

This document prepared by:

J. Cliff McKinney, Esq.
QUATTLEBAUM, GROOMS,
TULL & BURROW PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201

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, Alabama

Wal-Mart Store # 3271

Murphy Store # 6694

LEASE TERMINATION AGREEMENT

This **LEASE TERMINATION AGREEMENT** (this "Agreement") is entered into as of Jan 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 (formerly known as 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, 2010 [date of conveyance or termination] 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 any and 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 Removed 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 interest 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

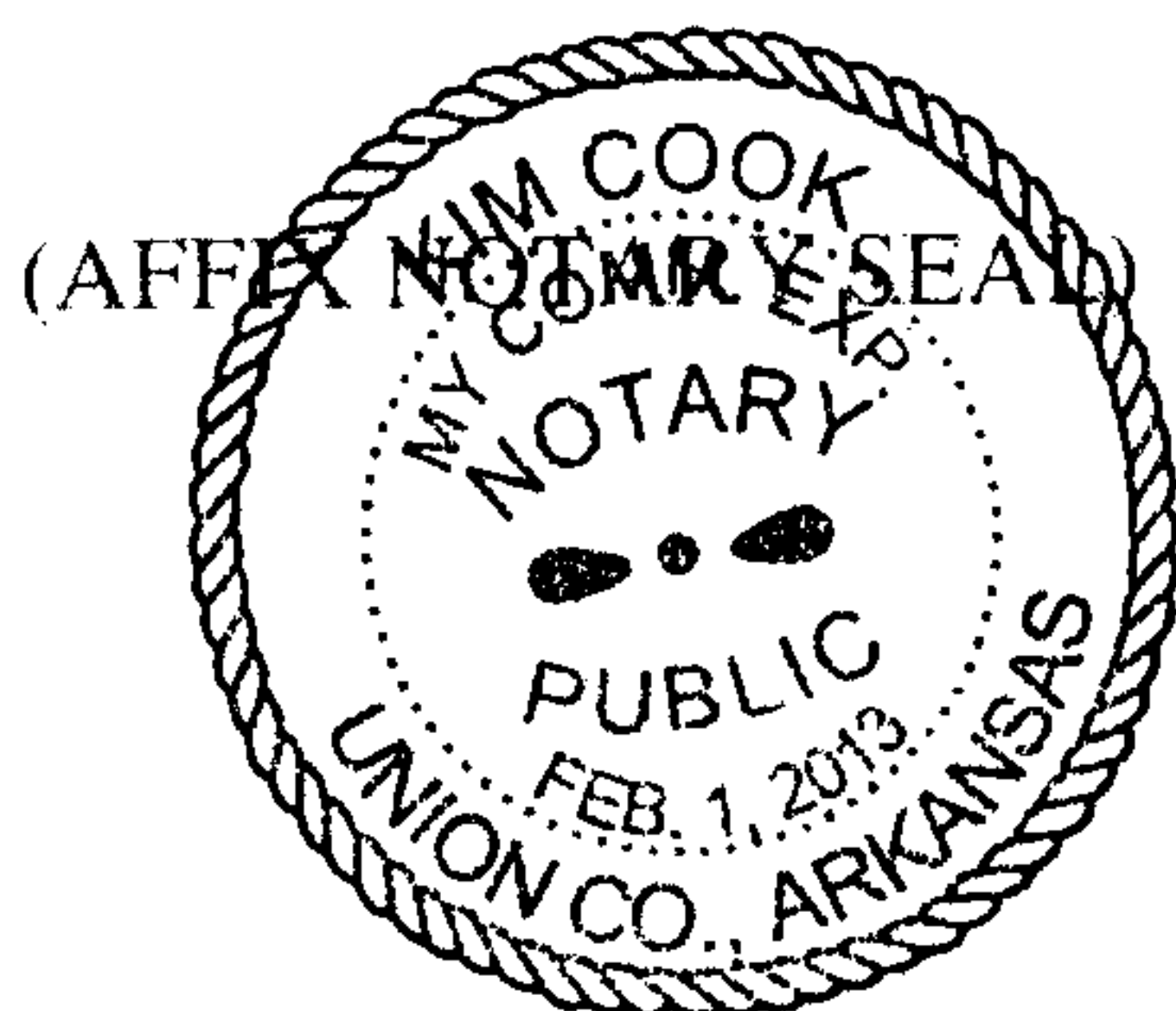
ACKNOWLEDGEMENT

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 8 day of January, 2008.

