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Shelby Cnty Judge of Probate, AL
03/24/2015 01:08:59 PM FILED/CERT

Above Space for Recorder's Use:

Prepared by:
~~When recorded return to:~~

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Jennifer Clark, Assistant General Counsel
Tel: (479) 204-0733
1978008898

AFTER RECORDING, RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: D. CARTER

ENVIRONMENTAL INDEMNIFICATION AND RELEASE AGREEMENT

This **ENVIRONMENTAL INDEMNIFICATION AND RELEASE AGREEMENT** (this "Agreement") is entered into as of January 30, 2015 ("Effective Date"), by **MURPHY OIL USA, INC.**, a Delaware corporation with an address of 200 Peach Street, El Dorado, AR 71730 ("Murphy") for the benefit of **WAL-MART STORES, INC.**, a Delaware corporation, with an address of 702 SW 8th St., Bentonville AR 72716, and its affiliates, and the successors and assigns of any of the foregoing (collectively, "Wal-Mart").

Preliminary Statements

A. Wal-Mart, directly or through one or more of its wholly-owned subsidiaries, owns and operates retail stores under the name of "Wal-Mart" and "Wal-Mart SuperCenter" throughout the United States. The stores are located on parcels of land owned or leased by Wal-Mart Stores, Inc. or one or more of its wholly-owned subsidiaries. References to "Wal-Mart" in this Agreement 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.

B. Murphy is a petroleum products refiner and marketer who is in the retail gasoline, convenience store and car wash business.

C. Pursuant to that certain Special Warranty Deed from Wal-Mart Real Estate Business Trust to Murphy, dated as of the date hereof and recorded contemporaneously herewith, Murphy is the owner of that certain real property located in Shelby County, Alabama, being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes (the "Property").

D. As additional consideration for the conveyance of the Property, Murphy has agreed to execute and deliver this Agreement regarding certain environmental matters with respect to the Property, including but not limited to indemnification and release of Wal-Mart and remediation of any Release, as defined herein, relating to the Property or Murphy's operations thereon, all of such matters being more particularly set forth in this Agreement.

E. This Agreement provides the parties' agreement as to the rights, obligations, terms and conditions with respect to environmental conditions at the Property.

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

Definitions

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

"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.

"Fair Market Value" means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

definition is the consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby: (i) buyer and seller are typically motivated; (ii) both parties are well informed or well advised, and each acting in what he considers his own best interest; (iii) a reasonable time is allowed for exposure in the open market; (iv) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (v) the price represents a normal consideration for the property sold, unaffected by special or creative financing or sale concessions granted by anyone associated with the sale.

“Governmental Authority” means any local, regional, state, or federal government organization, department, entity, commission, board, bureau, subdivision, agency or authority thereof, whether foreign or domestic.

“Hazardous Substances” means: (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.

“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).

“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.

“Release” means 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 date of this Agreement establishes a meaning for “Release” that is broader than specified herein, such broader meaning shall apply to any “Release” occurring after the date of this Agreement.

“Remediation” means 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.

Article I: Remediation and Responsibilities

1.1 Murphy's Environmental Liabilities. From and after the Closing Date, Murphy shall be solely responsible for all costs, expenses, assessments, fines, penalties, fees, liabilities (to third parties or otherwise), obligations, claims, orders, decrees, and judgments with regards to Post-Closing Contamination, including, but not limited to the following matters: (i) any claim or liability related to the environmental condition of the Property which was caused by Murphy, its invitees, or any third party not affiliated with Wal-Mart, whether known or unknown as of the date hereof; (ii) the handling and offsite transportation and disposal after Closing of any waste material, including but not limited to any waste material containing Hazardous Substances (if any), at or in connection with the Property; (iii) any notice of violation issued to Murphy by any Governmental Authorities related to the Property or operation of the Property and the negotiation and final resolution of any such notice of violation; and (iv) all litigation and enforcement proceedings involving Murphy or any of its affiliates with respect to the environmental condition of the Property or operation of the Property.

