

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

Alabaster, Alabama

Wal-Mart Store # 423

Murphy Store # 7240

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 JANUARY 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: [Signature]
Roy Covert, Director of Fueling Station Development

ACKNOWLEDGEMENT

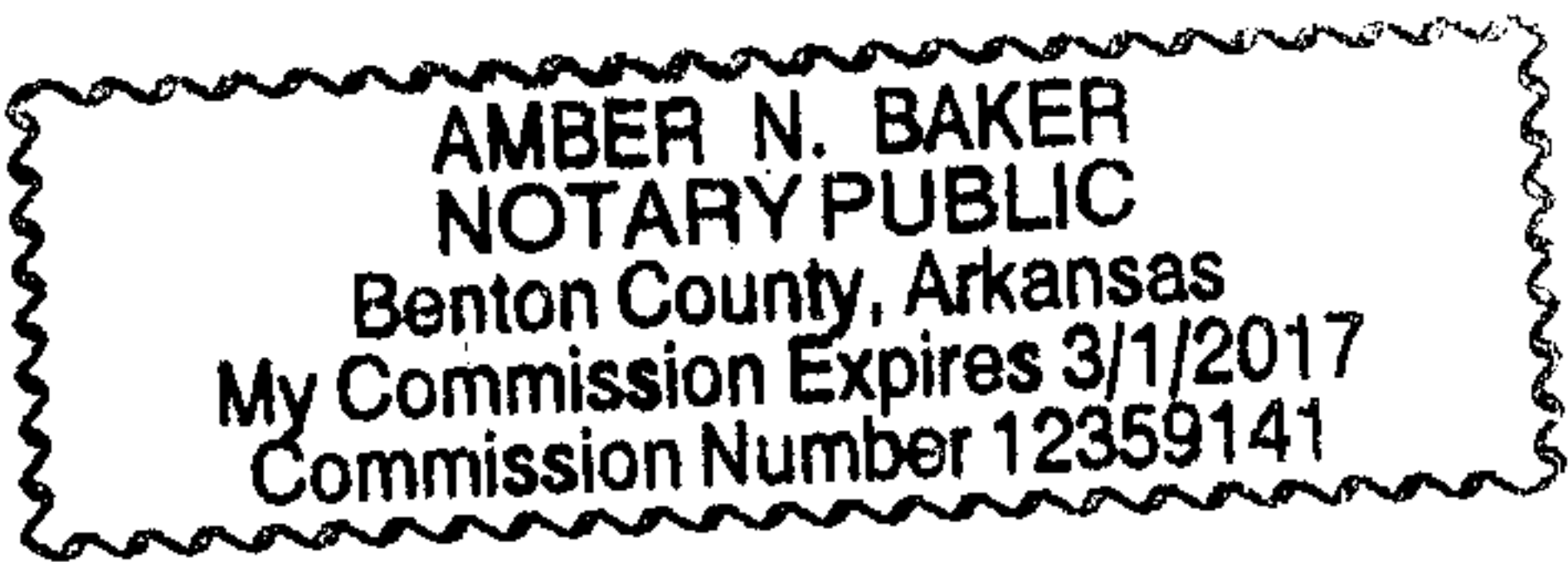
STATE OF ARKANSAS
COUNTY OF BENTON

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 10th day of January, 2008

[Signature]
Notary Public
My Commission Expires: 31/1/2017

(AFFIX NOTARY SEAL)