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

~~Approved as to legal terms only by:~~

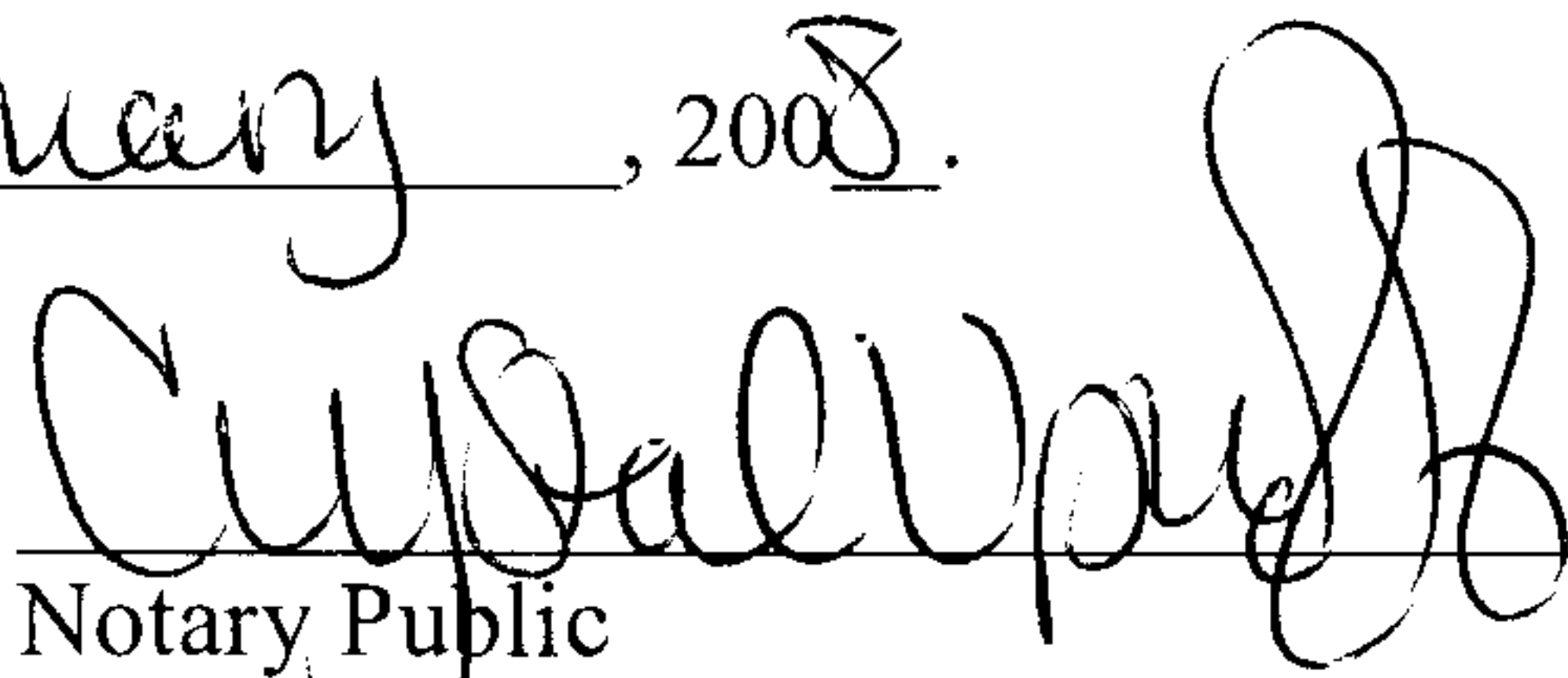
~~Wal-Mart Legal Department
Date: _____~~