1.2 Murphy's Covenant to Remediate Environmental Matters.

1.2.1 Remediation of the Property. Subject to the terms and conditions of this Agreement, Murphy hereby covenants to Remediate any Release at the Property occurring from and after the Closing Date of to the extent required by Environmental Laws and Governmental Authorities. Such Remediation may utilize any engineering control and institutional control that is previously approved by an Applicable Governmental Authority (as hereinafter defined), subject, however, to the limitation that no such engineering control and/or institutional control shall be applicable to, or otherwise impact or burden, any Off-Site Wal-Mart Tract (as hereinafter defined) unless a proper request is made by Murphy and granted by Wal-Mart pursuant to paragraph 1.2.2 herein and all other applicable criteria as set forth in paragraph 1.2.2 herein are met. For purposes of this Agreement, the term Applicable Governmental Authority means any Governmental Authority with the ability and/or authority to invoke environmental regulatory jurisdiction over the Release, either on its own volition or as a result of being petitioned or requested to do so by a party to this Agreement or any third party. The Remediation procedures discussed in this subparagraph as supplemented by subparagraph 1.2.2 shall hereinafter be referred to as the "Property Remediation Protocol."

1.2.2 Remediation of Off-Site Wal-Mart Tracts. Any Release of a Hazardous Substance occurring from and after the Closing Date that originates on the Property and migrates to and/or otherwise contaminates and/or impacts the soil, groundwater and/or any other physical or operational feature or aspect of property owned, leased, possessed, or otherwise operated by Wal-Mart (hereinafter referred to as an "Off-Site Wal-Mart Tract") must be Remediated by Murphy by utilizing the standards promulgated or determined by any Applicable Governmental Authority that provide for unrestricted residential use and/or unrestricted residential development (hereinafter referred to as the "Non-Property Remediation Standard") and ensuring that, after the Remediation is concluded, no concentrations of any such Hazardous Substance above any Non-Property Remediation Standard remain at or otherwise impact the Off-Site Wal-Mart Tract and that the Closure Letter (as hereinafter defined) that is issued fully resolves the release of such Hazardous Substance as it pertains to the Off-Site Wal-Mart Tract. By way of clarification and not limitation, Murphy may not propose the use of or otherwise use any engineering or institutional controls in conducting Remediation at any Off-Site Wal-Mart Tract. Notwithstanding anything to the contrary in this section, Murphy may seek to obtain a Closure Letter (as hereinafter defined) by recording a deed restriction prohibiting the use of groundwater for drinking water purposes if and only if (i) the Off-Site Wal-Mart Tract in question is already serviced by a municipal water system and there are no private wells in use by Wal-Mart or third parties that would be impacted by allowing Murphy to forego Remediation of groundwater as contemplated by the deed restriction and (ii) Wal-Mart gives its consent to the form and content of the deed restriction, which Wal-Mart may withhold in its

reasonable discretion. Any such approval must be issued in writing. Any and all documents, including any form of correspondence, plans or reports to be submitted to an Applicable Governmental Authority regarding the Release or any private third party who has made a claim with respect to the Release related to an Off-Site Wal-Mart Tract must first be submitted to Wal-Mart in draft format for Wal-Mart's review and approval, which approval Wal-Mart may withhold in its sole discretion. Should Wal-Mart not respond to any draft correspondence in writing within ten business days, Wal-Mart shall be deemed to have given its approval (other than with respect to the use of engineering or institutional controls or the waiver of any Non-Property Remediation Standard, approval of all or any of which must be issued in writing by Wal-Mart notwithstanding the time limitation set forth in this sentence). Wal-Mart must be given reasonable opportunity, hereby deemed to be no less than five (5) business days prior written notice, to participate in any telephonic conversations or in-person meetings with (i) any Applicable Governmental Authority regarding any environmental matter related to an Off-Site Wal-Mart Tract, including any Existing Environmental Matter associated with, or Remediation conducted at, an Off-Site Wal-Mart Tract or (ii) any private third party who has made a claim or demand relating to, in connection with, or otherwise arising out of same. Where an applicable statute, regulation, or ordinance has established a shorter timeframe than five (5) business days to initiate a telephonic conversation or in-person meeting with an Applicable Governmental Authority and after making a reasonable but unsuccessful attempt to notify Wal-Mart in advance thereof so as to allow for Wal-Mart to participate, Murphy shall within three (3) business days provide written notice to Wal-Mart of any such conversation and/or meeting along with a summary of the matters discussed. The Remediation procedures discussed in this sub-paragraph shall hereinafter be referred to as the "Off-Site Wal-Mart Tract Remediation Protocol."

