agents, customers, invitees, licensees, tenants and employees are working in, utilizing or patronizing the business establishments located on Tract 2.

(d) Utility Easements. Each party hereby establishes and grants to the other party a nonexclusive easement for the benefit of the owner of each Tract, on, across and under the Common Areas, to install, use, maintain and repair public utility services, water and sprinkler lines, and distribution systems (including storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Tract), now upon or hereafter installed on, across or under the Common Areas, to the extent necessary to service such Tract. The location of any utilities hereafter installed shall be determined by the owner of the Tract upon which such utilities are to be installed. Any such installed utility services may be relocated by the owner of a Tract on such owner's Tract, subject to compliance with applicable laws, at the expense of the owner of that Tract, provided that such relocation shall not interfere with, increase the cost of, or diminish utility services. Any party which accesses another party's Tract to construct, repair or replace any utility service shall be solely responsible at such party's expense, to restore such Tract to substantially the same condition as existed immediately preceding such construction, repair or replacement, including but not limited to the replacement of all concrete and asphalt paving, striping, landscaping, signage, sidewalks, structures and improvements.

(e) Wal-Mart Signage and Lights. Murphy hereby grants Wal-Mart easements, in such areas of Tract 2 shown on Exhibit "A-2", if applicable, and otherwise as reasonably agreed by Wal-Mart and Murphy, for the construction, installation and operation of pylon signs, monument signs, and parking lot lights, including, without limitation, such utility easements necessary for the operation thereof. Further, in the event that any third party has granted any signage rights, including, without limitation, easements relating to sign advertisement and construction, and illumination of pylon, monument or any other type of signage, for the benefit of Tract 1 and Tract 2, that do not specifically mention Murphy, then Murphy hereby relinquishes, releases, quitclaims and waives any and all right in and to such signage rights.

(f) Drainage. Each party hereby establishes and grants a nonexclusive easement on its Tract for the benefit of the owner of the other Tract to use, maintain and repair any storm water drainage system (the "Storm Drainage System") now or hereafter located on either Tract, together with the right to discharge surface water runoff across portions of either Tract in accordance with the design of the Storm Drainage System.

3. Indemnification. Each Party hereby indemnifies and saves the other harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or arising from the use of their respective Tracts, except if caused by the intentional act or negligence of the other.

4. Insurance.

(a) Murphy shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about Tract 2. Such insurance shall afford protection to the limit of not less than \$5,000,000.00 for injury or death of a single person, and to the limit of not less than \$5,000,000.00 for any one occurrence, and to the limit of not less than \$5,000,000.00 for property damage. Murphy shall provide Wal-Mart with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to Wal-Mart. Wal-Mart has the right to reasonably require an increase in such insurance amounts as deemed necessary by Wal-Mart.

(b) At all times during the term of this Agreement, and except as otherwise provided in Section 4(e), Murphy shall keep improvements on Tract 2 insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which Murphy's respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(c) Policies of insurance provided for in Section 4(a) hereof shall name Wal-Mart as additional insured.

(d) Murphy, for itself and Murphy's property insurer hereby releases Wal-Mart and the owner of Tract 1 from and against any and all claims, demands, liabilities or obligations whatsoever for damage to property or loss of rents or profits resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of Wal-Mart or by any agents, customers, invitees, licensees, tenants and employees of Wal-Mart. This release being to the extent that such damage or loss is covered by property insurance which Murphy is carrying or self-insuring, if applicable.

(e) Murphy may self-insure any of the above required coverages if it maintains a net worth of \$200,000,000.00. No later than May 1st of each year, Murphy must deliver to Wal-Mart written notice each year of its election to self insure, along with copies of Murphy's audited annual financial statements demonstrating compliance therewith. In the event Murphy shall cease to meet the net worth requirements during any intervening period, Murphy shall promptly notify Wal-Mart and immediately deliver to Wal-Mart proof of the insurance set forth in this Section 4.

5. Compliance. Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy in exercising its rights under this Agreement shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. In addition to the other representations contained herein, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall comply fully with any

federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the 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 (collectively the "Storm Water Requirements") (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement, Murphy recognizing and affirming Wal-Mart would not enter into this Agreement without this warranty, representation and covenant from Murphy. Furthermore, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"). Murphy warrants, represents and covenants it shall require any and all contractors and/or subcontractors performing any work for Murphy to comply with the covenants set forth in this Section. Murphy recognizes and affirms Wal-Mart would not enter into this Agreement if Murphy did not agree to such conditions, representations, warranties and covenants above.

In addition to the other representations contained herein, Murphy hereby warrants, represents and covenants to Wal-Mart that Murphy shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to underground storage tanks, including but not limited to, the Solid Waste Disposal Act, 42 U.S.C. § 6991, et seq., in exercising any rights or privileges under this Agreement, Murphy recognizing and affirming that Wal-Mart would not enter into this Agreement without this warranty and representation from Murphy. Murphy shall provide Wal-Mart with prompt notice of, and copies of all documentation relating to any spill or release of fuel required to be reported to any local, state, or federal authority or which has the potential to impact Tract 1. Such notification shall not be construed as requiring Wal-Mart to take any action or as having any responsibility for such spill, release or notice of violation.

