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Shelby Cnty Judge of Probate, AL
02/27/2008 09:12:46AM FILED/CERT

This document prepared by:

Margot J. Wickman, Esq.
Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102-2186

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

Pelham, Alabama

Wal-Mart Store # 5262

Murphy Store # 7051

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT** (this "Agreement") is entered into as of January 29, 2008, by and among **MURPHY OIL USA, INC.**, a Delaware corporation with an address of 200 Peach Street, El Dorado, AR 71730 ("Murphy"), and **WAL-MART STORES, INC.**, a Delaware corporation with an address of 702 SW 8th Street, Bentonville, AR, **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust with an address of 702 SW 8th Street, Bentonville, AR, **WAL-MART STORES EAST, LP**, a Delaware limited partnership, **WAL-MART STORES EAST, INC.**, an Arkansas corporation (formerly a Delaware corporation), **WAL-MART LOUISIANA, LLC**, a Delaware limited liability company, and **WAL-MART STORES TEXAS, LLC**, a Delaware limited liability company, and the successor by merger with Wal-Mart Stores Texas, LP, a Texas limited partnership, if applicable (collectively, "Wal-Mart").

Preliminary Statements

A. Murphy and Wal-Mart are parties to a certain Master Ground Lease Agreement - Motor Vehicle Fueling Station dated November 12, 1998 (as previously amended from time to time, the "Master Lease"), pursuant to which Murphy leases from Wal-Mart certain real property more specifically described on Exhibit A on which it has constructed and owns motor vehicle fueling stations (Exhibit A may include one (1) or more parcels depending on how many are being terminated; for purposes of this Agreement, the term "Removed Parcel" refers collectively to all parcels listed on such exhibit).

B. Murphy and Wal-Mart wish to remove the Removed Parcel from the Master Lease. The reason for the removal of the Removed Parcel is immaterial to this Agreement, and any other documents which may be related to the reason behind such removal (including without limitation, Murphy purchasing the Removed Parcel pursuant to an agreement of sale or Murphy returning the Removed Parcel to Wal-Mart pursuant to Murphy's limited right to do so under the Master Lease) shall remain in full force and effect. This Agreement merely memorializes the parties intent to remove the Removed Parcel from the Master Lease.

C. Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in the Master Lease.

NOW THEREFORE, in consideration of the Master Lease and the terms and conditions of this Agreement, the parties agree as follows:

1. Termination. Murphy and Wal-Mart agree that the Removed Parcel shall be removed from the Master Ground Lease effective Jan 29 2008 and all of Murphy's leasehold rights to the Removed Parcel shall cease as of such date. Unless Murphy is taking fee title to the Removed Parcel pursuant to a separate instrument, all of Murphy's possessory rights in and to the Removed Parcel shall terminate as of such date and Murphy hereby quitclaims in any all interest in and to the Removed Parcel to Wal-Mart.
2. Memorandum of Lease. At Murphy's expense, Wal-Mart may record this Agreement in the real estate records of any location where a Remove Parcel is located. In the event that a memorandum or other document has been recorded in the real estate records where the Removed Parcel is located memorializing Murphy's leasehold interested to the Removed Parcel, this Agreement shall serve as termination of such memorandum.
3. Other Agreements. This Agreement shall in no way alter or amend the rights or obligations of either party under any other agreement, including without limitation those contained in the Master Ground Lease.

EXECUTED to be effective as of the date first above written.

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 19 day of December, 2007.

Kim Cook
Notary Public
My Commission Expires: 2-1-2013



EXECUTED to be effective as of the date first above written.

