

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

Hernando, Mississippi

Wal-Mart Store # 5419

Murphy Store # 7159

When recorded return to:

Return to:
Zonia N. Veal

JF First National Financial Title Service, Inc.
3237 Satellite Blvd., Suite 450, Bldg 300
Duluth, GA 30096 43242-44

To the Chancery Clerk of Desoto County, Mississippi:
The real property described herein is in the Northwest ¼ of the Southwest ¼ of Section 17, Township 3 South, Range 7 West, Desoto County, Mississippi.

DECLARATION OF ENVIRONMENTAL RELEASE

This **DECLARATION OF ENVIRONMENTAL RELEASE** (hereinafter, this "Declaration") is made this 29 day of October, 2007, 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, a Texas limited partnership) (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 located in Hernando, Mississippi, 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 30th, 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 DeSoto County, Mississippi, 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 DeSoto County, Mississippi. 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]

IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

WAL-MART STORES, INC., a Delaware corporation

Approved as to legal terms only by:

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

[Signature]
Wal-Mart Legal Department
Date: 10/25/07

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the Director of Fueling Station Development of **Wal-Mart Stores Inc.**, a Delaware corporation, and that for and on behalf of said entity, and as its act and deed, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said entity to do so.

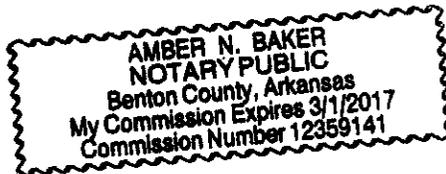
WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

Notary Public:

Amber N Baker
Amber N Baker
Print Name

My Commission Expires:

3/1/2017
[SEAL]



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

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

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

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the Director of Fueling Station Development of **Wal-Mart Real Estate Business Trust**, a Delaware statutory trust, and that for and on behalf of said entity, and as its act and deed, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said entity to do so.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

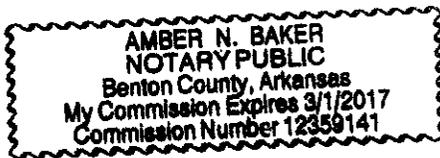
Notary Public:

[Signature]

Amber N Baker
Print Name

My Commission Expires:

3/1/2017
[SEAL]



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

WAL-MART STORES EAST, LP, a Delaware limited partnership

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

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

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

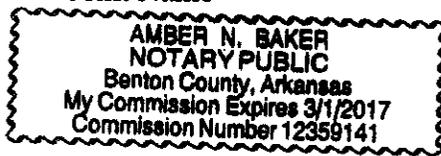
In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the 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, and that for and on behalf of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited liability company as general partner of said limited partnership, and as the act and deed of said limited partnership, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said limited liability company and said limited partnership to do so.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

Notary Public: Amber N Baker

Amber N Baker
Print Name

My Commission Expires:
3/1/2017
[SEAL]



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

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

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

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the Director of Fueling Station Development of **Wal-Mart Stores East, Inc.**, an Arkansas corporation, and that for and on behalf of said corporation, and as its act and deed, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said corporation to do so.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

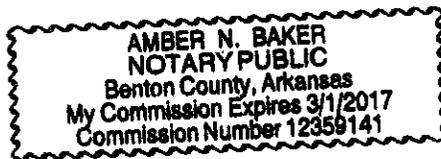
Notary Public:

[Signature]

Amber N Baker
Print Name

My Commission Expires:

3/1/2017
[SEAL]



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

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

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

ACKNOWLEDGEMENT

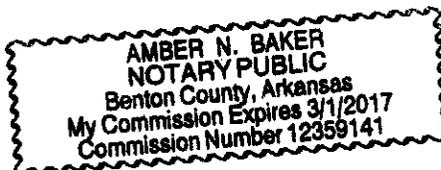
STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the Director of Fueling Station Development of **Wal-Mart Louisiana, LLC**, a Delaware limited liability company, and that for and on behalf of said entity, and as its act and deed, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said entity to do so.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

Notary Public:
[Signature]
Amber N Baker
Print Name

My Commission Expires:
3/1/2017
[SEAL]



IN WITNESS WHEREOF, Wal-Mart has executed this Declaration, this 25 day of October, 2007.

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

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

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)SS
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, personally appeared before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of October, 2007, within my jurisdiction, the within named Roy Covert, duly identified before me, who being by me duly sworn did acknowledge that he is the Director of Fueling Station Development of **Wal-Mart Stores Texas, LLC**, a Delaware limited liability company, and that for and on behalf of said entity, and as its act and deed, he signed, executed, and delivered the above foregoing instrument for the consideration, uses and purposes therein mentioned and set forth after having been duly authorized by said entity to do so.

WITNESS my hand and notarial seal subscribed and affixed in said county and state, the day and year in this certificate above written.

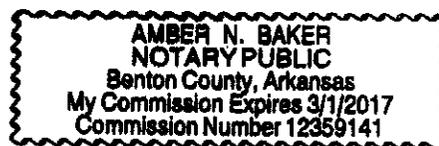
Notary Public:

Amber N Baker

Amber N Baker
Print Name

My Commission Expires:

3/1/10
[SEAL]



IN WITNESS WHEREOF, Murphy Oil USA, Inc., has executed this Declaration, this 23 day of October, 2007.

BY:

MURPHY OIL USA, INC.

By: Charles Ganus
Charles Ganus, Senior Vice President

ATTEST:

By: John A. Moore
Name: John A. Moore
Title: Asst. Secretary

ACKNOWLEDGEMENT

STATE OF ARKANSAS)

COUNTY OF UNION)

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 23 day of October, 2007, within my jurisdiction, the within named Charles Ganus, who acknowledged that he is Senior Vice President of Murphy Oil USA, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and the seal, if any, affixed to the foregoing instrument is the corporate seal of said corporation, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public:

Kim Cook

Kim Cook

Print Name

My Commission Expires:

2-1-2013
[SEAL]



TS#1615464v4

5419/1159 DER

EXHIBIT A

Legal Description Attached
 Wal-Mart Store # 5419
 Murphy Oil # 7159
 Hernando, Mississippi

A certain tract or parcel of land designated as Lot 2 containing 1.07 Acres or 46,610 Sq. Ft. of the Wal Mart Property, located in Section 17, Township 3 South, Range 7 West, Desoto County, Mississippi and being more particularly described as follows:

Commencing at the Southwestern corner of Section 17 said point being the "POINT OF COMMENCEMENT" and labeled P.O.C.
 Then, Continuing North 00 degrees 41 minutes 20 seconds West a distance of 207.55 feet to a point;
 Then, North 89 degrees 18 minutes 40 seconds East a distance of 40.00 feet to a point located on the Easterly right of way line of Mcingvale Road;
 Then, along said right-of-way line North 00 degrees 41 minutes 20 seconds West a distance of 1,843.46 to a point;
 Then, departing said right-of-way line North 89 degrees 36 minutes 05 seconds East a distance of 10.00 feet to a point;
 Then, North 00 degrees 41 minutes 20 seconds West a distance of 66.00 feet to a set cut "X" in the concrete and the "POINT OF BEGINNING" and labeled P.O.B.

Then, North 00 degrees 41 minutes 20 seconds West a distance of 190.00 feet to a set cut "X" in sidewalk;
 Then, North 89 degrees 36 minutes 05 seconds East a distance of 245.78 feet to a found 3/4" iron rod;
 Then, South 00 degrees 23 minutes 55 seconds East a distance of 190.00 feet to a set 3/4" iron rod;
 Then, South 89 degrees 36 minutes 05 seconds West a distance of 244.82 feet to the POINT OF BEGINNING.