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

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

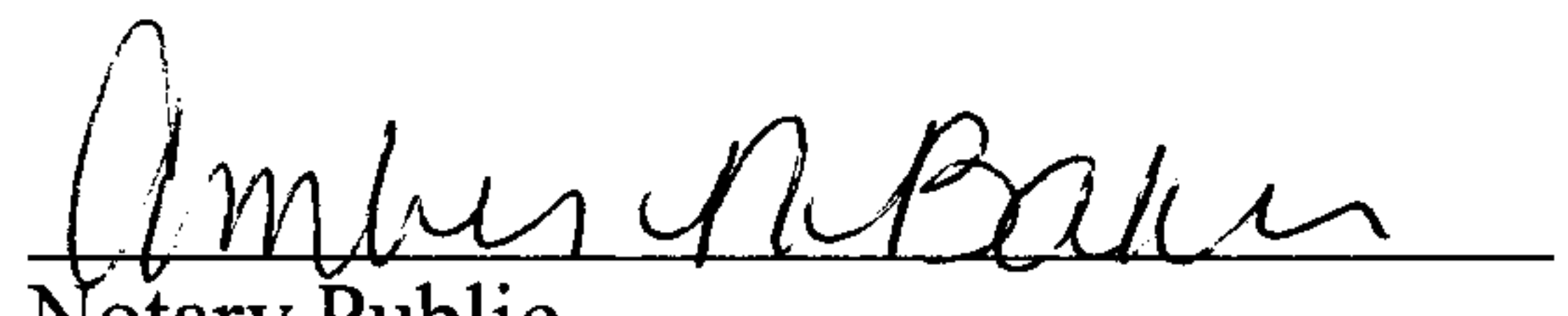
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

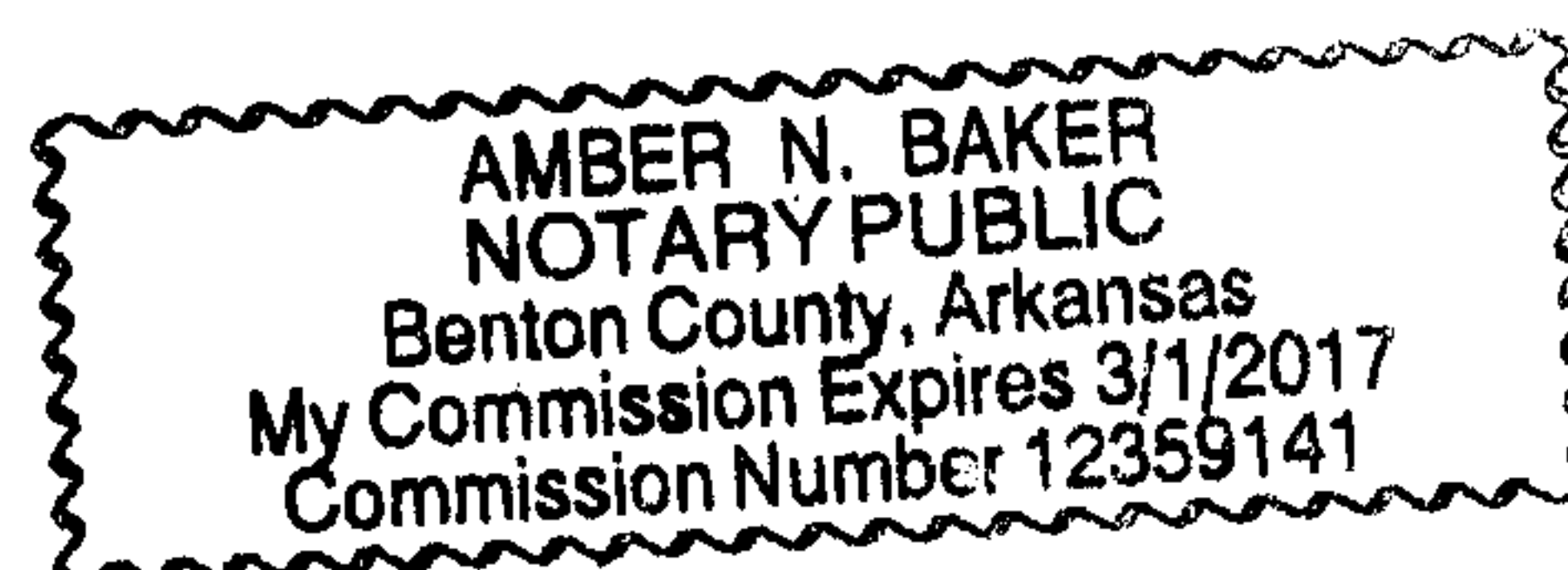
STATE OF ARKANSAS
COUNTY OF BENTON

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 10th 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

