

**This document prepared by:**

J. Cliff McKinney, Esq.  
QUATTLEBAUM, GROOMS,  
TULL & BURROW PLLC  
111 Center Street, Suite 1900  
Little Rock, Arkansas 72201  
(501) 379-1725

Calera, Alabama

Wal-Mart Store # 3271

Murphy Store # 6694

**When recorded return to:**

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

**DECLARATION OF ENVIRONMENTAL RELEASE**

This **DECLARATION OF ENVIRONMENTAL RELEASE** (hereinafter, this "Declaration") is made this 24 day of June, 2008 by **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 (formerly known as Wal-Mart Stores Texas, LP) (collectively, "Wal-Mart"), and **MURPHY OIL USA, INC.**, a Delaware corporation with an address of 200 Peach Street, El Dorado, AR 71730 ("Murphy"). Wal-Mart and Murphy are the "Parties" under this Declaration. References to "Wal-Mart" in this Declaration shall be deemed to include Wal-Mart Stores, Inc. or such of Wal-Mart's wholly-owned subsidiaries, as may be relevant to the context in which the reference to Wal-Mart appears.

**I. Recitals**

A. Wal-Mart, directly or through one or more of its wholly-owned subsidiaries, is the fee simple owner of that certain real property in Calera, Alabama, more particularly described in the legal description attached hereto at Exhibit A and made a part of this Declaration hereof (hereinafter, the "Property").

B. Wal-Mart and Murphy entered into that certain Agreement of Sale, dated as of April 30<sup>th</sup>, 2007, (hereinafter, the "Purchase Agreement"), wherein Wal-Mart is selling to Murphy and Murphy is purchasing from Wal-Mart the Property.



C. Definitions (in alphabetical order).

1. "Closing Date" or "Closing" shall mean the date of the closing of Wal-Mart's sale of the Property to Murphy.

2. "Environmental Law" shall mean any federal, state, regional, or local (a) law, statute, ordinance, provision, regulation, rule, court order, administrative order, decision, determination, decree, consent order, consent decree, consent agreement, or other legal requirement, (b) permit, license, registration, or authorization, or (c) administrative policy, guideline, standard, or level of, or imposed by, a Governmental Authority (as hereinafter defined), whether now existing or hereinafter enacted, promulgated, or issued (including as they may be amended from time to time), and whether codified, common law, judicial, administrative, or quasi-administrative in nature, arising under, relating to, or in connection with (i) protection of the indoor or outdoor environment (concerning any and all environmental media), public health, public safety, or any Hazardous Substance (as hereinafter defined) (including those that are located at, on, under, from, about, adjacent to, or near real property), (ii) the conservation, management, or use of natural resources and wildlife (including wetlands), (iii) the management, manufacture, possession, handling, presence, use, generation, transportation, treatment, storage, Release (as hereinafter defined), investigation, assessment, abatement, removal, or Remediation (as hereinafter defined) of, or exposure to, Hazardous Substances (as hereinafter defined), (iv) the protection or use of surface water, groundwater or drinking water, or (v) any other similar, analogous, or related subjects, laws, or matters and for purposes of this definition, shall include, but are not limited to, the following: (A) the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.); (B) the Solid Waste Disposal Act, including the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.); (C) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601, et seq.); (D) the Superfund Amendments and Reauthorization Act of 1986, as amended (codified in sections of 10 U.S.C., 29 U.S.C., 33 U.S.C., and 42 U.S.C.); (E) Title III of the Superfund Amendments and Reauthorization Act, as amended (40 U.S.C. § 1101, et seq.); (F) the Federal Clean Air Act, as amended (42 U.S.C. § 7401, et seq.); (G) the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136, et seq.); (H) the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.); (I) the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. § 11001, et seq.); (x) the Occupational Safety and Health Act, as amended (29 U.S.C. § 650, et seq.); (J) the Safe Drinking Water Act, as amended (21 U.S.C. § 349 and 42 U.S.C. §§ 201 and 300f, et seq.); (K) the National Environmental Policy Act, as amended (42 U.S.C. § 4321, et seq.); (L) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.); (M) the Atomic Energy Act, as amended, 42 U.S.C. § 2011 et seq.; (N) the Federal Food, Drug and Cosmetic Act, as amended, 21 U.S.C. § 301 et seq.; and (O) any laws regulating the use of biological agents or substances including medical or infectious wastes; (P) any environmental transfer laws which regulate the transfer of property; and (Q) as relates to



subsections (A) through (P) of this definition, all corresponding implementing regulations, state and local laws and ordinances, which may be applicable, all as in effect on the date hereof and amended hereafter.