6. Maintenance. Tract 2 shall be kept neat, orderly, planted in grass and trimmed until improvements are constructed thereupon. Following completion of construction of improvements on Tract 2, Murphy shall maintain such improvements and Common Areas in good condition and repair. The maintenance is to include, without limitation, the following as reasonably necessary:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities;

(e) Maintaining and repainting when necessary or as required under Section 9(b) hereof all perimeter and exterior building walls, including but not limited to all retaining walls in a good condition and state of repair;

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

(g) Maintaining elements of the Storm Drainage System; and

(h) Wal-Mart shall maintain the Truck Access Easement, including the installation of high density or heavy duty concrete. Murphy shall be responsible for twenty-five percent (25%) of the cost thereof and Wal-Mart shall be responsible for seventy-five percent (75%) of the cost thereof. Murphy shall pay Wal-Mart such amounts within thirty (30) days after receipt of an invoice therefor.

(i) Murphy shall maintain the Shared Accessway at its sole cost and expense. In the event that Wal-Mart performs maintenance of the Shared Accessway as part of any other maintenance or improvements on Tract 1, Wal-Mart shall provide an invoice to Murphy for its pro rata share of said costs, with supporting documentation, which shall be due and payable within thirty (30) days.

(j) Notwithstanding the above, for any maintenance costs payable by Murphy, Wal-Mart agrees that if it has any right to contribution or reimbursement from any third parties ("TP Reimbursements") for any such maintenance performed, it will not seek recovery from Murphy for such costs, and will proportionately reduce the amount due by Murphy. Wal-Mart agrees to provide Murphy with copies of all documentation regarding TP Reimbursements or a certification that there are no TP Reimbursements on or before sending any invoices to Murphy.

7. Use.

(a) Murphy covenants that Tract 2 shall only be used (i) for the purpose of operating a motor vehicle fueling facility ("Station") or (ii) for the purpose, as a single tenant retail user only, of the uses typically found in regional shopping centers, as of the date hereof (no building with multiple tenants shall be permitted on Tract 2), which may include a convenience store kiosk not to exceed 1,200 square feet (measured from the outside wall), for the sale of (i) limited sundry items, including but not limited to items similar to the following: cigarettes, tobacco, smokeless tobacco, tobacco accessories (such as lighters), beer, soft drinks, water, milk, candy, mints/gum, salty snacks, sweet snacks, meat snacks, ice cream, bread, health and beauty aids (only in the area described in (ii) below), novelty items, newspapers and publications, ice, packaged sandwiches, motor oil, washer fluid, winter car items (such as scrapers), gloves, fountain drinks, coffee, cappuccino/specialty coffee, phone cards, prepaid telecommunications, prepaid debit, batteries, film, lottery, lotto, car wash, money orders, water softener salt, snow melter (collectively, "Sundry Items"), and (ii) four feet (4') sectional area no more

than six feet (6') in height for the sale of health and beauty items. Wal-Mart and Murphy agree that the Station may sell the Sundry Items so long as such items are sold in a neat and orderly manner, exclusively in the kiosk or under the canopy (and also a six feet (6') by six feet (6') additional merchandise sales area contiguous to the perimeter of the physical canopy, located directly in front of the kiosk) of the Station, constructed or to be constructed on Tract 2, and further subject to the following:

(i) Murphy agrees not to sell, lease or rent pornographic materials or drug related paraphernalia at or from the Station.

(ii) Murphy agrees that Tract 2 shall not be used for or in support of the following: (a) a discount store, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (b) movie theater or bowling alley; (c) health spa/fitness center; (d) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than R, by the film rating board of the Classification and Rating Administration), pawn shop, bar, night club, gaming activities (including, but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business which revenues derived from the sale of alcoholic beverages for on or off premises consumption exceeds twenty-five percent (25%) of such business' total revenue; (e) any business whose source of revenue from the cashing of checks is not immaterial to the total non-fuel item revenue; or (f) any business making short-term or "payday advance" type loans or tax preparation.

(iii) Murphy agrees not to sell tires or automotive batteries at the Station.

(iv) Murphy may install an automated teller machine ("ATM") banking facilities at the Station, if approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, as hereinafter defined, provided that the installation of such ATM does not conflict with other agreements, including any agreements to which Wal-Mart is a party that prohibit or restrict the location of an ATM on Tract 2.

(v) With the exception of storage solutions that Wal-Mart has previously agreed to in writing, unless approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, Murphy shall not permit outside storage of any products or goods on Tract 2.