WAL-MART STORES, INC., a Delaware
corporation

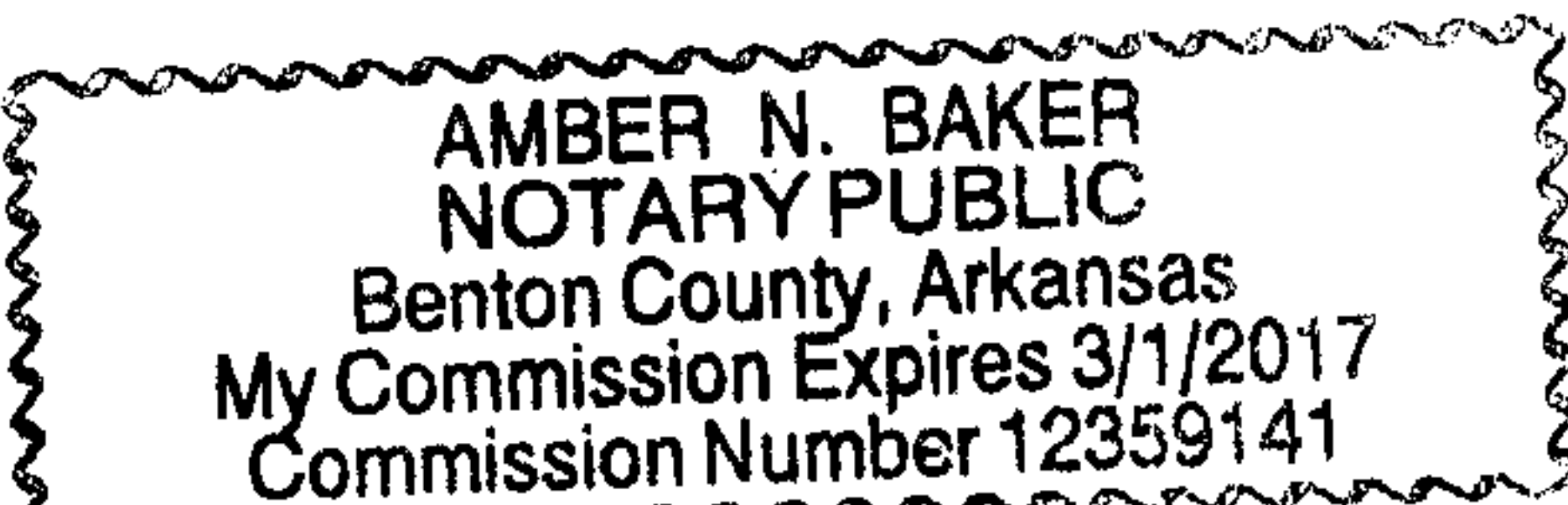
By: 
Roy Covert, Director of Fueling Station
Development

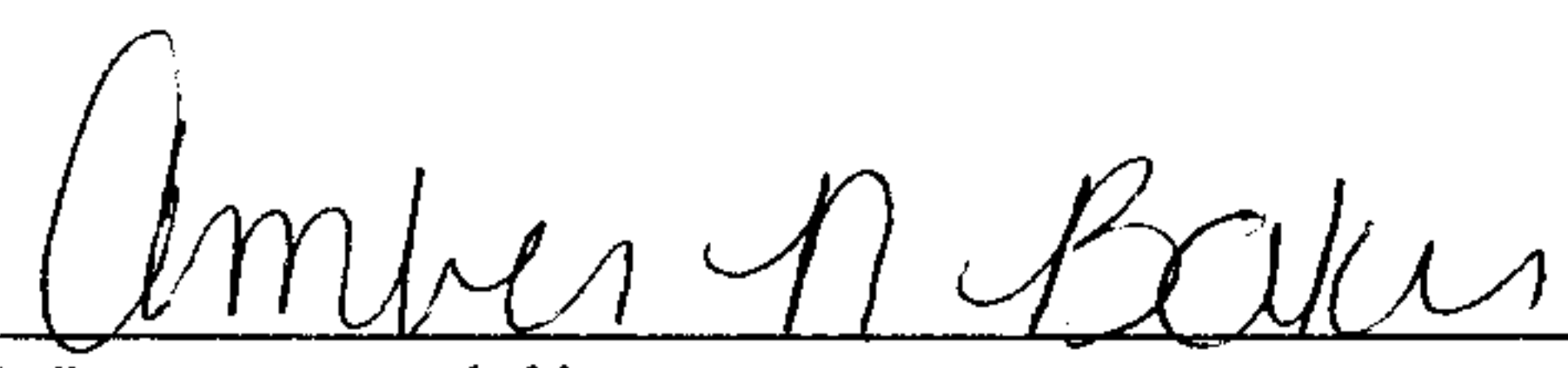
ACKNOWLEDGEMENT

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 Stores, 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 Director of Fueling Station Development 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 22nd day of January, 2008.


(AFFIX NOTARY SEAL)


Notary Public
My Commission Expires: 3/1/2017

EXECUTED to be effective as of the date first above written.