3. "Governmental Authority" shall mean any local, regional, state, or federal government organization, department, entity, commission, board, bureau, subdivision, agency or authority thereof, whether foreign or domestic.

4. "Hazardous Substances" shall mean the following: (a) any chemicals, materials, elements or compounds or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "hazardous air pollutants," "pollutants," "contaminants," "toxic chemicals," "petroleum or petroleum products," "toxics," "hazardous chemicals," "extremely hazardous substances," "pesticides" or related materials, as now, in the past, or hereafter defined in any applicable Environmental Law; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, and radon; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

5. "Permits" means all permits, licenses, approvals, registrations, certificates, exemptions, and other similar governmental authorizations, consents or approvals relating to the Property (including without limitation, all pending applications therefore or renewals thereof).

6. "Post-Closing Contamination" shall mean any identified Release of Hazardous Substances relating to post-Closing operations, or otherwise occurring, at or in connection with the Property.

7. "Release" shall mean any release, spill, emission, leaking, seepage, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance on or into the environment or into or out of any property; provided however, that, to the extent an Environmental Law in effect at any time after the Closing Date establishes a meaning for "Release" that is broader than specified herein, such broader meaning shall apply to any "Release" occurring after the Closing Date.

8. "Remediation" shall mean the assessment and/or cleanup of Hazardous Substances that have been Released, or that are threatened to be Released, into the environment and includes but is not limited to, with respect to "assessment," the invasive and non-invasive field and laboratory investigation of soil, sediment, groundwater, surface water, air, other subsurface material, and/or any other environmental media and/or receptacle, structure, building, system, storage tank (or any related components or piping thereof), or facility that may have or have



become contaminated or impacted with or otherwise received or collected any Hazardous Substances and, with respect to "cleanup," the reduction, removal, treatment, control, and/or management of Hazardous Substances that have been Released, or that are threatened to be Released, into the environment so as to reduce, eliminate, treat, control, and/or manage their presence in soil, sediment, groundwater, surface water, air, other subsurface material, and/or any other environmental media and/or receptacle, structure, building, system, storage tank (or any related components or piping thereof), or facility

## **II. Environmental Release**

**NOW, THEREFORE**, for the Property and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned Parties, Wal-Mart hereby makes the following Declaration of Environmental Release covering and running with the Property, as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.
2. Wal-Mart hereby imposes on the Property the following restrictions:
  - a. Murphy, for itself, its successors, assigns and anyone whomsoever claiming by, through or under it (collectively, "Releasors"), hereby immediately and without further performance required by Wal-Mart WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES WAL-MART, and Wal-Mart's parents, subsidiaries and affiliates and their respective officers, directors, employees, agents, successors and assigns (collectively, "Releasees"), from any and all Claims that Murphy (or any Releasor) has or might ever have against any Releasee, in each case whether known or unknown, liquidated or unliquidated, whether based in tort, statute, local ordinance, common law, or contract or otherwise arising out of or in any way related to the Property or Wal-Mart's, any Releasee's or any prior owner's, tenant's or operator's ownership, lease, operation, maintenance, repair or use of the Property, including but not limited to any and all liability of any kind related to or arising out of any of the following:
    - (i) any past, present or future violation of any applicable Environmental Law at or in connection with the Property;
    - (ii) the presence at, on, or under the Property of Hazardous Substances;
    - (iii) the migration of any Hazardous Substances from the Property to any location outside the boundaries of the Property at any time;
    - (iv) all Post-Closing Contamination;
    - (v) the conduct of any Remediation at any time prior to or after the effective date of this Declaration; and



(vi) any claims of any third party with respect to foregoing subsections (i) – (v) of this sentence, including but not limited to any and all obligations of any kind (including, but not limited to, Remediation), with respect to any Hazardous Substances located in, on, at, under, or otherwise in connection with the Property.