ACKNOWLEDGEMENT

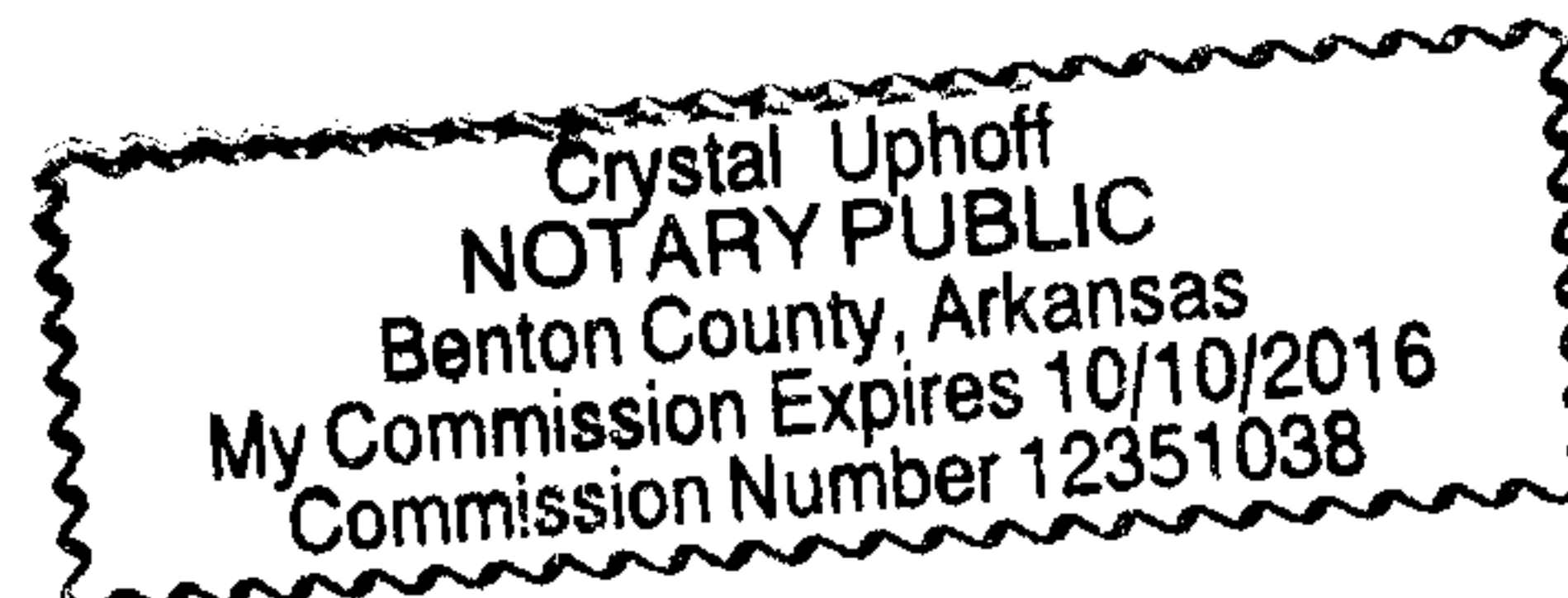
STATE OF ARKANSAS
COUNTY OF BENTON

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 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.


Notary Public
My Commission Expires:

(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

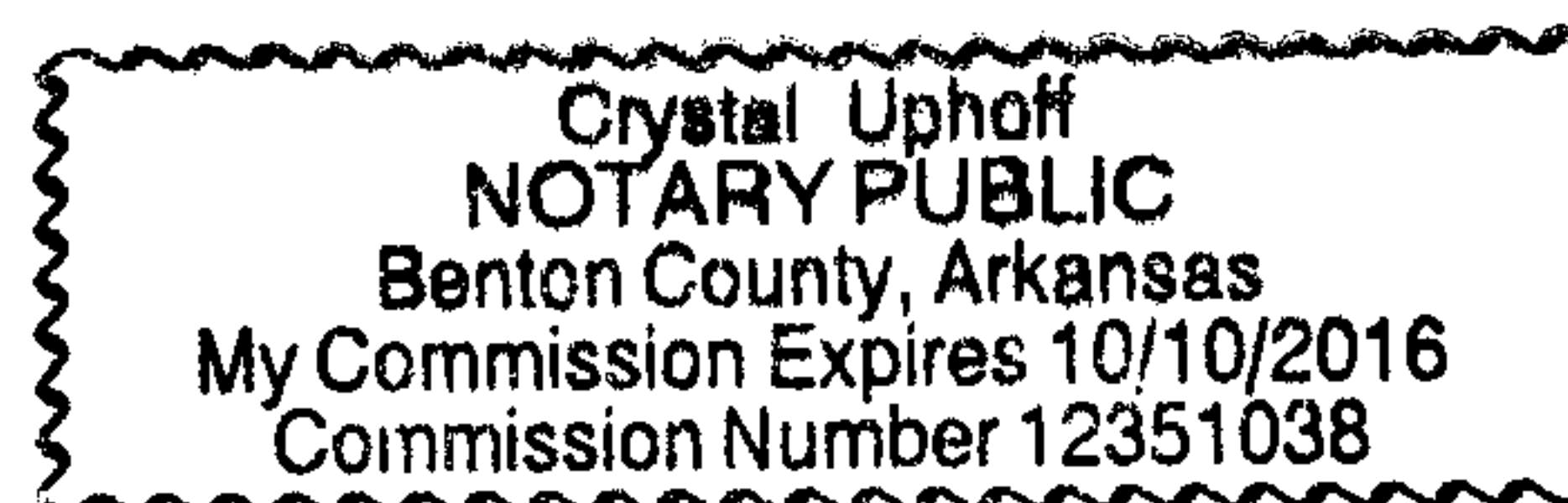
STATE OF ARKANSAS
COUNTY OF BENTON

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 28 day of January, 2008.