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

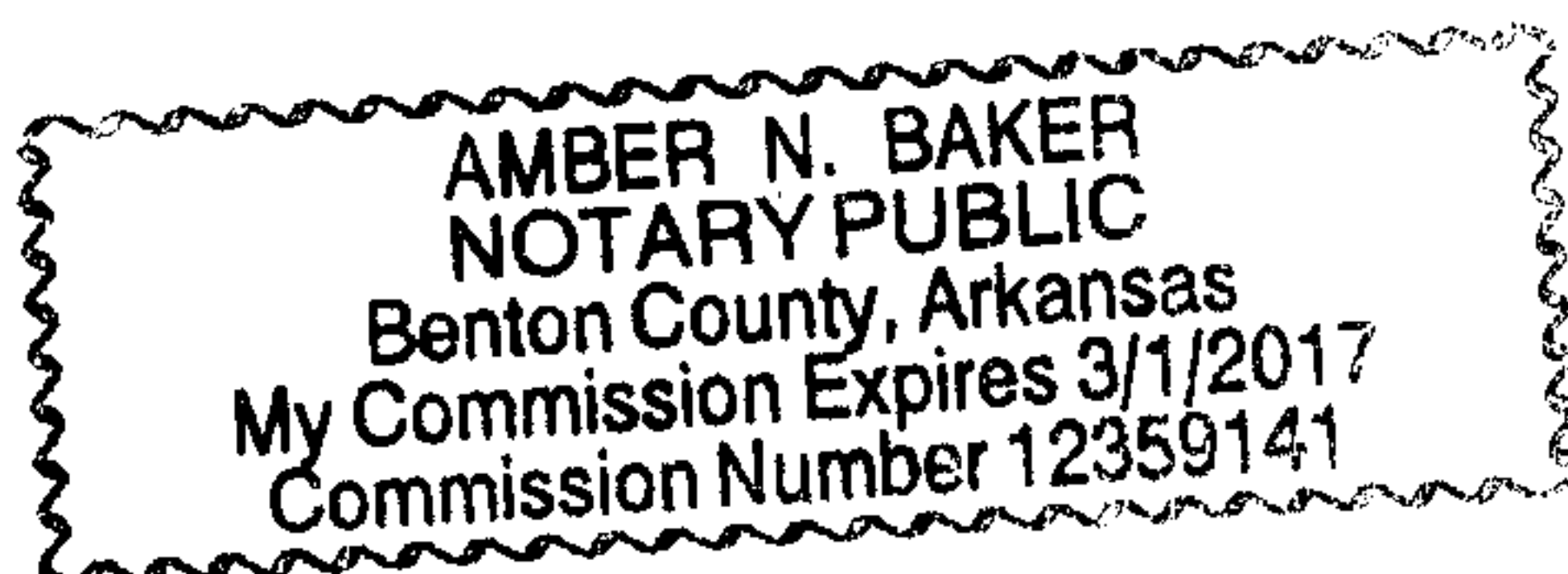
By: 
Roy Covert, Director of Fueling Station
Development

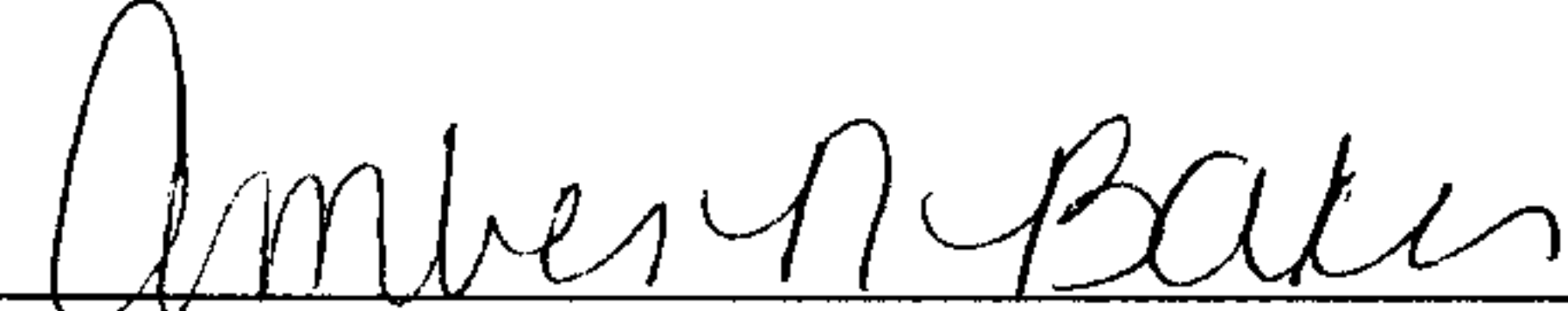
ACKNOWLEDGEMENT

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 trust on the day the same bears date.