3. It is the intention of the Parties that the restrictions contained in this Declaration shall touch and concern the Property, shall run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of Wal-Mart's successors and assigns and to Murphy's successors and assigns, and to any and all parties hereafter having any right, title, or interest in the Property or any part thereof as provided by applicable law. Wal-Mart's successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies if authorized and entitled by applicable law to such relief or remedies. Any forbearance on behalf of Wal-Mart to exercise its rights under this Declaration in the event of the failure of Wal-Mart or its successors and assigns to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of Wal-Mart's rights hereunder. This Declaration shall continue in perpetuity. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration if so authorized by applicable law.

4. This Declaration is being recorded in the Public Records of Shelby County, Alabama, for the particular purpose of placing all owners or occupants; their successors and assigns, upon notice of the provisions herein contained. This Declaration shall: (i) touch, concern, encumber and run with the Property and title thereto in perpetuity; (ii) be binding upon all successor owners of Property; (iii) be enforceable by Wal-Mart, its successors and assigns; and (iv) be modified or terminated only by written agreement executed by the owner of the Property and Wal-Mart, in its sole and absolute discretion, such modification thereafter being recorded in the real estate records of Public Records of Shelby County, Alabama. This Declaration is supported by Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which by the parties supports the Declarations set forth herein and agreed to by Murphy, such agreement being forever binding upon itself, its successors and assigns as set forth herein.

5. In order to ensure the perpetual nature of these restrictions, all future owners of the Property shall reference these restrictions in any subsequent deed of conveyance, including the recording book and page of record of this Declaration; provided, failure to do so shall not in any way effect the validity or enforceability of this Declaration.

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

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**



20080822000338880 6/13 \$52.00  
Shelby Cnty Judge of Probate, AL  
08/22/2008 01:43:52PM FILED/CERT

IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 21<sup>st</sup> day  
of Jan, 2008.

WAL-MART STORES, INC., a Delaware  
corporation

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

Approved as to legal terms only by:

[Signature]  
Wal-Mart Legal Department  
Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