1.2.3 Limited Ability to Remediate Soil By Utilizing Commercial Clean-up Criteria. Notwithstanding anything to the contrary set forth in sections 1.2.1 and 1.2.2, Murphy may, as of right, seek a Closure Letter for an Applicable Governmental Authority at an Off-Site Wal-Mart Tract where Murphy can demonstrate to Wal-Mart's reasonable satisfaction that the difference in obtaining a Closure Letter pursuant to commercial clean-up criteria and residential clean-up criteria is equal to or greater than five hundred thousand dollars (\$500,000.00). Nothing in this paragraph shall be construed as expanding or limiting Murphy's right or inability to utilize any engineering or institutional controls as otherwise provided for under this Agreement in the conduct of Remediation or in furtherance of a Closure Letter.

1.2.4 Standard of Care; Timeliness. Murphy shall perform or cause to be performed all Remediation with due care, diligence and in a good, safe and workmanlike manner, in compliance with all applicable Environmental Laws and Legal Requirements. Any contractor engaged by Murphy in connection with same shall be properly licensed and experienced and insured. Murphy shall resolve each Release or any other obligation arising out of this Agreement in a reasonably expeditious manner. All Remediation required under this Agreement will be diligently pursued by Murphy; provided, further, at least once every ninety (90) days after Murphy obtains notice of any Release, that Murphy must provide Wal-Mart written reports of Murphy's progress in conducting Remediation. Any Remediation of a Release, or the satisfaction of any other obligation arising under this Agreement, by a third party shall be in full compliance with the provisions of this Agreement.

1.3 Notice of Discovery or Confirmation of a Release, or Other Material Environmental Incident. Murphy must provide verbal and written notice to Wal-Mart within twenty-four (24) hours of discovery or confirmation by Murphy of a Release of a Hazardous Substance in violation of Environmental Law, or any other incident or circumstance giving rise to a statutory or regulatory obligation to initiate Remediation (hereinafter a "Notice Matter"). Written notice must include a description of (i) the nature of the Notice Matter; (ii) if possible, the approximate date that the Notice Matter occurred; (iii) whether appropriate disclosure of the Notice Matter, if any is required, has been made to the Governmental Authorities; and (iv) the nature of the actions taken to abate and otherwise respond to the Notice Matter. Verbal notice shall be given by contacting the Wal-Mart Emergency Operations Center at (479) 273-

4600. Written notice shall be delivered by facsimile or overnight mail to: Director of Asset Management, Sam M. Walton Development Complex, 2001 S. E. 10th Street, Bentonville, AR 72716-0550; facsimile (479) 273-6521.

1.4 Stipulated Emergency Response. Notwithstanding any other provision of this Agreement and unless applicable law imposes stricter requirements, in which case such stricter requirements shall be complied with, within forty-eight (48) hours of discovery of any Release that occurs at the Property after the effective date of this Agreement where such Release has been caused by Murphy or Murphy's agents, employees, or invitees or has otherwise arisen out of or in connection with any aspect of Murphy's operations or business, Murphy must remove and properly dispose of (i) any free floating product that has impacted any groundwater, stormwater, or surface water at the Property and/or an Off-Site Wal-Mart Tract and (ii) all soil, sediment, 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 at the Property and/or an Off-Site Wal-Mart Tract that have become saturated with any regulated substance as a result of the Release (the "Stipulated Emergency Response"). Murphy shall engage a properly licensed and insured contractor to conduct the Stipulated Emergency Response. Verbal and written notice of the Release giving rise to the Stipulated Emergency Response shall be provided to Wal-Mart as set forth at section 1.2. of this Agreement. Nothing in this section 1.4 shall be considered a limitation on any other obligation that Murphy may have under this Agreement.