(vi) With the exception of car washes that Wal-Mart has previously agreed to in writing, unless approved by Wal-Mart, in its reasonable discretion, in connection with its review of the Development Plan, Murphy shall not install or construct any car wash or other use not specifically set forth herein.

(vii) Other than an ATM as permitted pursuant to the terms of Section 7(iv) above and fuel dispensing apparatuses, no vending or similar machines (except a maximum of two (2) ice bins located adjacent to each other (no more than six and one quarter (6.25) feet in width per ice bin), air vacuums, water kiosks, coffee kiosks,

propane tank racks and pay phones, the locations of which have been shown on the Development Plan and approved by Wal-Mart as provided herein) shall be permitted to be operated or installed on Tract 2 without the prior written consent of Wal-Mart, in Wal-Mart's reasonable discretion.

(viii) In the event a Station or other single tenant retail location is currently or hereafter constructed on Tract 2, Murphy shall continuously operate such location on a daily basis, not less than six (6) continuous hours per day. In the event a Station is closed or not operated for a period of thirty (30) consecutive days, excluding closures for remodeling, or as required by casualty or force majeure, and excluding such time as Murphy is reasonably diligent in marketing Tract 2 for sale, Murphy shall cause all improvements located on Tract 2 to be removed.

(b) Notwithstanding any terms, conditions or interpretations to the contrary herein or hereof, in no event shall Wal-Mart be deemed or required to continuously operate any business establishment on or from Tract 1, and none of the rights, representations, covenants and conditions in this Section 7 shall restrict the present or future use, operation or development of Tract 1.

8. Signage. Advertising signs or video screens located on Tract 2 may be erected or displayed under the canopy as long as there is no advertising content involving a competitor of Wal-Mart. Signs located on Tract 2 shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings). Notwithstanding the prior sentence, no banners or signs shall be placed on Tract 2, except Murphy shall be permitted to place (i) two (2) banners on the canopy, (ii) three (3) windmaster signs, and (iii) such other signs under the canopy which are attached to pumps, kiosks, poles and spanners. Notwithstanding the foregoing, Murphy agrees to replace any and all signs that contain content Wal-Mart reasonably deems unacceptable within thirty (30) days after Wal-Mart sends notice thereof.

9. Construction of Improvements on Tract 2.

(a) Approval of Development Plan. Notwithstanding anything contained herein to the contrary, Wal-Mart reserves the right to review and approve, in Wal-Mart's sole discretion, prior to commencement of any construction or alteration by Murphy of any buildings, Tract 2 Common Area, landscaping or other improvements on Tract 2, including but not limited to the review and approval of: (i) site plans, including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of trash collection, location of ATM's, pay phones, water kiosks, coffee kiosks, propane tank racks and air vacuums, if any, stop signs and bars at all curb cuts, and the location of existing Wal-Mart signage (if any) on Tract 2; (ii) architectural design, color scheme, landscaping plans, height of structures and façade materials, (iii) utility plans including all utility connections (including electric and telephone); (iv) grading plans including stormwater management and detailed elevations; (v) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and

other erosion controls required on Tract 2; (vi) exterior elevations of the front, back, and both sides of the building(s), including height; (vii) exterior signage plans indicating the dimensions of exterior pylon or monument signage and the design of the sign panel(s) to be placed onto the sign structure (collectively the "Development Plan"). Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Murphy shall deliver full-sized plans of the said Development Plan to Wal-Mart for Wal-Mart's approval prior to submitting same to any governmental or quasi-governmental entity for approval. Wal-Mart shall have thirty (30) days after receipt of the Development Plan from Murphy to approve or disapprove the Development Plan in writing. In the event Wal-Mart does not respond in writing prior to the expiration of this thirty (30)-day period, Murphy shall provide written notice ("Respond Notice") by overnight mail of such failure to respond and contact Wal-Mart via telephone regarding the Respond Notice. The Respond Notice shall refer to this Agreement by date, property location and recording information, refer to this Section 9(a), and state **"WAL-MART HAS FAILED TO RESPOND TO THE PROPOSED DEVELOPMENT PLAN REGARDING THE SUBJECT PROPERTY. PLEASE BE ADVISED THAT FAILURE OF WAL-MART TO RESPOND TO THE DEVELOPMENT PLAN WITHIN THIRTY (30) DAYS FROM WAL-MART'S RECEIPT OF THIS NOTICE SHALL BE DEEMED APPROVAL OF SUCH DEVELOPMENT PLAN AS PROVIDED IN SECTION 9(a) OF THE SUBJECT EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND."** In the event Wal-Mart fails to respond to the Respond Notice within thirty (30) days following receipt of such Respond Notice by Wal-Mart, said Development Plan shall be deemed approved. If the Development Plan is disapproved, Wal-Mart shall give the reasons for such disapproval, and Murphy shall resubmit to Wal-Mart a revised Development Plan incorporating Wal-Mart's suggested revisions within thirty (30) days from the date of Murphy's receipt of Wal-Mart's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved by Wal-Mart. Under this provision, Murphy shall not submit more than ten (10) plans in any thirty (30) day period.

