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424B5 1 d441058d424b5.htm FINAL PROSPECTUS SUPPLEMENT

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Title of Each Class of Securities to be Registered	Amount to be Registered	Aggregate Offering Pri
2.500% Notes due 2017	\$550,000,000	99.986%
3.700% Notes due 2022	\$600,000,000	99.594%
5.125% Notes due 2042	\$350,000,000	99.741%

(1) Calculated in accordance with Rule 457(r) of the Securities Act of 1933.

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**Prospectus Supplement
(To Prospectus dated October 4, 2012)**



\$550,000,000 2.500% Notes Due 2017

\$600,000,000 3.700% Notes Due 2022

\$350,000,000 5.125% Notes Due 2042

We are offering \$550,000,000 aggregate principal amount of 2.500% notes due 2017 (the “2017 notes”), \$600,000,000 aggregate principal amount of 3.700% notes due 2022 (the “2022 notes”) and \$350,000,000 aggregate principal amount of 5.125% notes due 2042 (the “2042 notes”) and the 2022 notes, the “notes”). The 2017 notes will bear interest at the rate of 2.500% per year, the 2022 notes will bear interest at the rate of 3.700% per year and the 2042 notes will bear interest at the rate of 5.125% per year. The interest rate payable on the notes of each series may change from time to time if either Moody’s or S&P (or a substitute ratings agency therefor) downgrades (or downgrades and subsequently upgrades) the notes of such series as described in this prospectus supplement. Interest on the notes of each series is payable semi-annually on June 1 and December 1 of each year, commencing June 1, 2013. The 2017 notes will mature on December 1, 2017, the 2022 notes will mature on December 1, 2022 and the 2042 notes will mature on December 1, 2042. We may redeem any series of the notes at any time, in whole or in part, as described in this prospectus supplement. The offering and sale of each series of notes is not conditioned on the sale of any other series of notes. If a control triggering event occurs as described in this prospectus supplement, unless we have exercised our right of redemption, we will repurchase each series of notes at a repurchase price equal to 101% of the principal amount of each series of notes plus accrued interest to the repurchase date.

The notes will be senior unsecured obligations of Murphy Oil Corporation and will rank equally with all of Murphy Oil Corporation’s other senior unsecured indebtedness from time to time outstanding.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of this prospectus or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

See “[Risk factors](#)” beginning on page S-18 for a discussion of certain risks that you should consider in connection with the offering of the notes.

The notes will be new issues of securities and currently there is no established trading market for the notes. We do not intend to list the notes on any exchange or any automated dealer quotation system.

	Price to public(1)	Underwriting
Per 2017 note	99.986%	

2017 note total	\$	549,923,000	\$
Per 2022 note		99.594%	
2022 note total	\$	597,564,000	\$
Per 2042 note		99.741%	
2042 note total	\$	349,093,500	\$
Total	\$	<u>1,496,580,500</u>	\$

(1) Plus accrued interest from November 30, 2012, if settlement occurs after that date.

The notes will be issued only in registered book-entry form, in minimum denominations of \$2,000 and integral multiples of \$1,000. The underwriters expect to deliver the notes to purchasers through the facilities of The Depository Trust Company for the benefit of Bank S.A./N.V. and Clearstream Banking, société anonyme, on or about November 30, 2012.

Joint Book-Running Managers

J.P. Morgan

Deutsche Bank Securities

Citigroup

**Capital One Southcoast
Fifth Third Securities, Inc.
Scotiabank**

November 27, 2012

RBC Capital Markets

Senior Co-Managers

DNB Markets

Co-Managers

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We have not, and the underwriters have not, authorized anyone to provide any information other than that contained or incorporated in this prospectus supplement, the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to whom we have referred, and the underwriters do not, take any responsibility for, and can provide no assurance as to the reliability of, any other information.

We are not making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus supplement or the accompanying prospectus is accurate as of any date other than the date on the front of this prospectus supplement, and that all information incorporated by reference, as of the date of that information. Our business, financial condition, results of operations and other important information may have changed since those respective dates.

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About this prospectus

This document has two parts. The first part consists of this prospectus supplement, which describes the specific terms of this offering. The second part is the accompanying prospectus, dated October 4, 2012, which provides more general information, some of which may differ from the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the accompanying prospectus supplement.

In this prospectus supplement, we refer to Murphy Oil Corporation and its wholly owned subsidiaries as “we,” “our,” “us,” “the Company,” or “Murphy” unless the context clearly indicates otherwise.

Before purchasing any notes, you should carefully read both this prospectus supplement and the accompanying prospectus, together with the information in the documents we have listed under the heading “Where you can find more information.”

Where you can find more information

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any of these reports, statements and other information at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for more information. Our SEC filings are also available to the public at the SEC's web site at <http://www.sec.gov>.