1.5 Obligation to Share Regulatory Related Correspondence and Reports. To the extent not already required by this Agreement, any and all reports, correspondence, or other written materials filed with or received from any Applicable Governmental Authority shall be provided to Wal-Mart within three (3) business days of filing or receipt.

1.6 Closure Letter and Certification of Resolution. To the extent that an obligation to conduct Remediation arises under this Agreement, including but not limited to with respect to any Release, such obligation to conduct Remediation shall not be discharged until such time as Murphy obtains a written statement of "no further action" from the Applicable Governmental Authority (a "Closure Letter"). At such time, Murphy shall certify to Wal-Mart that it has successfully concluded the required Remediation and provide with such certification a copy of the Closure Letter (the "Certification of Resolution"). The Certification of Resolution shall include, at a minimum, identification of the matter giving rise to Murphy's obligation to conduct Remediation, a summary of the Plans and Specifications undertaken to effectuate same, and a statement that no further action with respect to the subject matter is required in order to comply with Murphy's obligations under this Agreement. The Certification of Resolution shall be issued by an environmental consultant agreed upon by Wal-Mart and Murphy and hired by Murphy and must be prepared, for reliance purposes, for the benefit of Wal-Mart and Murphy.

1.7 Acknowledgment of Resolution. If Wal-Mart concludes that a Certification of Resolution has been issued in error, Wal-Mart shall notify Murphy of such within sixty (60) days after receipt of such Certification of Resolution. Any objection shall be delivered in writing to Murphy pursuant to the Notice provisions below.

If no timely objection is made, Wal-Mart shall be deemed to have acknowledged that the Certification of Resolution is valid as of the date thereof. Notwithstanding disposition of any matter reflected by a Certification of Resolution as described in this section, Murphy's indemnification obligations continue in full force and effect. Furthermore, to the extent that any Applicable Governmental Authority reopens or rescinds a Closure Letter with respect to any matter that was deemed resolved pursuant to sections 1.6 and 1.7 of this Agreement, Murphy shall again have an affirmative obligation to pursue a Certification of Resolution as set forth in this Agreement.

1.8 Contamination. In the event any Release of Hazardous Substances relating to operations from and after the Closing Date, or otherwise occurring, at or in connection with the Property from and after the Closing Date is identified ("Contamination"), Murphy shall be responsible for the Remediation of Contamination in accordance with the Property Remediation Protocol. To the extent that Contamination relates to an Off-Site Wal-Mart Tract, the corresponding Remediation Protocols, as set forth in section 1.2.2 shall apply.

1.9 Wal-Mart's Remedy for Murphy's Default. If an event of Murphy's default under this Agreement occurs, Wal-Mart shall have the right to give Murphy notice of the event of default ("Notice of Default"). Murphy shall have forty-five (45) days after receipt of the Notice of Default to cure the default. If cure is not effected within the time provided, Wal-Mart shall have the right to elect one of the following remedies by written notice to Murphy ("Notice of Election"):

(a) Wal-Mart may perform (but shall not be obligated to perform) that portion of the Remediation, in a manner consistent with Plans and Specifications prepared by Murphy and approved or deemed approved by Wal-Mart (if any), that is in default and obtain reimbursement for the cost from the Murphy; under this election, Murphy remains obligated to perform all Remediation not the subject of the Notice of Election; or in the event Wal-Mart elects to perform any portion of Remediation, Murphy hereby grants to Wal-Mart a temporary construction easement to enter the Property for the purpose of performing the Remediation, such temporary construction easement shall terminate upon the completion thereof.