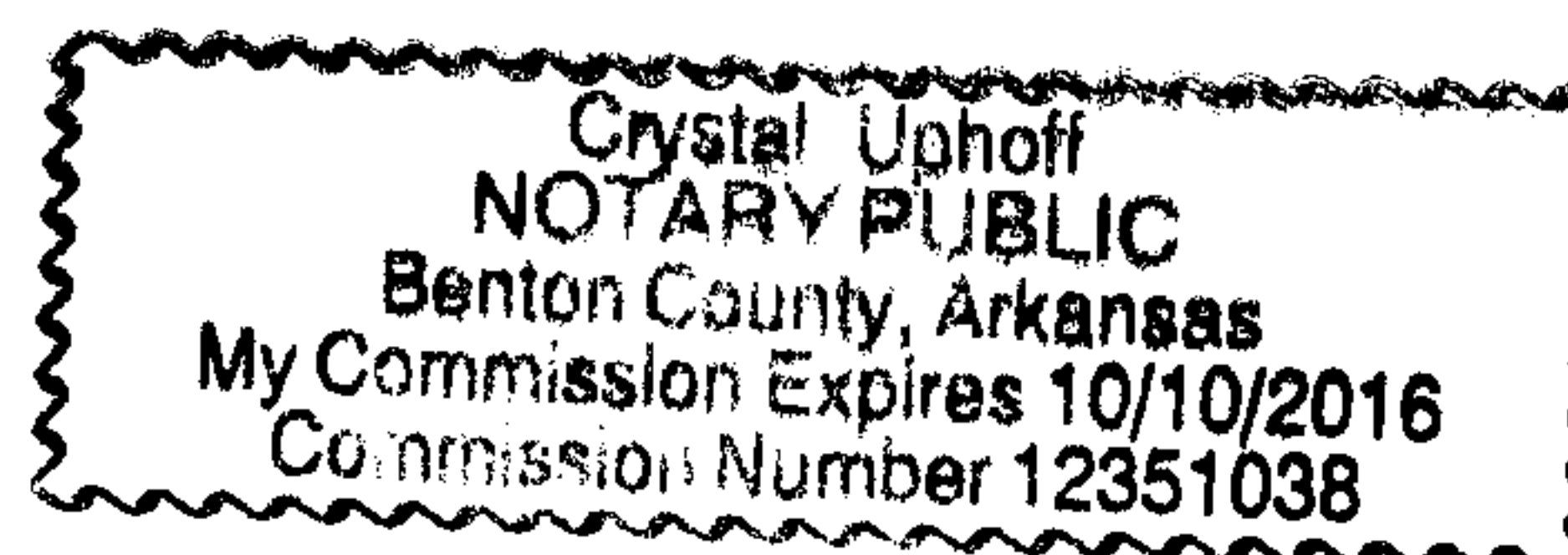
STATE OF ARKANSAS  
COUNTY OF BENTON

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  
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 28 day of January, 2008.

[Signature]  
Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)





IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 28 day  
of Jan, 2008.

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

By: Roy Covert  
Roy Covert, Director of Fueling Station  
Development

**ACKNOWLEDGEMENT**

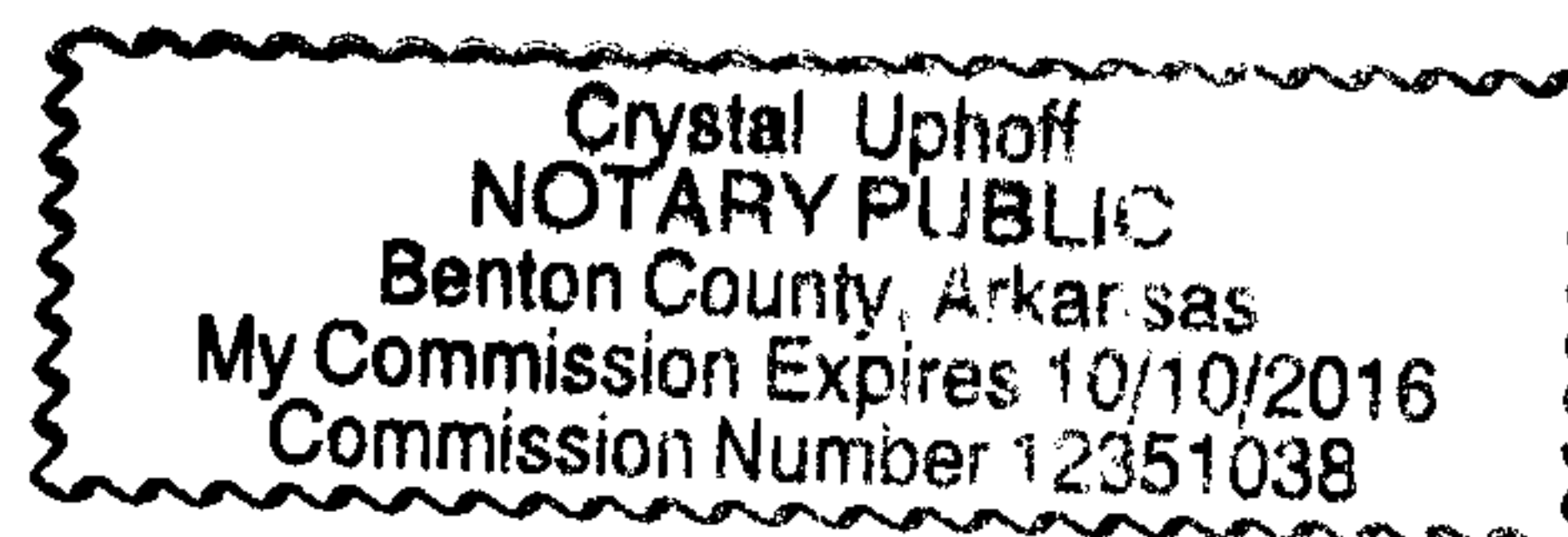
STATE OF ARKANSAS  
COUNTY OF BENTON

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 28 day of January, 2008.

Crystal Uphoff  
Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 29<sup>th</sup> day  
of Jan, 2008.