Notary Public
My Commission Expires:

(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

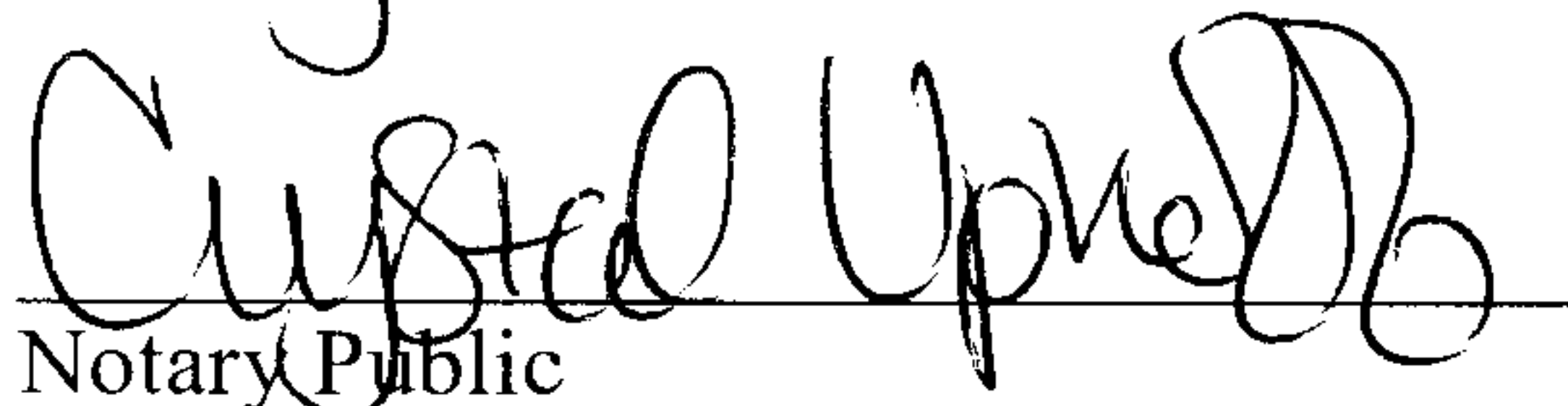
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

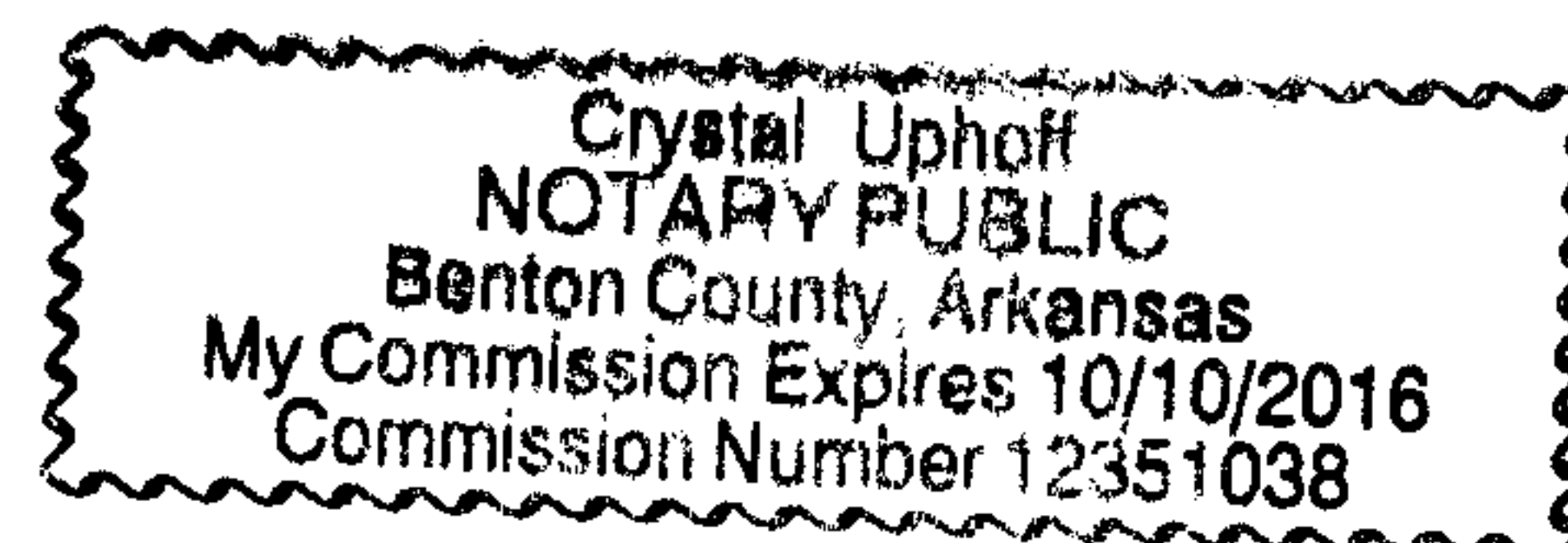
I, the undersigned authority, a Notary Public in and for said County and State, hereby
certify that Roy Covert, whose name as Director of Fueling Station Development of WSE
Management, LLC, a Delaware limited liability company and general partner of Wal-Mart Stores
East, LP, a Delaware limited partnership,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