(b) Conformity with Tract 1 Color Scheme. In the event Wal-Mart alters or amends the color scheme of the improvements on Tract 1, in Wal-Mart's sole discretion, Murphy, at its sole cost and expense, shall cause the improvements on Tract 2 to conform to such revised color scheme, in a manner reasonably determined by Wal-Mart, within sixty (60) days following Wal-Mart's written request therefor.

(c) Remodel. Murphy agrees to remodel their facilities at the same time Wal-Mart remodels their store, but in no event more than once every three (3) years, unless it is agreed by both Murphy and Wal-Mart that a remodel is not necessary at the time and/or Murphy's facility is less than three (3) years old. Remodel is defined, but is not confined, to the following, as needed:

- (i) Repainting of all exterior and interior walls and canopies.
- (ii) Remodeling restrooms to ensure compliance with Federal Americans with Disabilities Act guidelines.

(iii) Replacement of all exterior doors and/or repairs to existing doors and frames.

(iv) Replace floor tile.

(v) Replace ceiling tile.

(vi) Replace and/or repair canopy and interior lighting.

(vii) Restriping of parking lot.

(viii) Replacement of Disabled Parking signs.

(ix) Renewal or rejuvenation of landscape area.

(d) Commencement and Completion of Improvements. Upon commencement of improvements pursuant to an approved Development Plan as provided above, Murphy shall diligently pursue the completion of such improvements in accordance therewith and in accordance with all applicable laws, rules, regulations and ordinances. Notwithstanding anything contained herein to the contrary, Murphy shall not construct any improvements from October 31 through January 31 which would interfere with the use of Tract 1 by Wal-Mart and its customers.

(e) Storm Water Drainage Permit. Prior to any construction activities on Tract 2, Murphy shall file a Notice of Intent, where applicable, for coverage under local, state, or federal General Permit for Storm Water Discharges Associated with Construction Activity or similar program.

10. Right of First Refusal. In the event that at any time Murphy shall elect to convey, sell or transfer Tract 2, or portion thereof (herein an "Offered Tract"), Wal-Mart shall have a right of first refusal to purchase such Offered Tract in accordance with the procedures hereinafter set forth. Prior to Murphy entering into a purchase agreement ("Proposed Purchase Agreement") for any Offered Tract, Murphy shall submit a complete copy of the Proposed Purchase Agreement to Wal-Mart. Wal-Mart shall have twenty (20) business days ("Option Period") from the date of Wal-Mart's receipt of the Proposed Purchase Agreement in which to notify Murphy of Wal-Mart's election, in Wal-Mart's sole discretion, to (i) purchase the Offered Tract, substantially in accordance with the terms and conditions of the Proposed Purchase Agreement, or (ii) not purchase the Offered Tract. In the event Wal-Mart elects (ii) above, or fails to notify Murphy of Wal-Mart's election under (i) or (ii) above prior to the expiration of the Option Period, Murphy shall have the right to sell the Offered Tract upon the terms and conditions set forth in the Proposed Purchase Agreement to the purchaser designated therein, provided in the event Murphy fails to consummate said sale within one hundred eighty (180) days after Wal-Mart's election under (ii) above, or deemed election not to purchase the Offered Tract, then Wal-Mart's right of first refusal shall continue to apply in full force and effect with respect to any current proposed or pending sale, and any future contemplated sales of the Offered Tract. Upon Murphy's sale to the prospective purchaser within said one hundred eighty (180) day period, Wal-Mart's right of first refusal shall terminate as to such Offered Tract. Notwithstanding the foregoing, in the event such "sale" is actually a lease of Tract

2 for a term greater than ten (10) years as set forth below, Seller's right of first refusal shall not terminate, but shall continue on the terms set forth herein regarding any future sale or lease of Tract 2, or portion thereof. In the event Wal-Mart shall elect to purchase the Offered Tract under (i) above, then Wal-Mart shall consummate the purchase of the Offered Tract substantially in accordance with the terms of the Proposed Purchase Agreement, and Murphy shall convey the Offered Tract to Wal-Mart or Wal-Mart's designee, in the manner set forth in the Proposed Purchase Agreement, provided (a) in no event shall Wal-Mart be required to close less than ninety (90) days, and (b) Wal-Mart shall have a due diligence period of no less than sixty (60) days, following execution of an agreement of purchase and sale regarding an Offered Tract. Notwithstanding any terms or conditions to the contrary herein, any proposed lease of Tract 2 for a term, including option terms, equal to or greater than an aggregate total of ten (10) years shall be deemed a sale or transfer of Tract 2 and subject to the right of first refusal of Wal-Mart herein, provided the purchase price shall be the fair market value of the Offered Tract, as reasonably determined by Wal-Mart and Murphy, and the terms and conditions of the Proposed Purchase Agreement shall be such as reasonably agreed upon by the parties consistent with the terms and conditions in the previous sentence. Any attempted conveyance, sale, transfer or lease of Tract 2 in violation of this Section 10 shall be void. Wal-Mart shall not have any rights of first refusal in the event of: (i) a change in control of Murphy or any parent subsidiary or affiliate (collectively "Affiliate"); or (ii) a transfer of Tract 2 to an Affiliate; or (iii) the transfer of Tract 2 in connection with the sale of all or substantially all of the gas station parcels owned by Murphy or any Affiliate. Notwithstanding the foregoing, if Murphy or any Affiliate are selling all or substantially all of the gas station parcels it owns and such transfer will result in a competitor of Wal-Mart (in Wal-Mart's reasonable discretion) directly or indirectly having control over Tract 2; or if such transfer occurred in order to circumvent Wal-Mart's rights herein, then Wal-Mart shall have a right of refusal in such event on the terms set forth herein. Any attempted conveyance, sale, transfer or lease of Tract 2 in violation of this Section 10 shall be void.