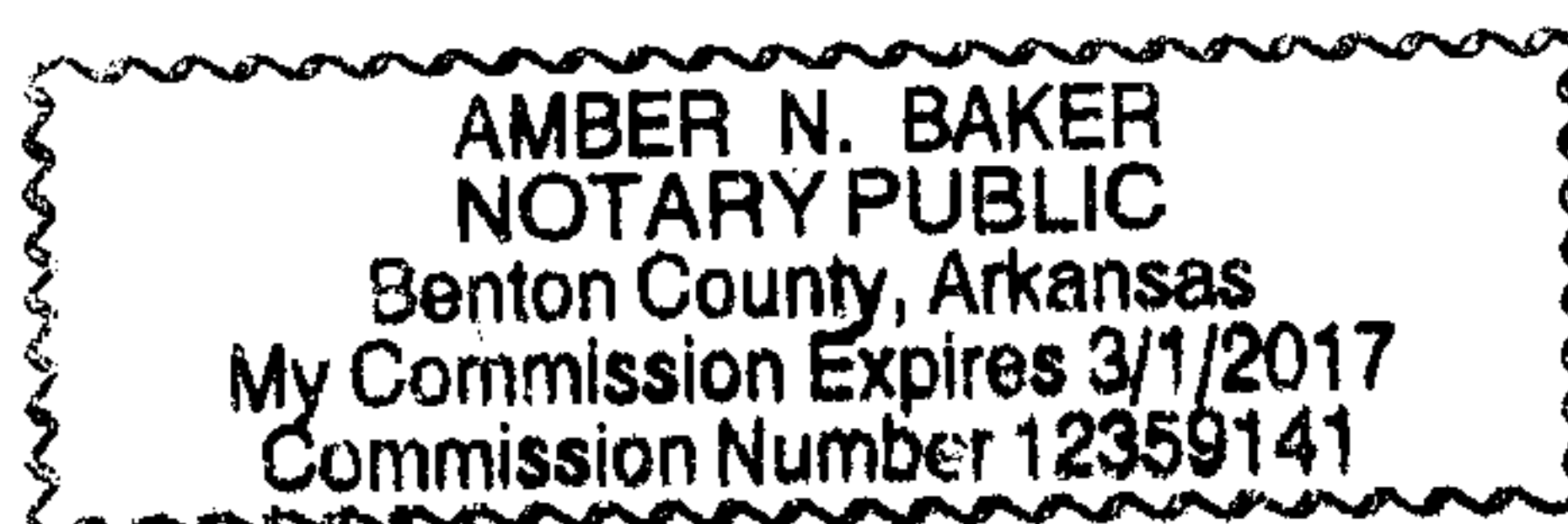
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Roy Covert, whose name as Director of Fueling Station Development of WSE Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores East, LP, a Delaware limited partnership, 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 10th day of January, 2008.

Amber N. Baker
Notary Public

My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)



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

20080227000078290 7/10 \$42.00
Shelby Cnty Judge of Probate, AL
02/27/2008 09:22:19AM FILED/CERT