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


Notary Public

My Commission Expires:

(AFFIX NOTARY SEAL)



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

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

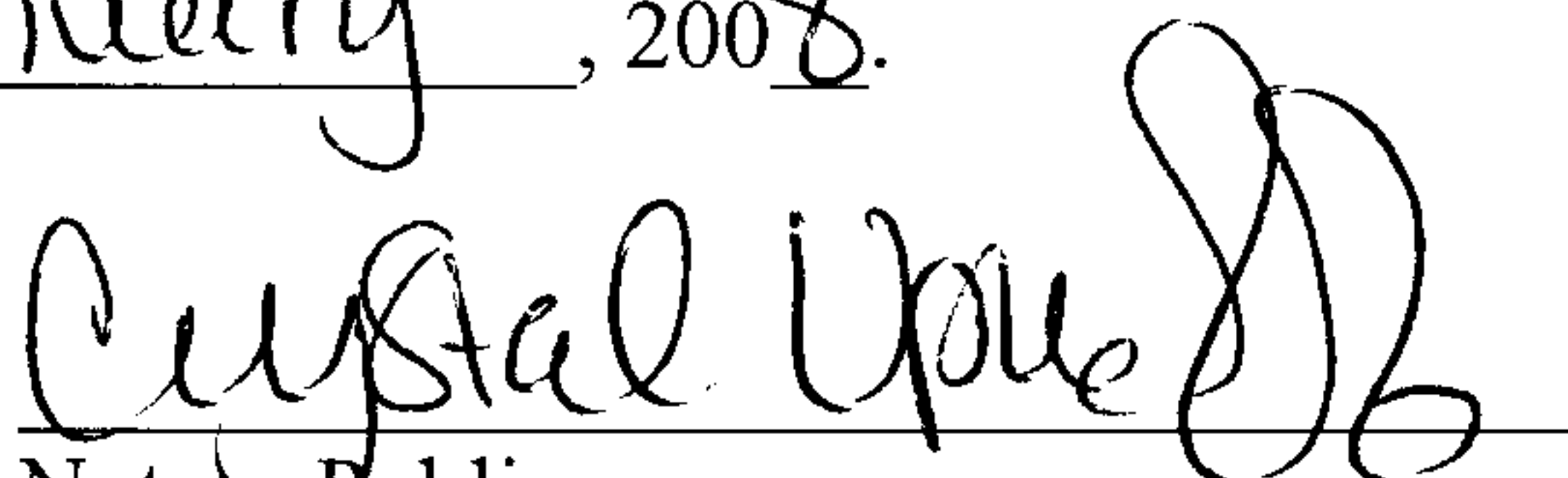
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