11. Default.

(a) In the event any party fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default and any other party may thereafter institute legal action against the defaulting party for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting party shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30)-day period and such party is diligently proceeding to rectify the particulars of such failure and rectifies same within a period not to exceed sixty (60) days; provided further, however, that in the event of an emergency, such failure shall be deemed a default if such failure is not rectified in a period reasonable for the nature and circumstances of such emergency (by way of example, but not as a limitation, the failure to promptly remove snow or otherwise maintain the Common Area such that a party can utilize the easements granted in Section 2 above shall constitute an emergency).

(b) If Murphy fails to perform any provision of this Agreement, then, upon the expiration of the cure period provided above, and upon written notice (except that no additional notice shall be required in an emergency), Wal-Mart shall have the right, but not the obligation, to enter upon Tract 2 to cure such default for the account of and at the expense of Murphy. If Wal-Mart exercises its self-help right, then, within ten (10) days after receipt of an invoice from Wal-Mart, Murphy shall reimburse to Wal-Mart all costs reasonably incurred by Wal-Mart in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs. Furthermore, Wal-Mart shall have the right, if such invoice is not paid within said ten (10)-day period, to record a lien on Tract 2 for the amount of the unpaid costs incurred by Wal-Mart and the administrative fee, together with accrued interest at a rate of eighteen percent (18%). In addition to Wal-Mart's self-help rights above, (i) if Murphy fails to perform upon the expiration of the cure period or (ii) if Murphy fails to perform upon the expiration of the cure period and Wal-Mart has to send the same or similar notice to Murphy for the same failure with regard to Tract 2 or any other tracts that Murphy owns adjacent to property owned by Wal-Mart similar to this Tract 2, Murphy shall pay to Wal-Mart an amount equal to Two Hundred Fifty (\$250.00) per day for each violation until the failure is corrected to Wal-Mart's satisfaction and subject to a maximum overall limitation of Fifteen Thousand (\$15,000.00) per day for all violations.

(c) In addition to the remedies set forth in this Agreement, each party entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any Person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative, provided in no event shall Murphy be entitled to the right or remedy of self-help.

12. Eminent Domain.

(a) Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's Tract giving the public or any government any rights in said Tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas in the Tracts, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

(b) Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

(c) Tenant's Claim. Nothing in this Section 12 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

(d) Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of

the Common Areas within its respective Tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

(e) Shared Accessway. In the event the Shared Accessway is the subject of any exercise of eminent domain or transfer in lieu thereof, Wal-Mart shall have the right to challenge such exercise of eminent domain or transfer in lieu thereof, at Wal-Mart's cost and expense. Murphy will use best efforts to provide Wal-Mart notice within ten (10) days upon the receipt of any such actions.

13. Rights And Obligations Of Lenders. Any holder of a first lien on any Tract, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

14. Release from Liability. Any person acquiring fee or leasehold title to any Tract shall be bound by this Agreement only as to the Tract (or portion thereof) acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Tract (or portion thereof), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land. Notwithstanding any terms or conditions to the contrary, a successor-in-interest to Wal-Mart as to a portion, but not as to the whole, of Tract 1 shall be entitled to enforce only Sections 2(a), 2(c), 2(d) and 2(f) against Murphy, and no other sections herein.

15. Rights of Successors. The easements, 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. Notwithstanding any terms or conditions to the contrary, a successor-in-interest to Wal-Mart as to a portion, but not as to the whole, of Tract 1, shall be entitled to enforce only Sections 2(a), 2(c), 2(d) and 2(f) against Murphy, and no other sections herein.

16. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Murphy and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of the owner of Tract 1 and Tract 2.

17. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Tract 1, this Agreement shall not be subject to the doctrine of merger.

18. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

19. 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.

20. 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. The parties hereby consent and agree that the easements granted herein are the sole and exclusive easements between Tract 1 and Tract 2 and no easements shall be deemed to exist or have been granted by prior conduct, action, or relationship of the parties hereto or prior use of a Tract.