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**

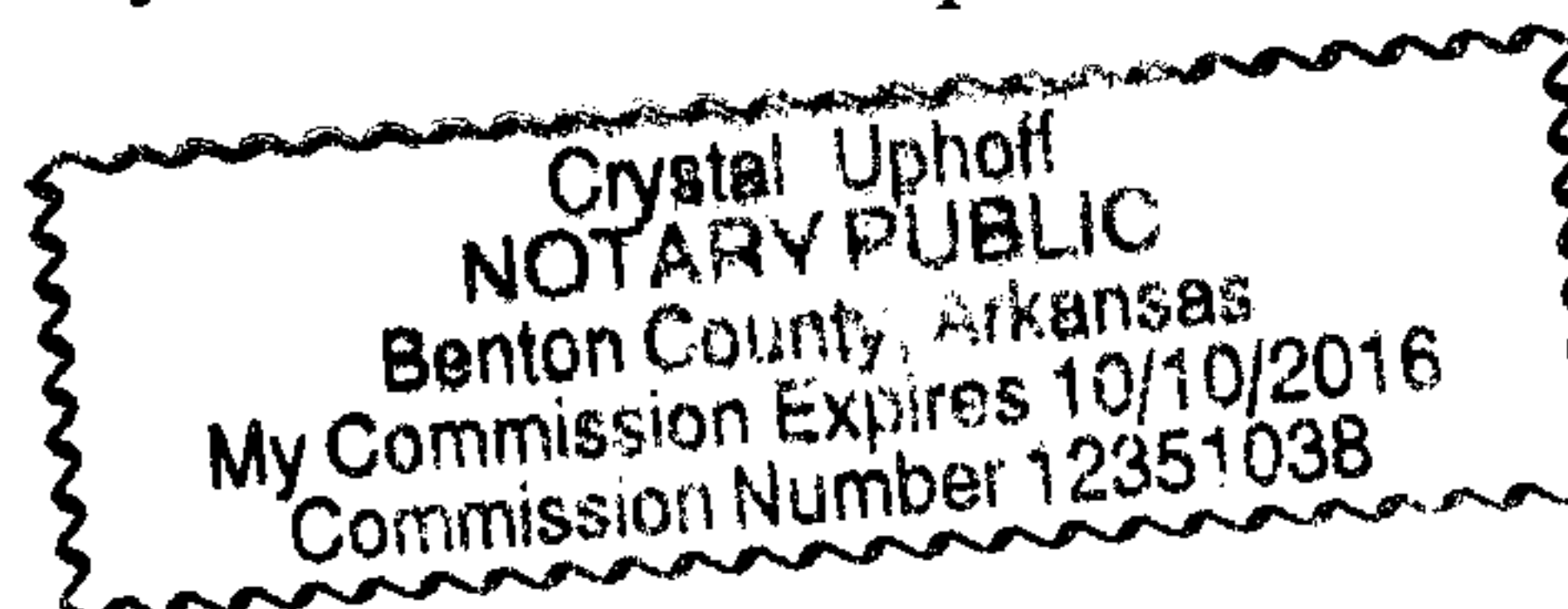
STATE OF ARKANSAS  
COUNTY OF BENTON

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 limited liability company and  
said limited partnership 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, Wal-Mart has executed this Declaration, this 29<sup>th</sup> day  
of Jan, 2008.