Given under my hand this 22nd day of January, 2008.





Notary Public
My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)

EXECUTED to be effective as of the date first above written.

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

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

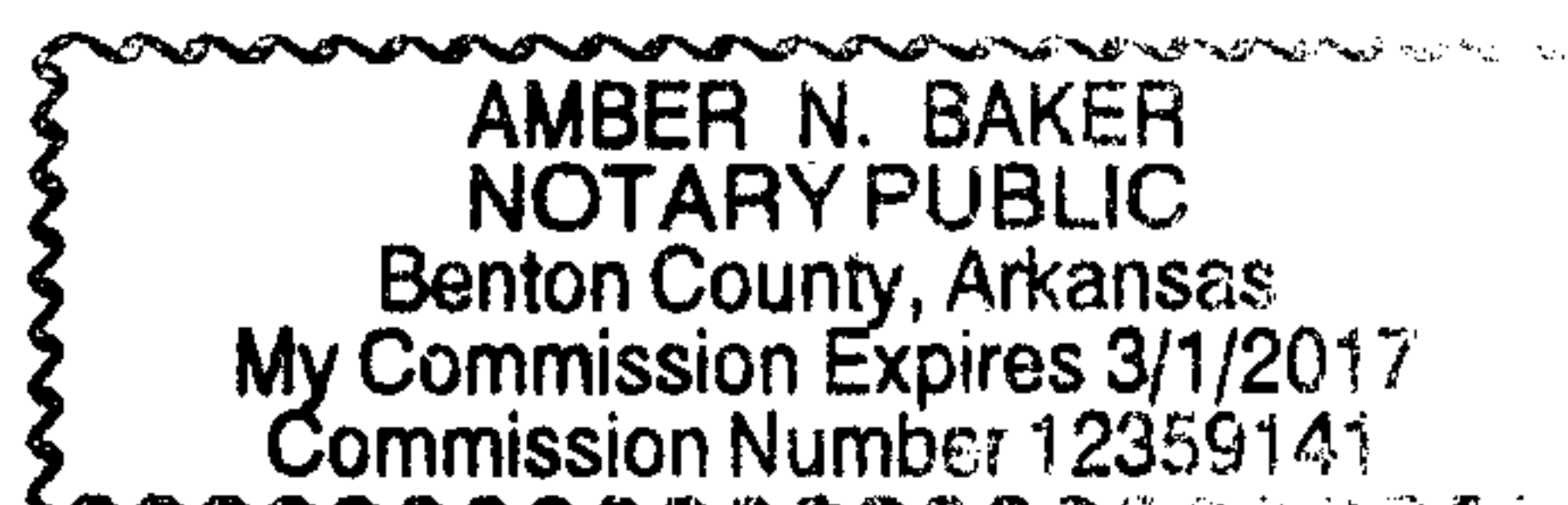
By: 
Roy Covert, Director of Fueling Station
Development

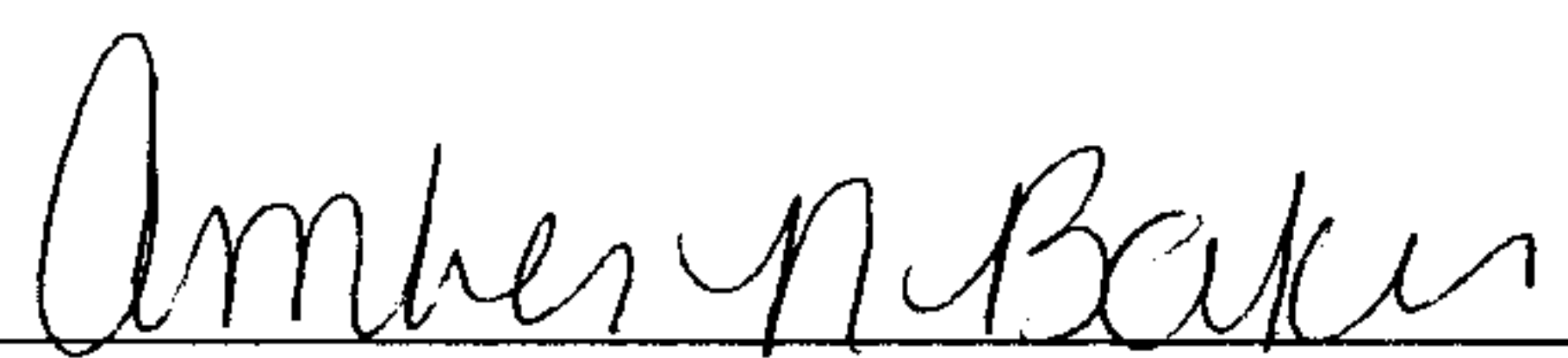
ACKNOWLEDGEMENT

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 WSE Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores East, LP, a Delaware limited partnership, 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 partnership on the day the same bears date.