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

By: Roy Covert, Director of Fueling Station Development

ACKNOWLEDGEMENT

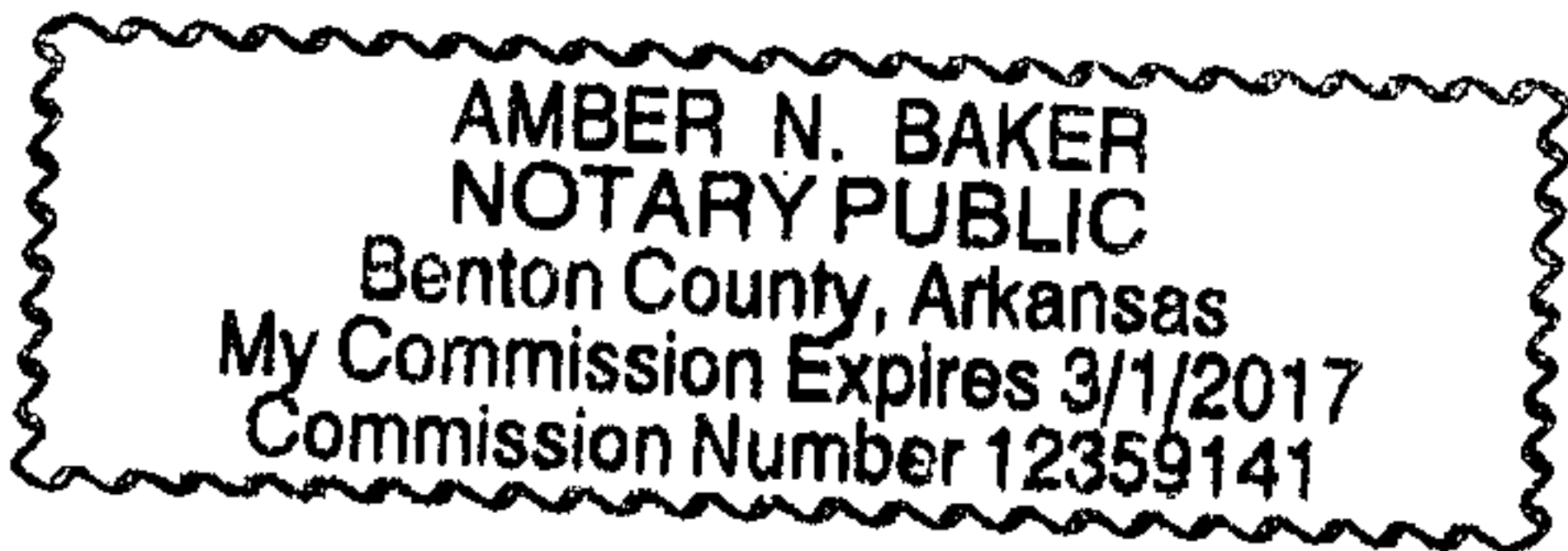
STATE OF ARKANSAS
COUNTY OF BENTON

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 10th day of January, 2008.

Amber N. Baker
Notary Public
My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)



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

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

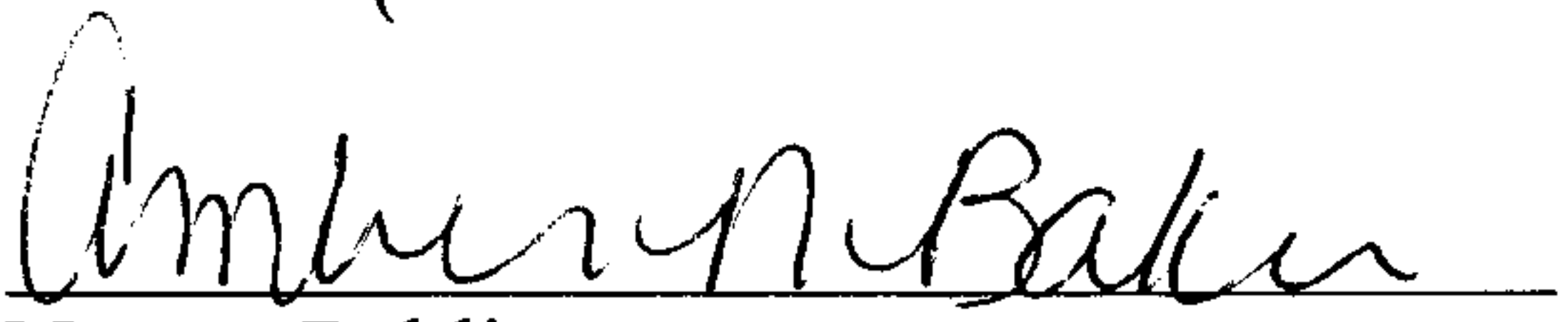
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