(b) Wal-Mart may pursue any and all other rights or remedies available to Wal-Mart under applicable law, including but not limited to, the remedy of specific performance against Murphy.

Article II: Indemnification

2.1 From and after the Closing Date, Murphy, for itself, its employees, successors, assigns and anyone whomsoever claiming by, through or under it (collectively, "Indemnitors"), hereby INDEMNIFIES AND AGREES TO DEFEND AND HOLD WAL-MART AND WAL-MART'S PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") HARMLESS from and against any and all Claims that may be asserted or imposed against Wal-Mart (or any Indemnitee) or losses, liabilities, fines, penalties, charges, costs, and expenses that Wal-Mart (or any Indemnitee) may incur from and after the date of this Agreement, whether based in tort, statute, local ordinance, common law, or contract, related to, in connection with, or otherwise arising out of the following: (i) any future violation of any applicable Environmental Law at or in connection with the Property; (ii) the presence at, on, or under the Property of any Hazardous Substances, but only such Hazardous Substances that relate to Post-Closing Contamination and activities caused by Murphy; (iii) the migration of any Hazardous Substances related to Post-Closing Contamination from the Property to any location outside the boundaries of the Property; (iv) all Post-Closing Contamination; (v) the conduct of any Remediation at any time after the Closing Date related to Post-Closing Contamination; (v) the breach of any provision of this Agreement; and (vi) any claims of any third party with respect to foregoing subsections (i) - (vi) of this sentence.

2.2 Commencing on the three (3) year anniversary of the Closing Date, Indemnitors, hereby INDEMNIFIES AND AGREES TO DEFEND AND HOLD WAL-MART AND WAL-MART'S PARENTS, SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, from any and all claims that Indemnitors has or might ever have against Indemnitees (except for such claim or claims which accrued prior to the Closing Date and which are pending prior to the three (3) year

anniversary and for which notice has already been provided to one of the Indemnities), 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 Indemnitee'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 Closing Date; 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.

Article III: Release

3.1 From and after the Effective Date, Murphy, for itself, its employees, successors, assigns and anyone whomsoever claiming by, through or under it (collectively, “Releasers”), hereby immediately and without any 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 Releaser) 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 from and after the date of this Agreement, including, but not limited to, any and all liability of any kind related to or arising out of the following: (i) any future violation of any applicable Environmental Law at or in connection with the Property; (ii) the presence at, on, or under the Property of any Hazardous Substances, but only such Hazardous Substances that relate to Post-Closing Contamination and activities caused by Murphy; (iii) the migration of any Hazardous Substances related to Post-Closing Contamination from the Property to any location outside the boundaries of the Property; (iv) all Post-Closing Contamination; (v) the conduct of any Remediation at any time after the Closing Date related to Post-Closing Contamination; (vi) the breach of any provision of this Agreement; and (vii) any claims of any third party with respect to foregoing subsections (i) - (vi) 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.

3.2 Commencing on the three (3) year anniversary of the Effective Date, Releasers, hereby immediately and without further performance required by Wal-Mart WAIVE, RELEASE, ACQUIT AND FOREVER DISCHARGE RELEASEES, from any and all claims that Murphy (or any Releaser) has or might ever have against any Releasee (except for such claim or claims which accrued prior to the Closing Date and which are pending prior to the three (3) year anniversary and for which notice has already been provided to one of the Releasees), 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 Closing Date; 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.

Article IV: Recordation

The Parties agree that Wal-Mart may publicly record a true and correct copy of this Agreement so that all of Murphy's successors and assigns, and every subsequent owner of the Property forever, shall be on notice of the existence of this Agreement. It is specifically intended by the Parties that this Agreement, to the full extent permitted by law, shall run with the land and shall be binding on Murphy, Murphy's successors and assigns, and every subsequent owner of the Property forever.