Given under my hand this 22nd day of January, 2008.




Notary Public
My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)

EXECUTED to be effective as of the date first above written.

WAL-MART STORES EAST, INC., an Arkansas
corporation

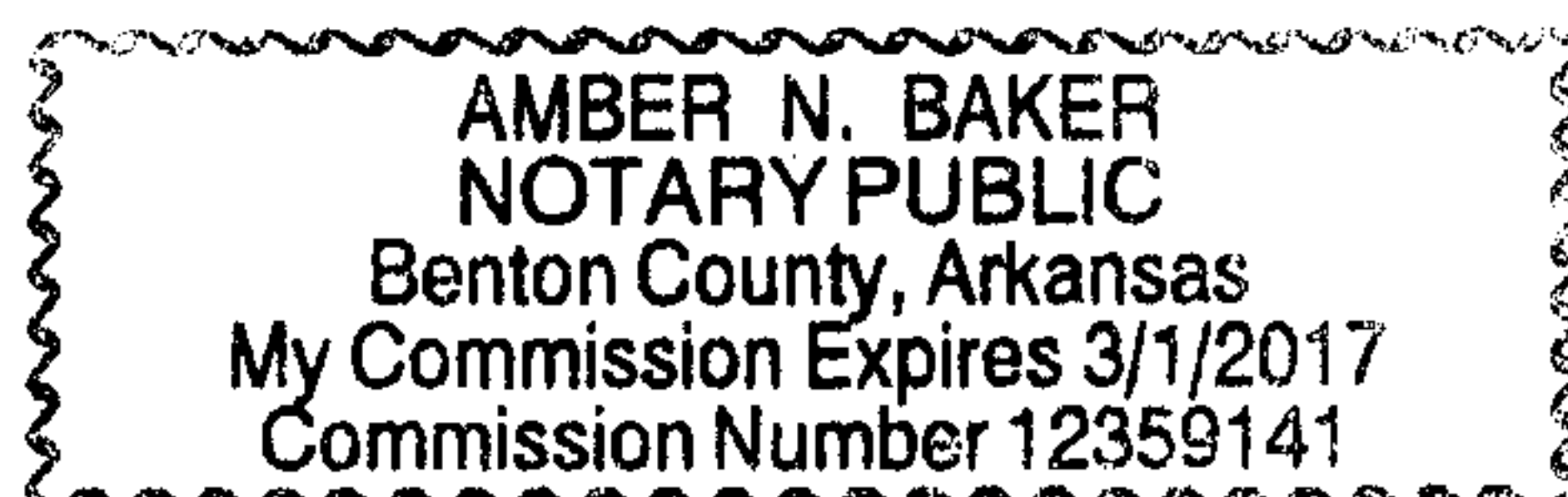
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

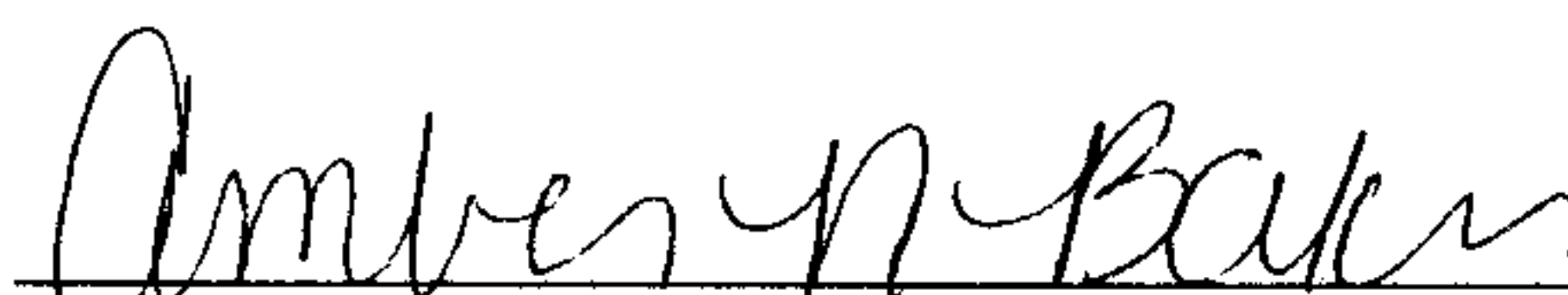
STATE OF ARKANSAS
COUNTY OF BENTON

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 Stores East, Inc., an Arkansas 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 Director of Fueling Station Development 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 22nd day of January, 2008.