21. Transfer of Interests; Notices.

(a) Transfer of Interests. In the event that any person or entity (the "Acquiring Party") shall acquire a fee or mortgage interest in any tract subject to this Agreement, or any portion thereof, the Acquiring Party shall execute and file in the land records of Shelby County, Alabama, a statement setting forth the name of the Acquiring Party, the address of the Acquiring Party to which all notices for the purposes of this Agreement may be sent, the nature of the interest held by the Acquiring Party, and the date that such interest was acquired (the "Notice Statement"). Contemporaneously with such filing, the Acquiring Party shall also send by certified mail, return receipt requested, a copy of such Notice Statement to all other persons or entities then holding fee or mortgage interests in any tract subject to this Agreement, or any portion thereof, as reflected by the Notice Statements then of record in the land records of Shelby County, Alabama (the "Existing Interest Holders"). Until such time as an Acquiring Party files and mails such Notice Statement in accordance with the terms of this Section, it shall not be entitled to receive any notice required or permitted to be given under this Agreement, and the Existing Interest Holders shall have no obligation to give any such notice to the Acquiring Party. Any change of address shall require the filing and mailing of a new Notice Statement. It is understood and agreed that the provisions of this Section regarding the recordation of the Notice Statement are satisfied with respect to Developer and Wal-Mart.

(b) Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Wal-Mart:

Wal-Mart Stores, Inc. (Store No. 3271)
2001 S.E. 10th Street
Bentonville, AR 72716
Attention: Director of Realty Management

With a copy to:

Wal-Mart Stores, Inc. (Store No. 3271)
2001 S.E. 10th Street
Bentonville, AR 72716
Attention: Director of Fueling Station Development

With a copy to:
Pamela S. Belleman, Esquire
Troutman Sanders LLP
1001 Haxall Point
Richmond, Virginia 23219

Murphy:
Murphy Oil USA, Inc.
200 Peach Street
El Dorado, AR 71730
Attention: Charles Ganus, President
Murphy USA Marketing Company

With a copy to:

Murphy Oil USA, Inc.
200 Peach Street
El Dorado, AR 71730
Attention: Hank Heithaus, Senior Vice President
Murphy USA Marketing Company

With a copy to:

James M. Saxton, Esquire
Friday, Eldredge & Clark, LLP
400 West Capitol, Suite 2000
Little Rock, AR 72201

John A. Gupton, III, Esquire
Baker, Donelson
211 Commerce, Suite 1000
Nashville, TN 37201

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in a Tract said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which Tract is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Tract located. Until such time as the

notice of change is effective pursuant to the terms of this Section 21 and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

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

23. Conflict. Tract 1 and Tract 2 may be subject to existing recorded Easements with Covenants and Restrictions Affecting Land ("Existing ECRs"), and such Existing ECRs shall remain in full force and affect.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

WAL-MART:

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

By: Roy Covert Director of Fueling
Station Development

Approved as to legal terms only by:

Wal-Mart Legal Department

Date: _____

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

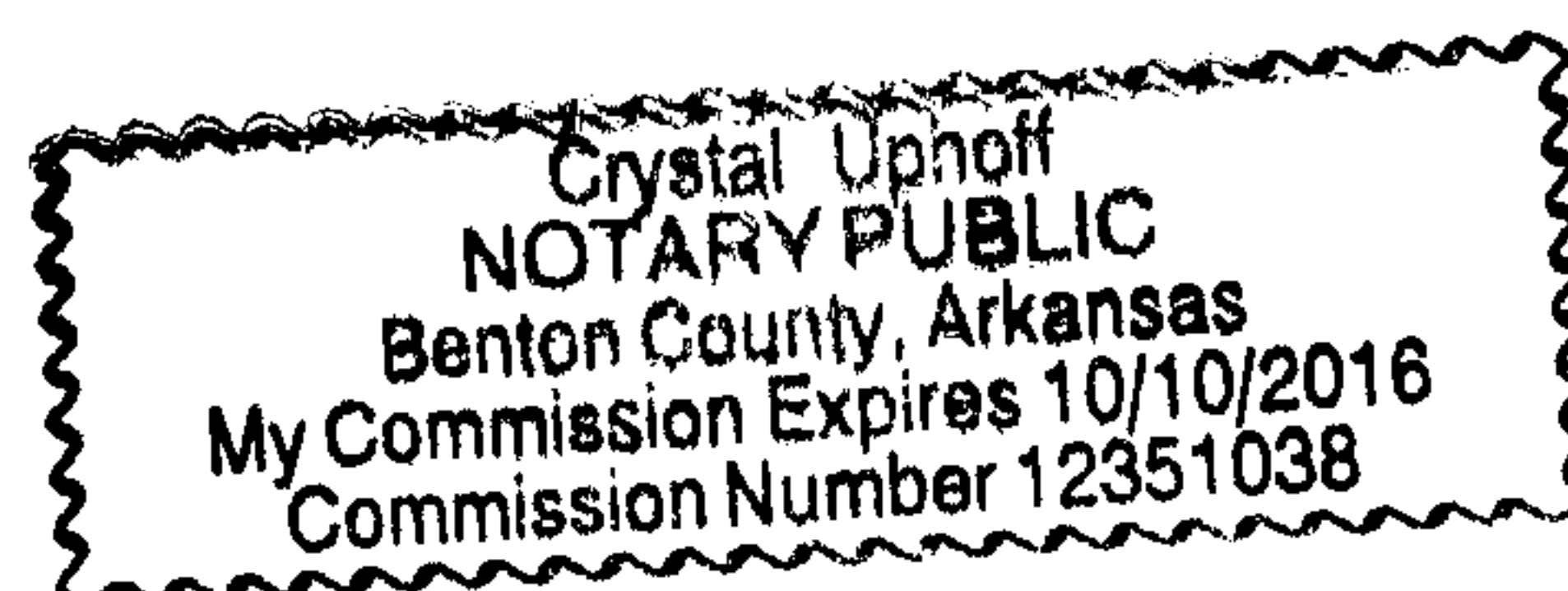
I, the undersigned authority, a Notary Public in and for said County and State,
hereby certify that Roy Covert, whose name as Director of Fueling Station Development
of WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust, is
signed to the foregoing instrument, and who is known to me, acknowledged before me on
this day that, being informed of the contents of the instrument, he, in his capacity as such
Director of Fueling Station Development and with full authority, executed the same
voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand this 28 day of January, 2008.