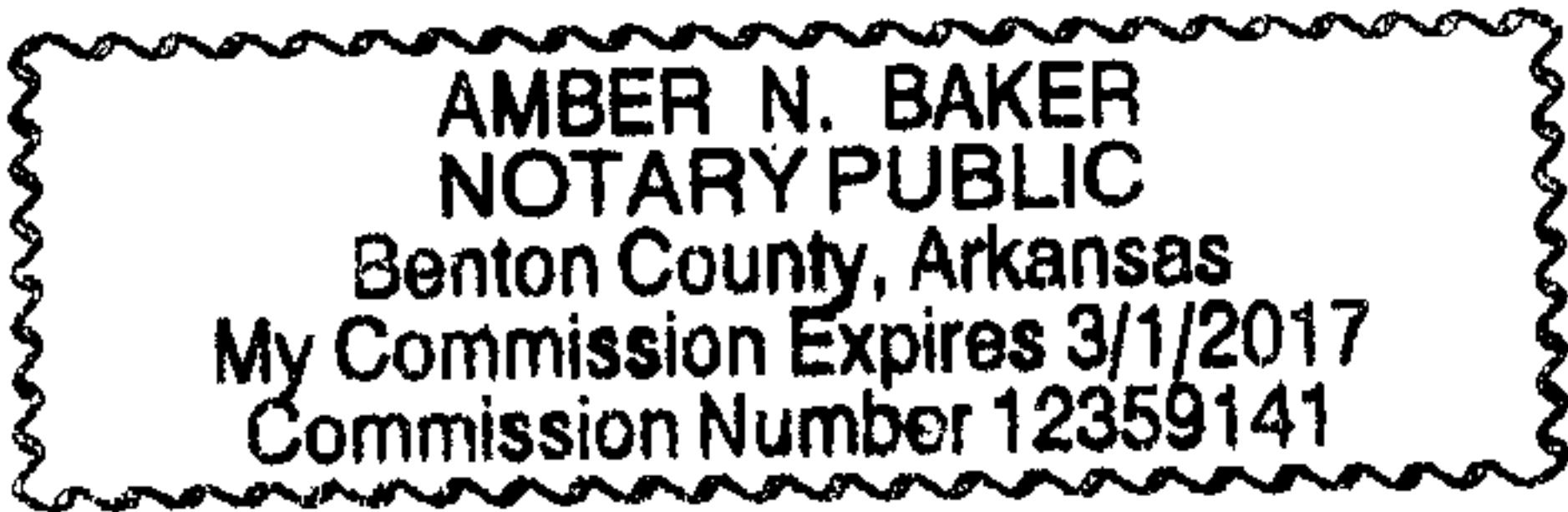
STATE OF ARKANSAS
COUNTY OF BENTON

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 10th day of January, 2008.