(AFFIX NOTARY SEAL)


Notary Public
My Commission Expires: 3/1/2017

EXECUTED to be effective as of the date first above written.

WAL-MART LOUISIANA, LLC, a Delaware
limited liability company

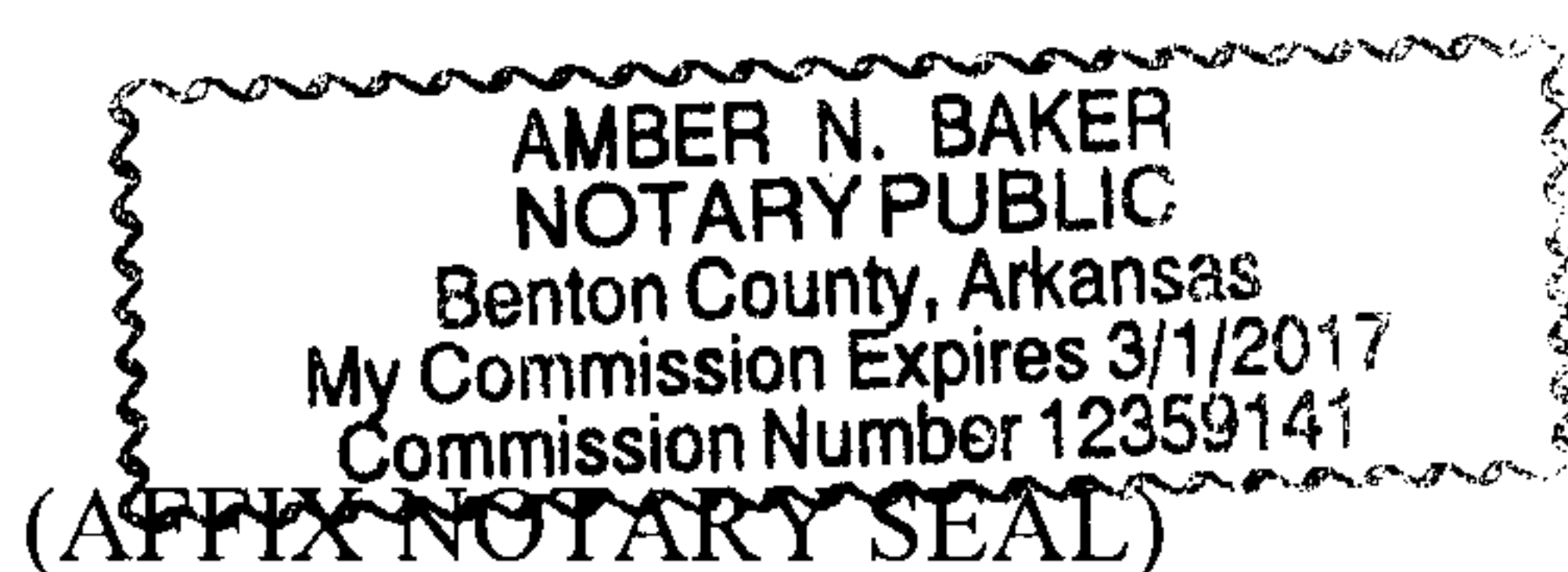
By: 
Roy Covert, Director of Fueling Station
Development