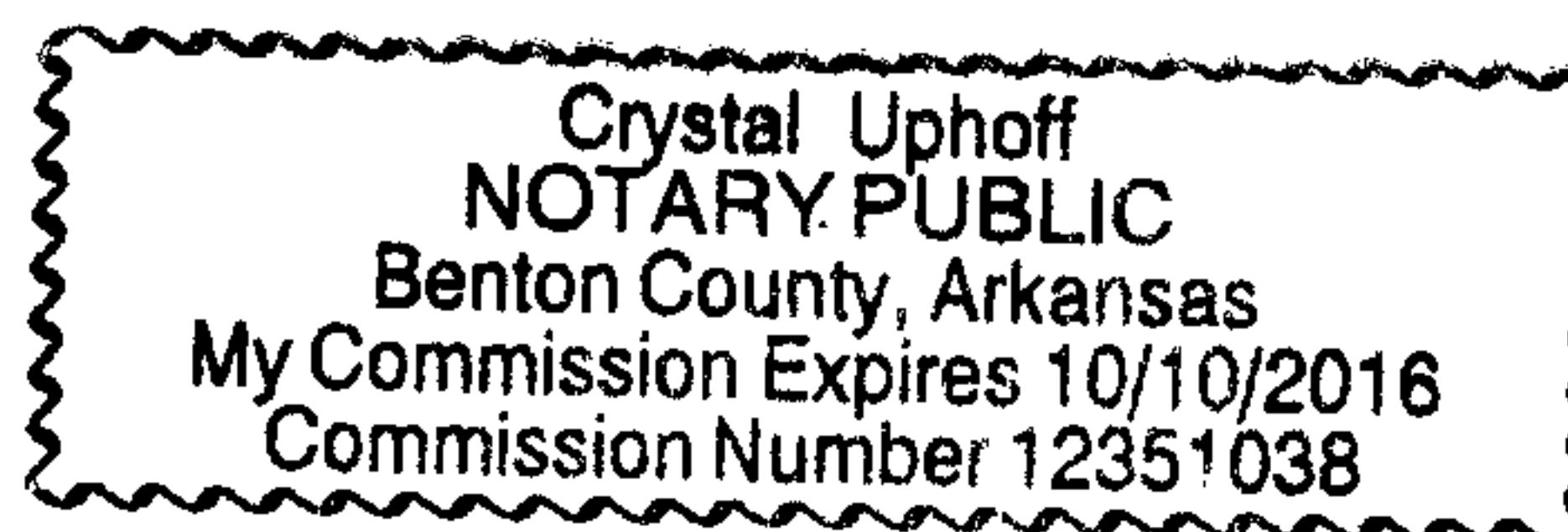
STATE OF ARKANSAS
COUNTY OF BENTON

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 28 day of January, 2008.


Notary Public
My Commission Expires:

(AFFIX NOTARY SEAL)



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

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

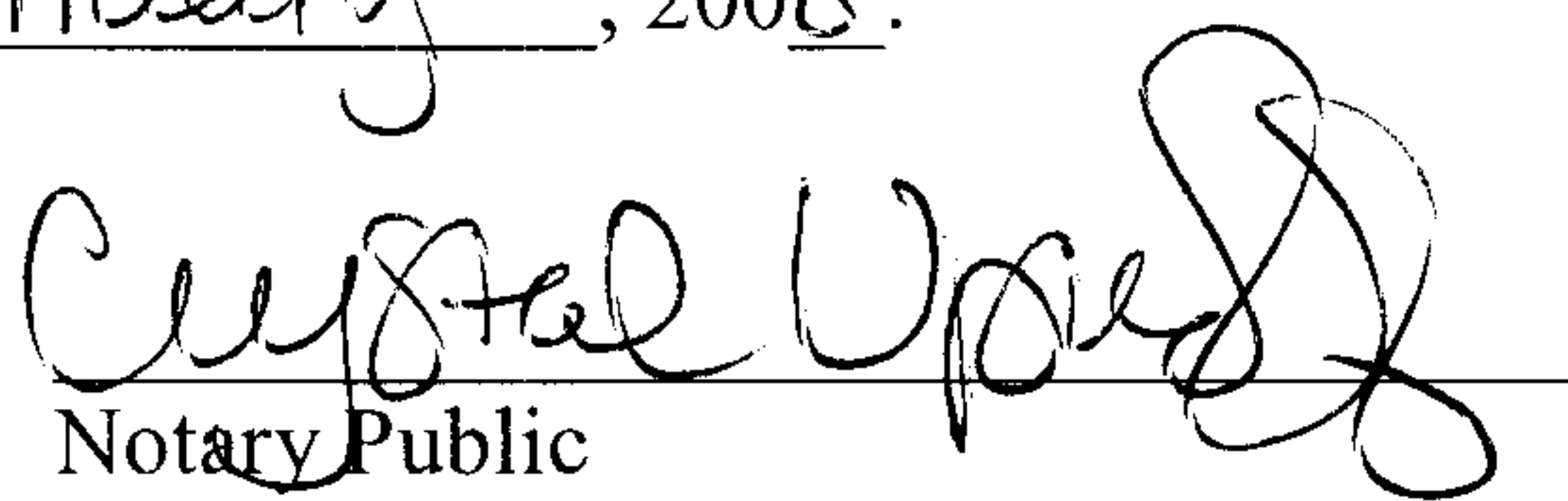
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