Crystal Uphoff

Notary Public
My Commission Expires:

(AFFIX NOTARY SEAL)



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

MURPHY:

MURPHY OIL USA, INC., a Delaware
corporation

By: Charles Ganus
Charles Ganus, Senior Vice President

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF UNION

I, the undersigned authority, a Notary Public in and for said County and State,
hereby certify that Charles Ganus, whose name as Senior Vice President of Murphy Oil
USA, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this day that, being informed of the contents
of the instrument, he, in his capacity as such Senior Vice President and with full
authority, executed the same voluntarily for and as the act of said corporation on the day
the same bears date.

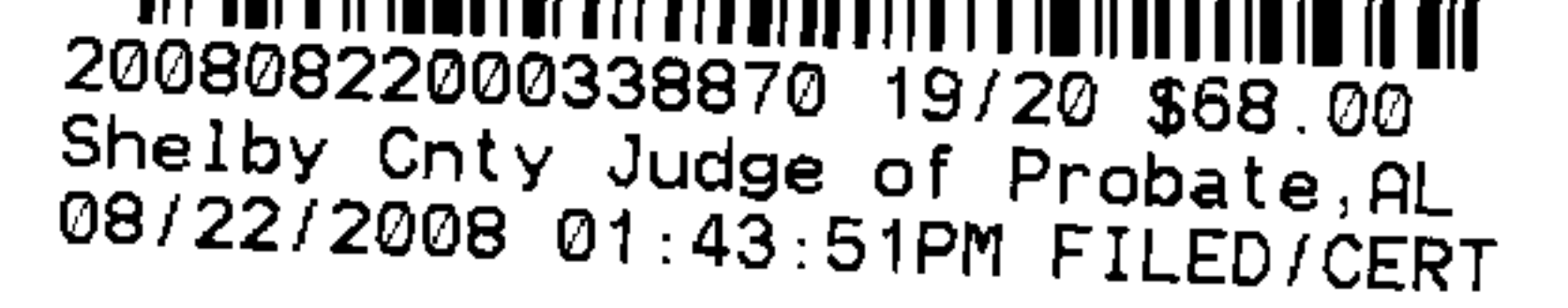
Given under my hand this 8 day of January, 2008.

