

Prepared by: J. Cliff McKinney, Esquire Quattlebaum, Grooms, Tull & Burrow PLLC 111 Center Street, Suite 1900 Little Rock, AR 72201 (501) 379-1725	SEND TAX NOTICE TO: Mr. David Morgan Murphy Oil Corporation 200 Peach Street P. O. Box 7000 El Dorado, AR 71731
Return to: John A. Moore, Esquire Murphy Oil Corporation 200 Peach Street P. O. Box 7000 El Dorado, AR 71731	\$ _____ Excise Tax _____ Parcel ID No.

Calera, Alabama
WM Store # 3271
Murphy Store # 6694

STATE OF ALABAMA)
 :
COUNTY OF SHELBY) **SPECIAL WARRANTY DEED**


THIS DEED, made as of the 29th day of January, 2008, by and between **WAL-MART STORES EAST, LP**, a Delaware limited partnership, having its principal place of business at: 702 S.W. 8th Street, Bentonville, Arkansas 72716, hereinafter called "**Grantor**"; and **MURPHY OIL USA, INC.**, a Delaware corporation, whose mailing address is: 200 Peach Street, El Dorado, Arkansas 71730, hereinafter called "**Grantee**"; wherever used, the terms "Grantor" and "Grantee" include the singular or plural, as the context requires, and the respective heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, corporations and partnerships.

WITNESSETH:

That Grantor, for and in consideration of the sum of \$287,416.14 and 00/100 dollars (\$ _____) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain and sell, remise, release, convey, transfer and confirm to the Grantee in fee simple forever, that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto (the "Property") and by this reference incorporated herein, subject to those matters listed on Schedule B-2 attached hereto and made a part hereof.

TOGETHER with all improvements located thereon and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and every right, title or interest, legal or equitable, of the Grantor of, in and to the same and in and to any and all roads, alleys and ways bounding the Property.

Notwithstanding the foregoing, Grantor makes no warranties whatsoever with regards to any oil, gas or other mineral rights.


20080822000338860 2/5 \$310.50
Shelby Cnty Judge of Probate, AL
08/22/2008 01:43:50PM FILED/CERT

TO HAVE AND TO HOLD the same unto the Grantee in fee simple, forever; and the said Grantor hereby warrants the title to said Property, and will forever defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not further or otherwise.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, the day and year first above set out.

Approved as to legal terms only by

Wal-Mart Legal Department

Date: _____

WAL-MART:

WAL-MART STORES EAST, LP,

a Delaware limited partnership

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

By: _____

Name: Roy Covert

Title: Director of Fueling Station Development

STATE OF ARKANSAS
COUNTY OF BENTON

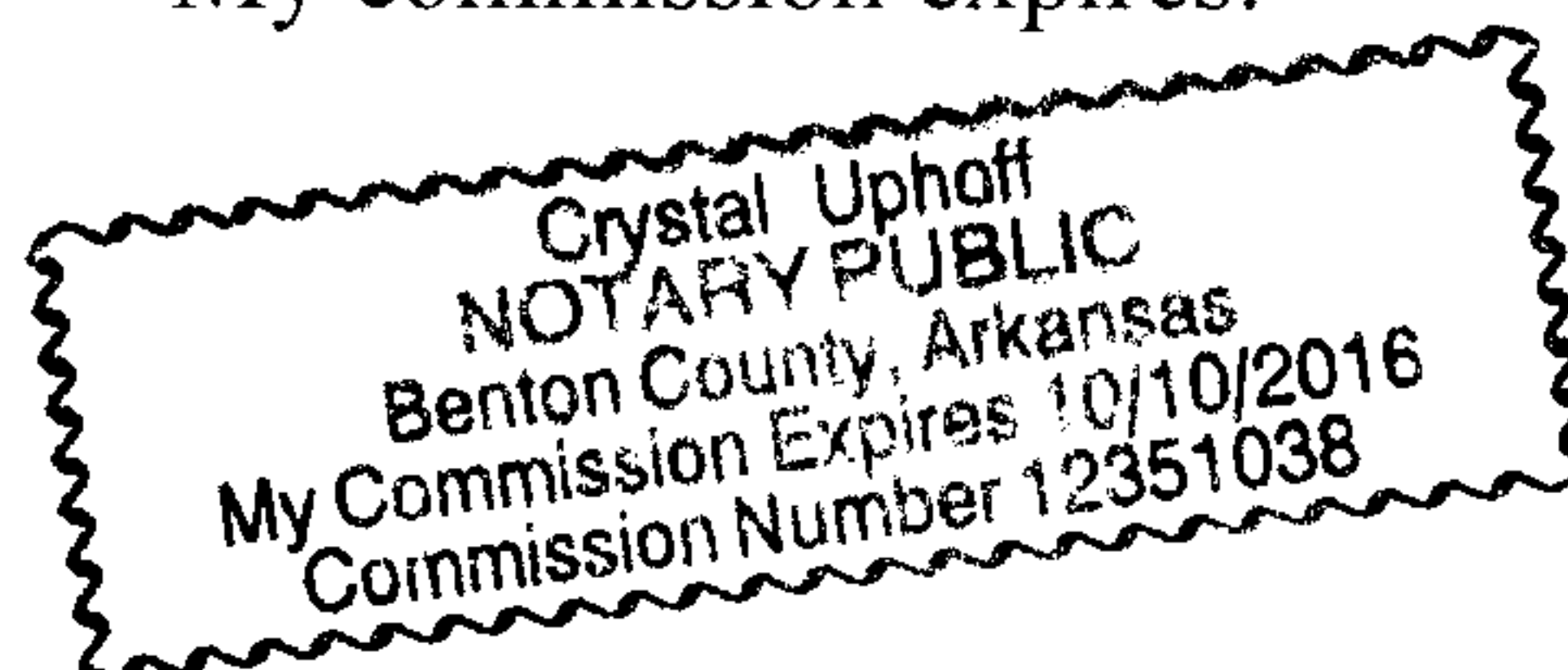
I, the undersigned authority, a Notary Public in and for the said County, in said State, hereby certify that Roy Covert, whose name as Director of Fueling Station Development of WSE MANAGEMENT, LLC, a Delaware limited liability company and general partner of WAL-MART STORES EAST, LP, a Delaware limited partnership, is signed to the foregoing Special Warranty Deed, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said entities on the day the same bears date.

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

Crystal Uphoff
Notary Public

My commission expires:

(AFFIX NOTARY SEAL)





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EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

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

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.

SCHEDULE B-2 – PERMITTED EXCEPTIONS

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

SCHEDULE B

Agent's File No: **47753-32**
NTS File No. **07030199**

Policy Number: **PROFORMA**

This policy does not insure against loss or damage by reason of the following:

1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on, and under subject property.
2. Ad valorem taxes for 2008 which became a lien on October 1, 2007, but are not due or payable until October 1, 2008.
3. No insurance is afforded as to the amount of acreage or square footage described herein.
4. Any and all easements, setback lines and restrictions as shown on plat recorded at Map Book 27, Page 117 and Map Book 39, Page 101, in the Probate Office of Shelby County, Alabama.
5. Utilities Easement Agreement in favor of Alabama Power Company dated July 10, 2002 and recorded on August 21, 2002 as Instrument No. 20020821000398470, in the Office of the Judge of Probate of Shelby County, Alabama.
6. Easements with Covenants and Restrictions Affecting Land between Wal-Mart Stores East, LP and Wal-Mart Real Estate Business Trust, a Delaware statutory trust and Murphy Oil USA, Inc. to be recorded contemporaneously with Special Warranty Deed of even date therewith, in the Office of the Judge of Probate of Shelby County, Alabama.
7. Declaration of Environmental Release between Wal-Mart Stores East, LP and Murphy Oil USA, Inc. to be recorded contemporaneously with Special Warranty Deed of even date therewith, in the Office of the Judge of Probate of Shelby County, Alabama.
8. All matters shown on the survey prepared by Roger Dale Dawson of CEI Engineering Associates, Inc., dated January 29, 2008, as last revised, and designated Job No. 23364; provided, as between Grantor and Grantee, the parties agree that the statement "subject to all matters of record or fact" or substantially similar language, and all title exceptions deleted from Schedule B of the policy but appearing in the survey exceptions table are deemed stricken from the survey as if such matters were never printed therein