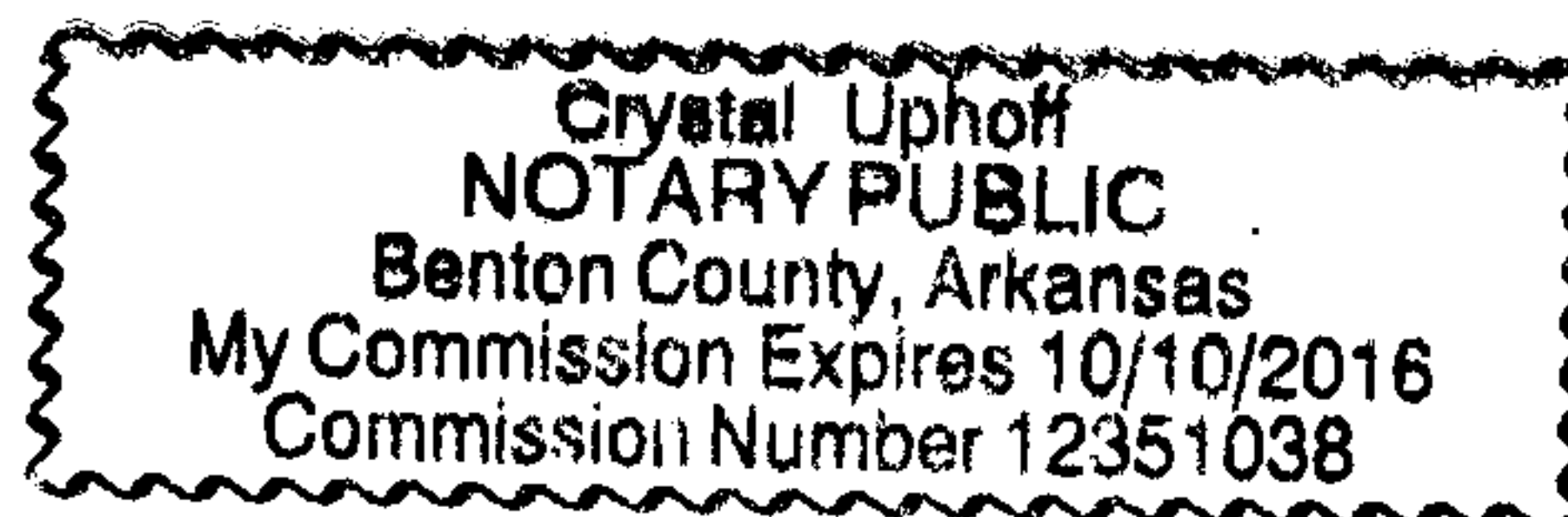
STATE OF ARKANSAS
COUNTY OF BENTON

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 limited liability company on the day the same bears date.

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


Notary Public
My Commission Expires:

(AFFIX NOTARY SEAL)