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

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

**ACKNOWLEDGEMENT**

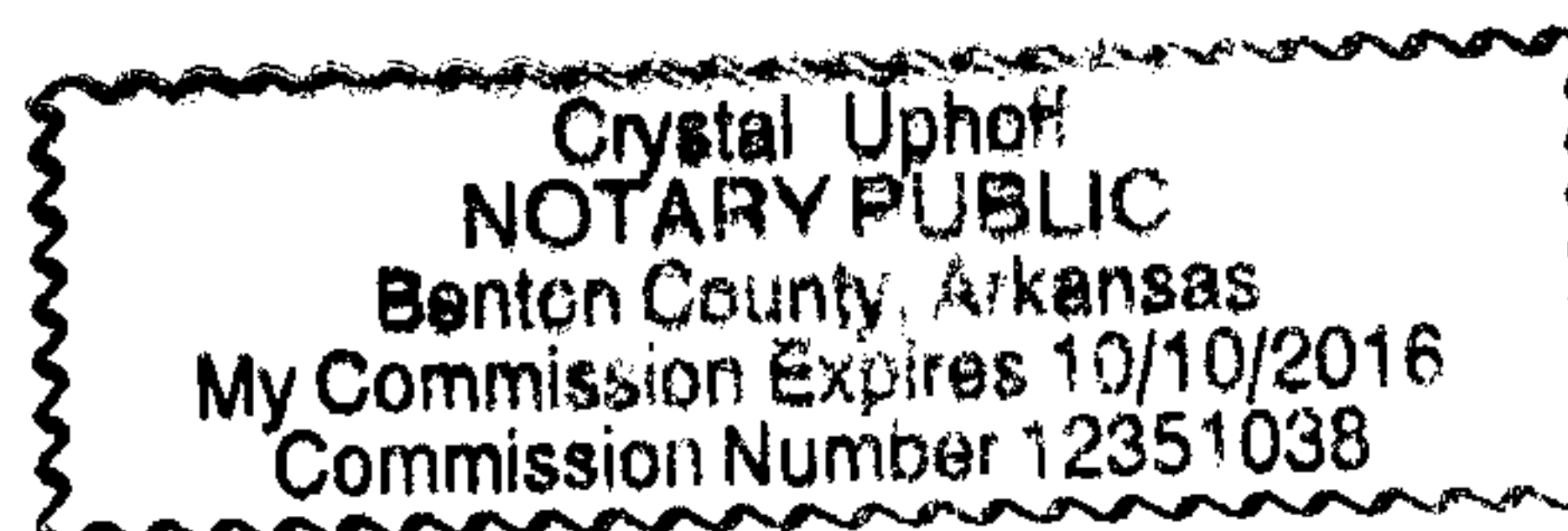
STATE OF ARKANSAS  
COUNTY OF BENTON

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 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 28 day of January, 2008.

[Signature]  
Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 29<sup>th</sup> day  
of September, 2008.

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

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

**ACKNOWLEDGEMENT**

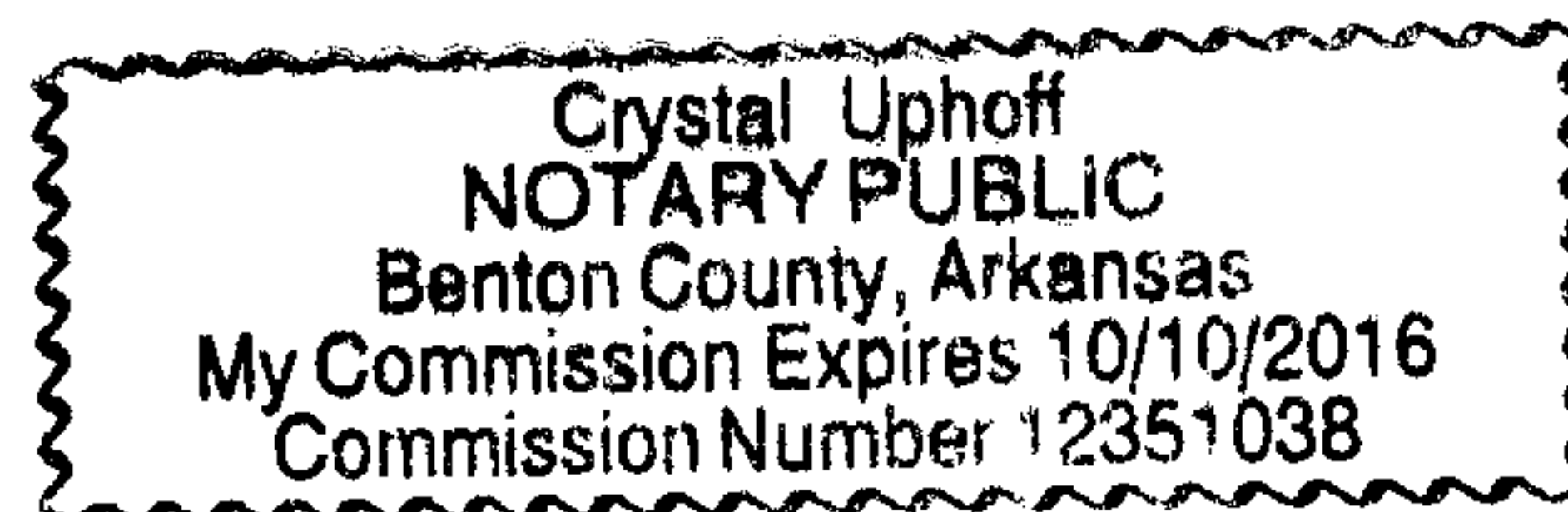
STATE OF ARKANSAS  
COUNTY OF BENTON

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  
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 limited liability company on  
the day the same bears date.