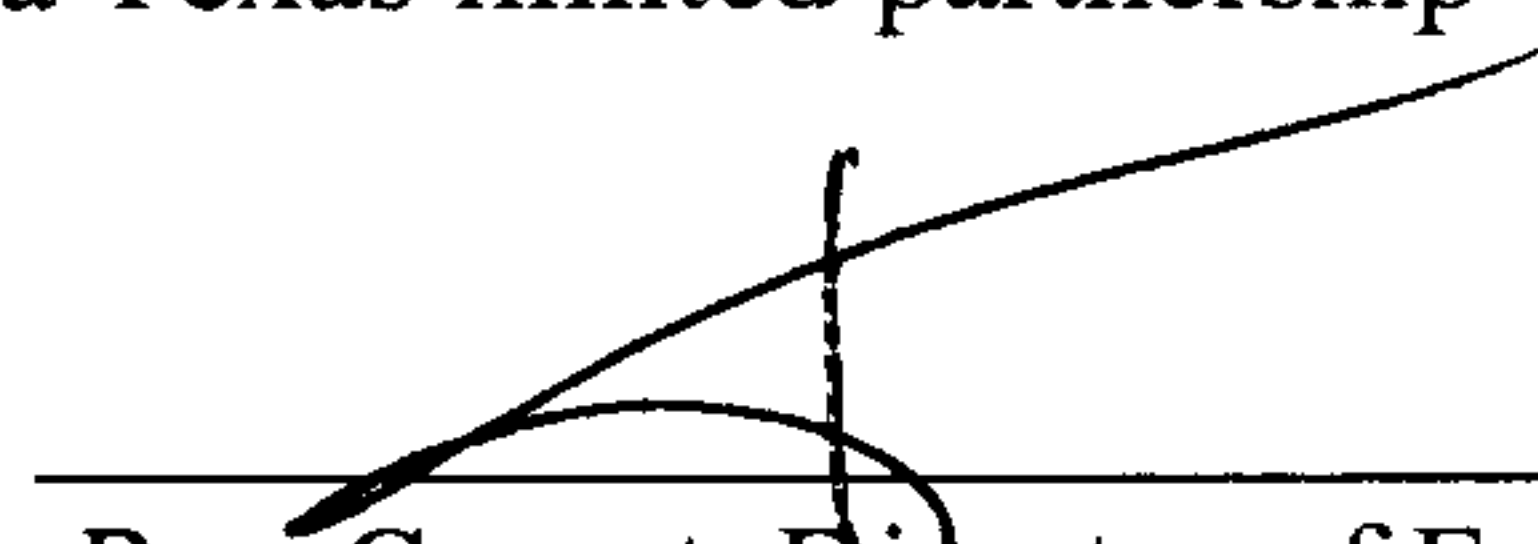

Notary Public
My Commission Expires: 3/1/2017

(AFFIX NOTARY SEAL)



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

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

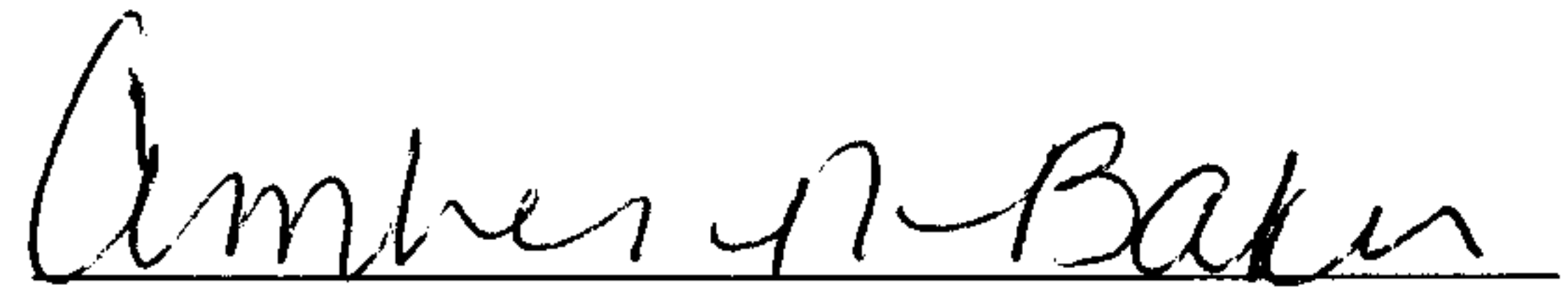
By: 
Roy Covert, Director of Fueling Station
Development

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.

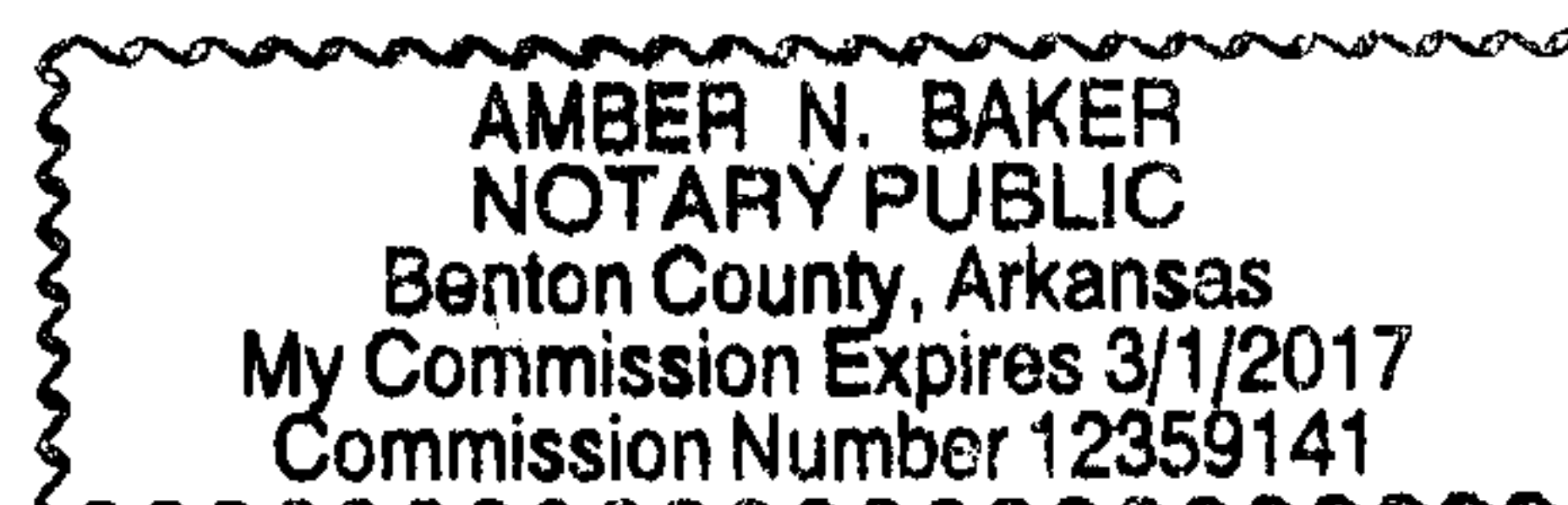
Given under my hand this 10th day of January, 2008.