Article V: Miscellaneous

5.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Wal-Mart:

Wal-Mart Stores, Inc.
Sam M. Walton Development Complex
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Director of Asset Management

with a copy to:


Wal-Mart Stores, Inc. (Store No. 1225)
2001 S.E. 10th Street
Bentonville, AR 72716-5535
Attn: Director of Fueling Station Development

If to Murphy:

Murphy Oil USA, Inc.
422 N. Washington
El Dorado, Arkansas 71730
Attention: Vice President

with a copy to:

Murphy Oil USA, Inc.
200 Peach Street
El Dorado, Arkansas 71730
Attention: Law Department


20150324000092530 9/13 \$50.00
Shelby Cnty Judge of Probate, AL
03/24/2015 01:08:59 PM FILED/CERT

Notices shall be effective upon receipt or refusal. In the event that any person acquires a fee interest in the Property said person shall be entitled to provide a request for notice to the addressees listed above, which request, in order to be effective, must also be recorded in the county recorder's office in the county in which Property is located. Any party shall be entitled to change its address for notice by providing notice of such change and recording a copy of the notice of such change in the county recorder's office in the county recorder's office in the county in which the Property is located. Until such time as the notice of change is effective pursuant to the terms of this Section and until such time as it is recorded as required above, the last address of said party shall be deemed to be the proper address of said party.

5.2 Further Assurances. The parties agree to take such actions and execute and deliver such documents as are necessary to consummate the transaction contemplated herein, and shall cooperate with one another as may be reasonably necessary to effectuate the terms of this Agreement and any instrument or agreement delivered pursuant hereto.

5.3 Attorneys' Fees. In the event any party hereto finds it necessary to bring suit against the other parties as a result of any dispute arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover, in addition to such other damages and relief as it may be awarded by the court or other forum of competent jurisdiction, its reasonable attorneys' fees, court costs and other reasonable costs of litigation.

5.4 Successors and Assigns. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Wal-Mart may assign any of its rights and delegate any of its obligations under this Agreement to any affiliate of Wal-Mart upon notice to Murphy. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.


5.5 Survival. The terms and provisions of this Agreement shall survive the termination of this Agreement without limit as to time. Without limiting the foregoing, this Agreement shall expressly survive for as long a period as possible pursuant to applicable statutes of limitation.

5.6 Miscellaneous. (a) The headings and Section and paragraph references found herein are for convenience only and shall not be considered a part of this Agreement for any purpose, or be considered as in any way interpreting, constituting, varying, altering, or modifying this Agreement or any of the provisions hereof. (b) This Agreement, all exhibits hereto, and all agreements and instruments to be delivered pursuant hereto represent the entire agreement between the parties hereto and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter hereof. (c) This Agreement may be amended or modified only by a written instrument executed by the parties hereto. (d) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. (e) Each party acknowledges that it has had the opportunity to be represented by counsel of its choice in connection with the negotiation of this Agreement and that it has read and fully understands the import of this Agreement and, as such, each party hereby waives the application of any rule which would require that any ambiguities in this Agreement be construed against the party who drafted it or in favor of the party who did not draft it. (f) If one or more provisions of this Agreement is held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality will not affect any other provision of this Agreement, which will be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof. (g) The failure of any party to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver of any of its rights hereunder. (h) The Preliminary statements and recitals to this Agreement are a material part of and are hereby incorporated into this Agreement.

5.7 Time is of the Essence. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

5.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas (without regard to Arkansas' law respecting conflict of laws). The parties mutually consent and submit to the jurisdiction of the federal or state courts for Benton County, Arkansas, and agree that any action, suit or proceeding concerning this Agreement shall be brought only in such courts. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding brought in any federal or state court for Benton County, Arkansas, any defense or objection based upon lack of personal jurisdiction, improper venue, inconvenient forum or the like. Notwithstanding the foregoing, if subject matter jurisdiction for any action exists only in the court(s) where the Property is located, then the parties agree that such action may be maintained in such court(s).