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

[Signature]  
Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)





IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 29<sup>th</sup> day  
of Jan, 2008

WAL-MART STORES TEXAS, LLC, a  
Delaware limited liability company

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

**ACKNOWLEDGEMENT**

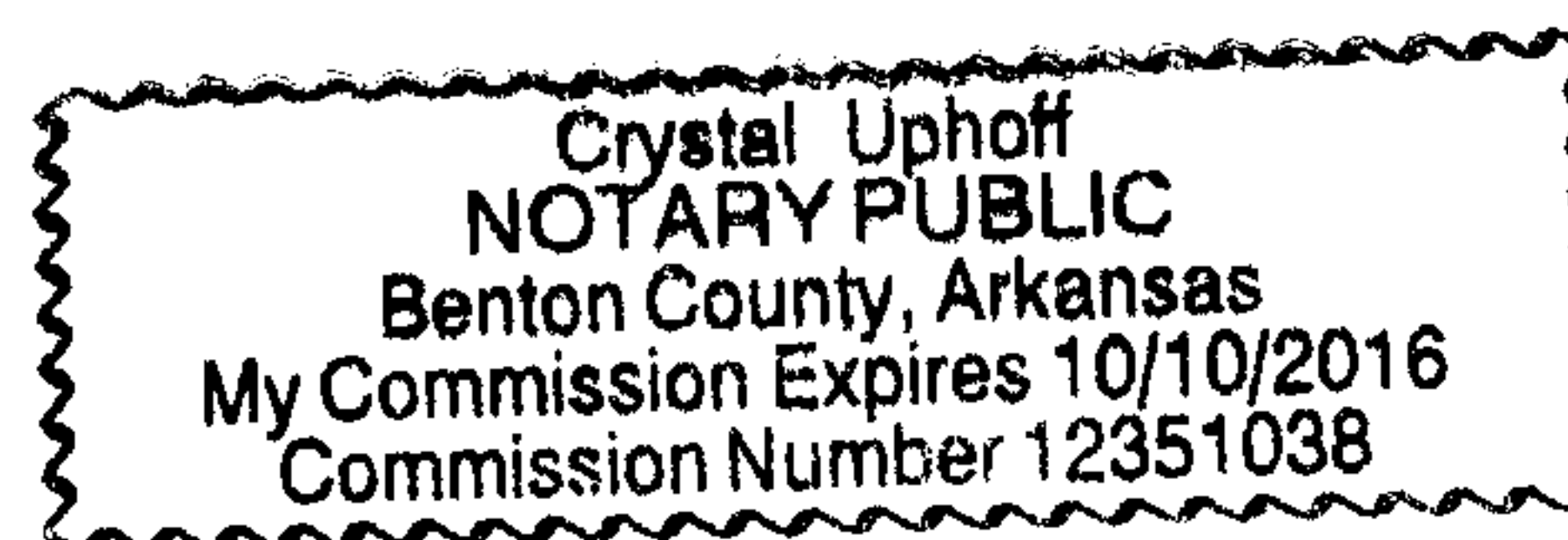
STATE OF ARKANSAS  
COUNTY OF BENTON

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 Texas, 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 limited liability  
company on the day the same bears date.

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

[Signature]  
Notary Public  
My Commission Expires:

(AFFIX NOTARY SEAL)



IN WITNESS WHEREOF, Murphy Oil USA, Inc., has executed this Declaration,  
this 8 day of January, 2008.