Notary Public

My Commission Expires: 31/10/17

(AFFIX NOTARY SEAL)



20080227000078290 10/10 \$42.00
Shelby Cnty Judge of Probate, AL
02/27/2008 09:22:19AM FILED/CERT

EXHIBIT A
DESCRIPTION OF REMOVED PREMISES

1.103 Acres
Wal-Mart Store # 423
Murphy Oil # 7240
Alabaster, Alabama

All that certain piece, parcel or tract of land situated, lying and being in the East half of Section 1, Township 21 South, Range 3 West, City of Alabaster, Shelby County, Alabama, all of which is more particularly bounded and described as follows:

Lot 2-B of Final Plat Murphy Oil USA, Inc., a resubdivision of Lot 2 of Colonial Promenade Alabaster Survey as recorded in Plat Book 39, Page 72, in the Office of the Judge of Probate, Shelby County, Alabama and being further described as follows:

Beginning at a 1/2" rebar found at the Southwest corner of original Lot 2 of Colonial Promenade Alabaster Survey as recorded in Map Book 35, Page 102A in the Office of the Judge of Probate, Shelby County, Alabama, also being the intersection of the easterly Right-of-Way line of Colonial Promenade Parkway (public, 100' Right-of-Way) and the northerly Right-of-Way line of Progress Boulevard (a.k.a. "Road C"- public, variable Right-of-Way);
thence run North 28 degrees 49 minutes 12 seconds East along said easterly Right-of-Way line of Colonial Promenade Parkway a distance of 258.78 feet to a 1/2" rebar with cap found on said Right-of-Way line;
thence leaving said Right-of-Way line, run South 66 degrees 04 minutes 42 seconds East a distance of 133.50 feet to a 1/2" rebar with cap found;
thence South 23 degrees 18 minutes 24 seconds West a distance of 150.00 feet to a 1/2" rebar found;
thence South 05 degrees 28 minutes 41 seconds East a distance of 133.19 feet to a chiseled "X" in concrete found;
thence South 23 degrees 18 minutes 24 seconds West a distance of 28.00 feet to a 1/2" rebar found at said northerly Right-of-Way line of Progress Boulevard;
thence North 66 degrees 41 minutes 36 seconds West along said Right-of-Way line a distance of 32.63 feet to a 1/2" rebar found on said Right-of-Way line;
thence continue along said Right-of-Way line and a curve to the right an arc length of 34.01 feet, said curve having a radius of 1045.00 feet, a chord length of 34.01 feet, a chord bearing of North 65 degrees 45 minutes 39 seconds West, to a 1/2" rebar found on said Right-of-Way line;
thence continue along said Right-of-Way line and a curve to the right an arc length of 66.54 feet, said curve having a radius of 1045.00 feet, and a chord length of 66.53 feet, a chord bearing of North 63 degrees 00 minutes 15 seconds West, to a 1/2" rebar found on said Right-of-Way line;
thence North 61 degrees 10 minutes 48 seconds West along said Right-of-Way line a distance of 67.30 feet to a 1/2" rebar found on said Right-of-Way line;
thence continue along said Right-of-Way line and a curve to the right an arc length of 39.27 feet, said curve having a radius of 25.00 feet, and a chord length of 35.36 feet, a chord bearing of North 16 degrees 10 minutes 48 seconds West, to the Point of Beginning.

The property herein described contains approximately
1.103 acres or 48,057 square feet.