The SEC allows us to “incorporate by reference” into this prospectus supplement the information we file with it, which means that we incorporate information to you by referring you to those documents. The information incorporated by reference or deemed incorporated by reference is part of this prospectus supplement. Information that we file with the SEC after the date of this prospectus supplement will update the information incorporated by reference. We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), and 15(d) of the Securities Exchange Act of 1934, as amended, until our offering is completed:

- Our Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 28, 2012 (as amended by our Annual Report on Form 10-K on March 16, 2012);
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012, filed on May 7, 2012; June 30, 2012, filed on August 1, 2012; and September 30, 2012, filed on November 6, 2012;
- Our Definitive Proxy Statement on Schedule 14A filed on March 29, 2012 (solely to the extent incorporated by reference into our Annual Report on Form 10-K); and
- Our Current Reports on Form 8-K or 8-K/A filed on February 3, 2012, March 20, 2012, April 5, 2012, May 4, 2012, May 9, 2012, June 21, 2012, August 1, 2012 (Items 5.02 and 8.01 (and the related Item 9.01) only) and October 16, 2012.

You may request a free copy of these filings by writing to, or telephoning, us at the following address and phone number:

Corporate Secretary
Murphy Oil Corporation
P.O. Box 7000
El Dorado, Arkansas 71731-7000
(870) 862-6411

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Forward-looking statements

This prospectus supplement and the accompanying prospectus, including the documents we incorporate by reference, contain expectations, intentions, plans and beliefs that are forward-looking, including but not limited to statements regarding our plans (i) to expand our downstream business, (ii) to divest our U.K. downstream operations, (iii) to sell our U.K. exploration and production operations, (iv) to repurchase up to \$1 billion of our common stock pursuant to our share repurchase program, and are in each case dependent on certain events, risks and uncertainties outside of Murphy Oil's control. These forward-looking statements are made in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Murphy Oil's actual results could differ materially from those expressed or implied by these statements due to a number of factors, including but not limited to, the volatility and level of crude oil and natural gas prices, the level and success rate of our exploration programs, our ability to acquire and replace reserves, customer demand for our products, political and regulatory instability, and uncontrollable natural hazards. For more information, see the caption "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2011, as updated by our Quarterly Reports on Form 10-Q for the quarter ended September 30, 2012.

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Summary

This summary description of our business and the offering may not contain all of the information that may be important to your understanding of our business and this offering, we encourage you to read this entire prospectus supplement, the accompanying documents incorporated by reference herein and therein. In particular, you should read the following summary together with our consolidated financial statements and the notes to those statements included elsewhere in or incorporated by reference in this prospectus supplement and the accompanying prospectus.

Company overview

We are a worldwide oil and gas exploration and production company. We also have retail and wholesale gasoline marketing and refining and marketing operations in the United Kingdom. Our operations currently are classified into two business activities: (1) "Exploration and Production" and (2) "Refining and Marketing." As described under "—Recent developments," we are in the process of selling our downstream operations in the United Kingdom as well as our U.K. exploration and production operations, and we are implementing our United States downstream operations to shareholders.

Murphy's exploration and production business explores for and produces crude oil, natural gas and natural gas liquids worldwide. Our operations are currently subdivided into five geographic segments, including the United States, Canada, Malaysia, Republic of the Congo and Nigeria. Our worldwide 2011 production on a barrel of oil equivalent basis (six thousand cubic feet of natural gas equals one barrel of oil) was approximately 193,000 barrels of oil equivalent per day. Total hydrocarbon production in 2012 is currently expected to average about 193,000 barrels of oil equivalent per day. The production increase of approximately 7.6% in 2012 is primarily related to higher oil and gas volumes produced in the Eagle Ford Shale area of South Texas. We continue its drilling program in the area, higher natural gas production at the Tupper West area in Western Canada where first production was achieved in February 2011, and higher oil production at Kikeh where new wells have been brought on production. These volume increases have partially offset production declines in 2012 at other producing fields. Income from the worldwide Exploration and Production segment represented 85.4% of our consolidated net income from continuing operations in 2011.

Murphy's refining and marketing, or downstream, activities are subdivided into segments for the United States and the United Kingdom. Our downstream operations primarily consists of retail marketing of petroleum products through a large chain of motor refueling stations. Most of these stations are located at Walmart store sites, with the remaining stations located at other high traffic sites that are near major thoroughfares. Sales from our downstream operations represented 47.4% of our consolidated revenues in 2011, 53.1% in 2010 and 51.4% in 2009. Our market share of U.S. retail gasoline sales was approximately 2.6% in 2011.

The U.S. downstream business entered the renewable fuels business by acquiring an ethanol production facility in North Dakota in 2010. In 2011, we purchased an unfinished ethanol production facility in Texas in 2010 that was completed and began operations in 2011.