Signed, sealed, and delivered in the presence of:

BY:

MURPHY OIL USA, INC., a Delaware  
corporation

By: Charles Ganus  
Charles Ganus, Senior Vice President

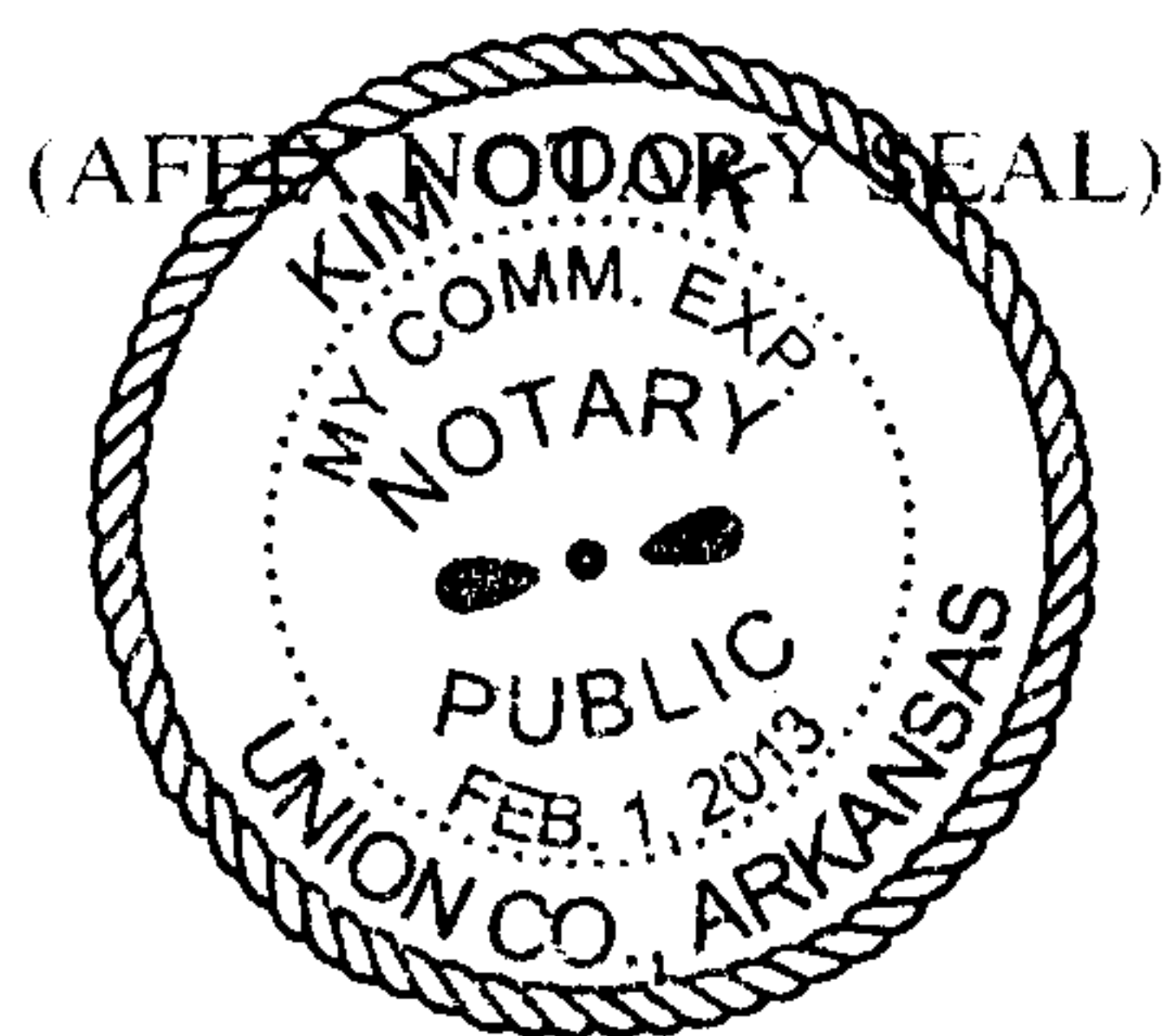
**ACKNOWLEDGEMENT**

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







20080822000338880 13/13 \$52.00  
Shelby Cnty Judge of Probate, AL  
08/22/2008 01:43:52PM FILED/CERT

## EXHIBIT A

### Legal Description Attached

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.*