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

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

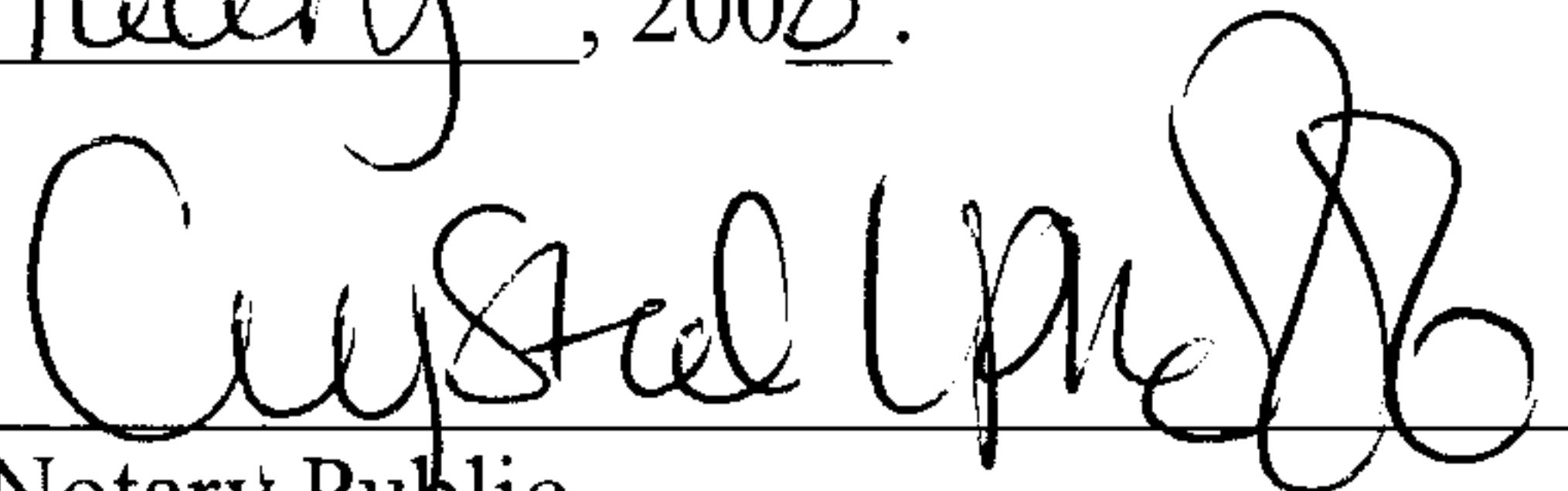
By: 
Roy Covert, Director of Fueling Station
Development

ACKNOWLEDGEMENT

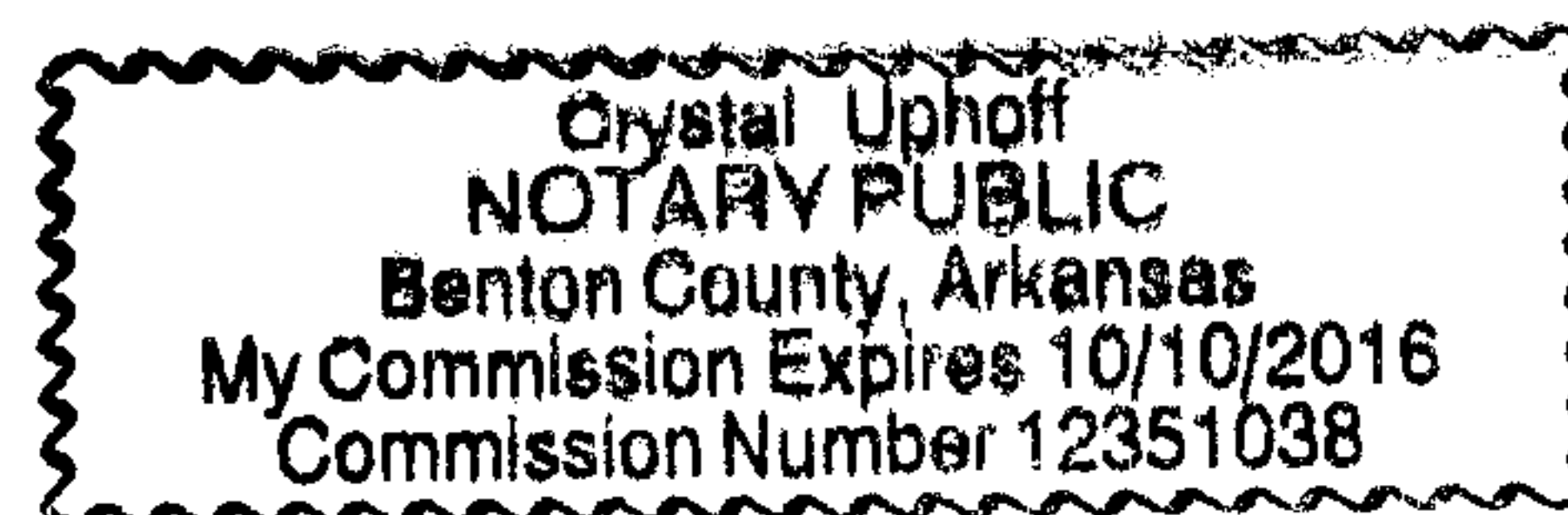
STATE OF ARKANSAS
COUNTY OF BENTON

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 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.


Notary Public
My Commission Expires:

(AFFIX NOTARY SEAL)





20080822000338890 10/10 \$43.00
Shelby Cnty Judge of Probate, AL
08/22/2008 01:43:53PM FILED/CERT

EXHIBIT A

Wal-Mart Store # 3271

Murphy Oil # 6694

Calera, Alabama

DESCRIPTION OF REMOVED PREMISES

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.