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

MURPHY OIL USA, INC.,

a Delaware corporation

By: Mindy K. West

Name: Mindy K. West

Title: Executive Vice President & Chief Financial Officer

ACKNOWLEDGMENT

STATE OF ARKANSAS

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)ss.

COUNTY OF UNION

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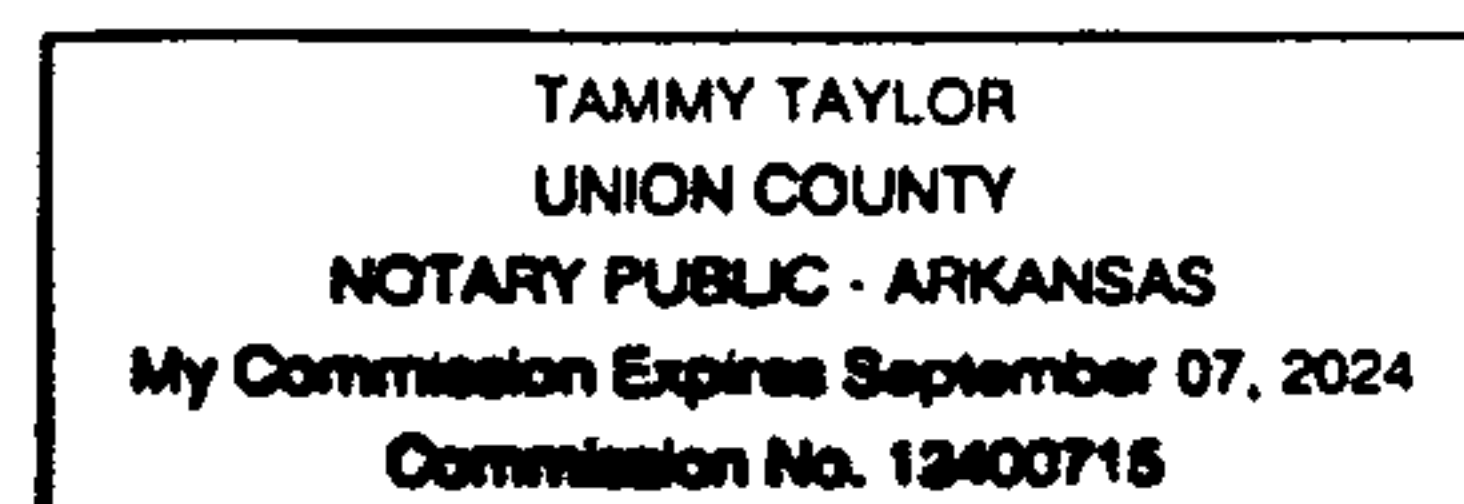
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mindy K. West, whose name as EVP & CFO of Murphy Oil USA, Inc., a Delaware corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Mindy K. West as such officer 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 and official seal this 21st day of January, 2015.

Tammy Taylor

Notary Public

My Commission Expires: 09/07/2024




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Exhibit "A" to Indemnity and Release Agreement

Legal Description

Lot 2A of the Resurvey of Lot 1, Survey of Wal-Mart's Addition to Chelsea as recorded in Map Book 44, Page 104, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows:

A tract or parcel of land being a portion of Lot 1 of Wal-Mart's Addition to Chelsea, situated in the Southeast Quarter (SE ¼) of Section 26, Township 19 South, Range 1 West, as recorded in Plat Book 37, Page 81, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows: Commence at the Northeast corner of Lot 1 of said Wal-Mart's Addition to Chelsea; thence South 29°20'01" West a distance of 91.89 feet to the Point of Beginning of the tract of land herein described; thence South 00°35'48" East a distance of 89.23 feet; thence South 79°26'45" West a distance of 247.22 feet; thence North 00°00'00" West a distance of 143.09 feet; thence North 79°26'45" East a distance of 207.62 feet; thence South 39°11'28" East a distance of 60.14 feet to the Point of Beginning, having an area of 33,665.5± square feet, (0.773± acres).


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