Kim Cook

Notary Public

My Commission Expires: 2-1-2013





Site Plan
Wal-Mart Store # 3271
Murphy Oil # 6694
Calera, Alabama

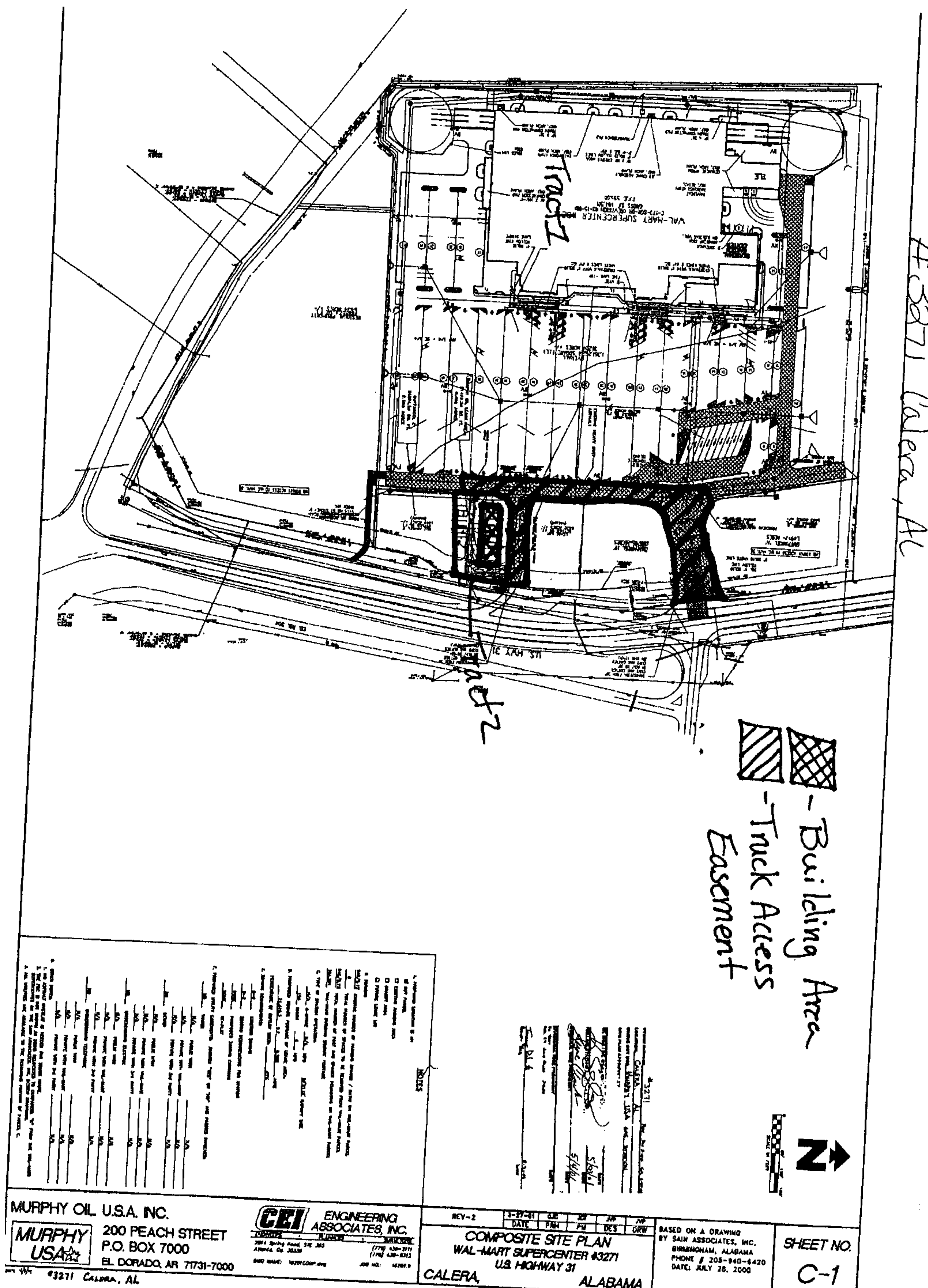


EXHIBIT "B"

Tract 2
Wal-Mart Store # 3271
Murphy Oil # 6694
Calera, Alabama

Lot 6A of Wal-Mart Supercenter #3271 Subdivision as recorded in the Office of Judge of Probate, Map Book 39, Page 101, being a resubdivision of Lot 6, as recorded in the Office of Judge of Probate, Map Book 27 Page 117, located in the Northwest Quarter of the Southeast Quarter of Section 4, Township 22 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama, and also described by metes and bounds as follows:

Beginning at a 5/8 inch rebar on the western right-of-way of U.S. Highway 31, also being the Northeast corner of Lot 6A; Thence along said right-of-way, along a non-tangent curve to the right, having a radius of 854.81 feet, an arc length of 24.07 feet, and a chord which bears South 08°16'16" West, a chord distance of 24.07 feet to a 5/8 inch rebar; Thence along said right-of-way, South 09°01'08" West, a distance of 91.29 feet to a 5/8 inch rebar at the Southeast corner of said Lot 6A; Thence North 89°35'05" West, a distance of 168.78 feet to a 5/8 inch rebar at the Southwest corner of said Lot 6A; Thence North 00°23'57" East, a distance of 79.75 feet to a 5/8 inch rebar with cap (COA #CA-686); Thence along a non-tangent curve to the right, having a radius of 43.50 feet, an arc length of 68.27 feet, and a chord which bears North 45°23'30" East, a chord distance of 61.48 feet to a 1/2 inch rebar; Thence along the North line of said Lot 6A, South 89°37'26" East, a distance of 101.91 feet to a Mag Nail; Thence along a non-tangent curve to the right, having a radius of 92.93 feet, an arc length of 41.78 feet, and a chord which bears South 76°44'36" East, a chord distance of 41.42 feet to the Point of Beginning and containing 21,417 square feet or 0.49 acres more or less.