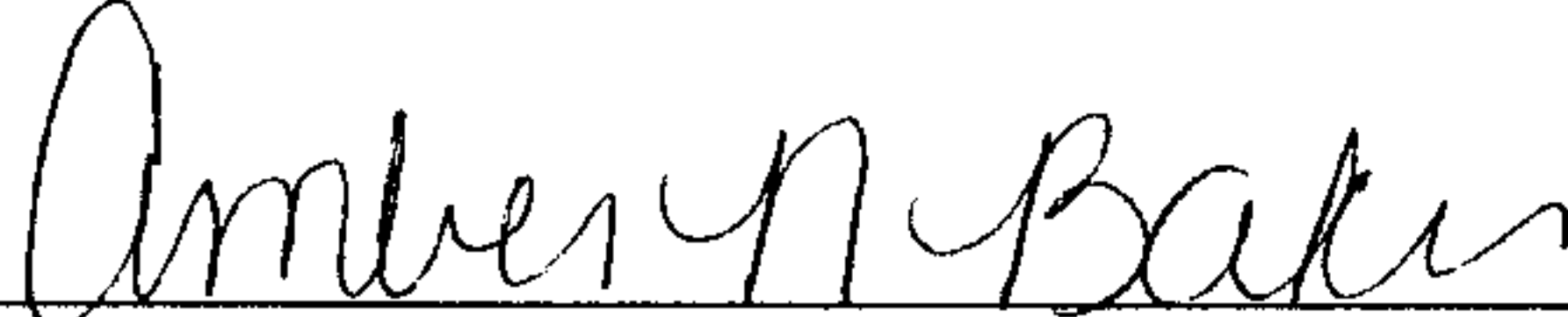
ACKNOWLEDGEMENT

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 Louisiana, LLC, a Delaware limited liability company, 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 company on the day the same bears date.

Given under my hand this 22nd day of January, 2008.




Notary Public
My Commission Expires: 3/1/2017

EXECUTED to be effective as of the date first above written.

WAL-MART STORES TEXAS, LLC, a
Delaware limited liability company, and the
successor by merger with Wal-Mart Stores Texas,
LP, a Texas limited partnership

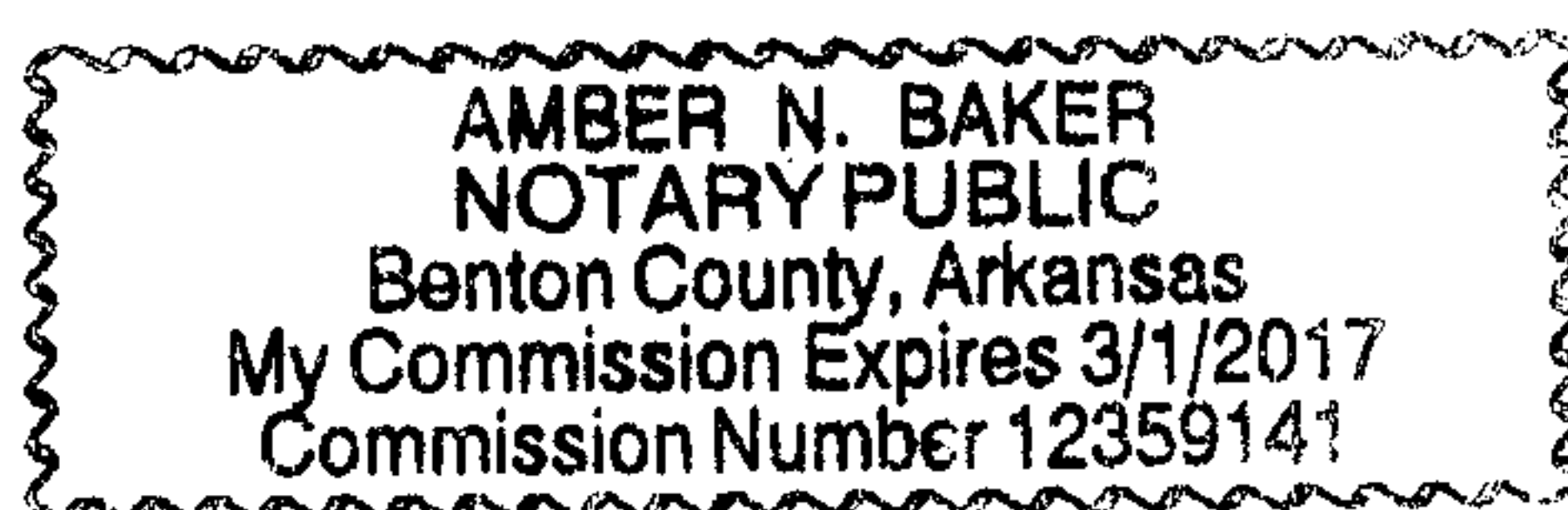
By: 
Roy Covert, Director of Fueling Station
Development

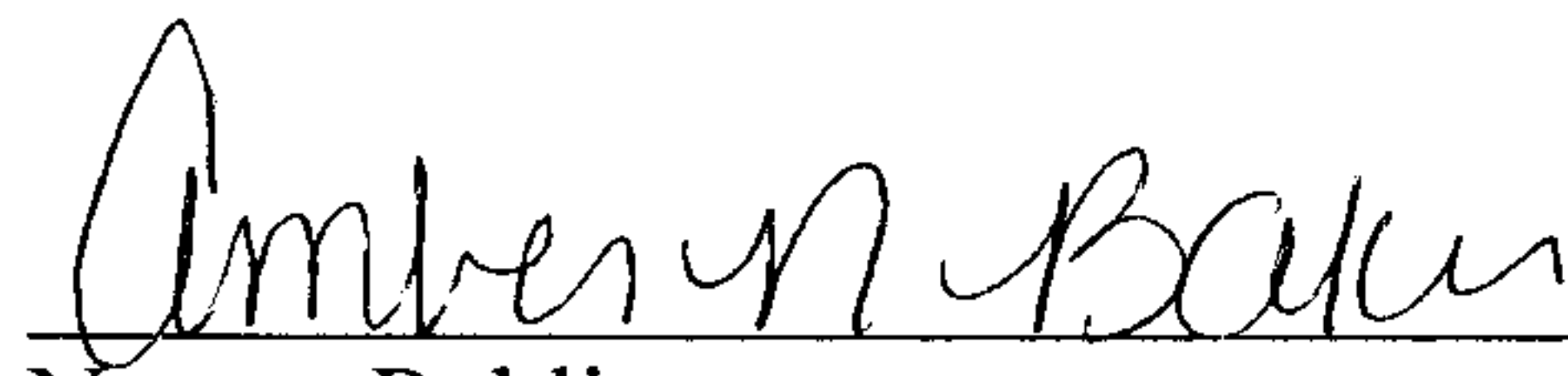
ACKNOWLEDGEMENT

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 Stores Texas, LLC, a Delaware limited liability company, and the successor by merger with Wal-Mart Stores Texas, LP, a Texas limited partnership, 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 company on the day the same bears date.

Given under my hand this 22nd day of January, 2008.




Notary Public
My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)

EXHIBIT A
DESCRIPTION OF REMOVED PREMISES

0.642 Acres
Wal-Mart Store # 5262
Murphy Oil # 7051
Pelham, Alabama

Lot 2, of Wal-Mart Subdivision, as the same appears of record in Plat Book 39, Page 76, in the Office of the Judge of Probate of Shelby County, Alabama

The above described property is also described as follows:

Being all that Tract or Parcel of land lying and being in the Southwest Quarter of the Northwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and Being more particularly described as follows:

Commence at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 31, Township 19 South, Range 2 West, thence S86°17'39"E, a distance of 447.14 feet to an iron rod (found); thence S00°31'50"W, a distance of 1,218.99 feet to an iron rod (found); thence S86°49'57"E, a distance 10.80 feet to an iron rod (found); thence S00°16'43"W, a distance of 102.87 feet to an iron rod (found); thence S47°21'35"W, a distance of 219.39 feet to an iron rod (found); thence N44°19'48"W, a distance of 42.03 feet to an iron rod (found); thence N38°51'38"W, a distance of 115.77 feet to an iron rod (found); thence N51°42'37"W, a distance of 89.72 feet to an iron rod (found); thence S69°39'29"W, a distance of 182.00 feet to an iron rod (found); said iron rod being on the Northeasterly right-of-way of U.S. Highway 31; thence along said right-of-way; N34°00'30"W, a distance of 142.58 feet to an iron rod (found); thence N24°03'20"W, a distance of 133.53 feet to an iron rod (found); thence N34°11'03"W, a distance of 167.60 feet to an iron rod (found); thence leaving said right-of-way; N55°48'57"E, a distance of 19.37 feet to an iron rod (found); said iron rod being The True Point of Beginning. With the True Point of Beginning being established; thence N43°34'03"W, a distance of 27.87 feet to an iron rod (found); thence N00°00'00"W, a distance of 196.80 feet to an iron rod (found); thence N90°00'00"E, a distance of 129.83 feet to a P.K. Nail (found); thence S00°00'00"E, a distance of 217.00 feet to a P.K. Nail (found); thence S90°00'00"W, a distance of 110.62 feet to The True Point of Beginning.

Containing and Area of 27,979.67+/- Sq.Ft. or 0.642 Acres