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Additionally, the U.S. operations include refined product terminals with wholesale marketing activities. We sold our U.S. petroleum assets in Louisiana and Superior, Wisconsin and certain associated marketing assets in 2011.

Our U.K. downstream business primarily consists of operations that refine crude oil and other feedstocks into petroleum products, distillates, buy and sell crude oil and refined products, and transport and market petroleum products. In 2011, we owned approximately 1.5 million gallons of storage capacity in the United Kingdom, and our U.K. fuel sales represented 2.0% of the total U.K. market share.

Recent developments

On October 16, 2012, Murphy announced that its board of directors (1) approved a plan to spin off to its stockholders its U.S. downstream operations as Murphy Oil USA, Inc. ("Murphy USA"), with Murphy USA becoming an independent and separately traded company, (2) authorized a dividend of \$2.50 per share for a total dividend of approximately \$500 million and (3) authorized a share buyback program of up to \$1 billion of common stock. Murphy also reaffirmed the plan to divest its U.K. downstream operations and stated that it is continuing to reevaluate its investment respect to selected assets.

Murphy believes that creating two publicly traded companies would offer a number of advantages:

- each business would focus on its strategic priorities with financial targets that best fit its own market and opportunities;
- each business would be able to allocate resources and deploy capital in a manner consistent with its priorities; and
- investors, both current and prospective, would be able to value the two businesses based on their respective financial characteristics and investment decisions based on those characteristics.

In addition, on October 31, 2012, Murphy announced that during the third quarter of 2012 its board of directors had authorized the sale of its production operations in the United Kingdom. Murphy has since agreed to sell certain of these assets and to buy certain oil properties in northern Alberta, Canada.

Beginning in the third quarter of 2012, the U.K. exploration and production segment has been reclassified to discontinued operations.

Murphy Oil Corporation

After the announced separation, Murphy Oil Corporation will become an independent exploration and production company with operations in the United States, Canada and Malaysia. Murphy will continue its exploration program and offshore development projects consistent with its growth in its North America onshore businesses primarily in the Eagle Ford Shale and Seal areas. The U.K. downstream operations will continue until such time as these assets are fully divested. At September 30, 2012, and after giving effect

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to the spin-off of Murphy USA and the sale of Murphy's U.K. exploration and production operations, Murphy would have had pro forma adjustments but excluding any consideration received for the divestiture of Murphy's U.K. exploration and production operations. For the nine months ended September 30, 2012, Murphy would have generated \$8.0 billion in revenues and earned \$721.1 million in income from continuing operations. For the year ended December 31, 2011, and after giving effect to the spin-off of Murphy USA and the divestiture of Murphy's U.K. exploration and production operations, Murphy would have generated \$10.2 billion in revenues and earned \$506.9 million in income from continuing operations.

Murphy USA

Murphy USA will continue to be a flexible, low-price, high volume fuel seller with key strategic relationships and experienced management. Murphy USA's business will consist of retail marketing of petroleum products and convenience merchandise through a large chain of retail gas stations. Murphy USA's assets will include seven product distribution terminals and two ethanol production facilities in North Dakota and Texas. For the nine months ended September 30, 2012, Murphy USA had \$1.98 billion in assets. For the nine months ended September 30, 2012, Murphy USA generated \$13.1 billion in revenues and earned \$82.1 million in income from continuing operations, and for the year ended December 31, 2011, it generated \$17.4 billion in revenues and earned \$506.9 million in income from continuing operations.

The spin-off of Murphy USA will be subject to customary conditions, including confirmation of the tax-free nature of the transaction and the receipt of regulatory approvals. The spin-off will be effected through a distribution of the shares of Murphy USA pro rata to all Murphy USA shareholders as of the record date to be established by Murphy's board of directors. The spin-off of Murphy USA is expected to be finalized in 2013.

Special dividend and share buyback

The board of directors of Murphy also approved a special dividend of \$2.50 per share for a total dividend of approximately \$1.25 billion, payable on December 3, 2012 to holders of record as of November 16, 2012. This is in addition to the dividend of \$0.3125 per share payable on December 3, 2012 to holders of record on November 16, 2012.

Furthermore, Murphy's board of directors has authorized a share repurchase program of up to \$1 billion of the Company's shares. The Company may utilize a number of different methods to effect the repurchases, including but not limited to, open market purchases, accelerated share repurchases, and negotiated block purchases, and some of the repurchases may be effected through Rule 10b5-1 plans. The timing and amount of the repurchases will depend upon several factors, including market, financing and business conditions, and the repurchases may be discontinued at any time.

After the spin-off of Murphy USA, the divestiture of Murphy's U.K. downstream operations and the sale of Murphy's U.K. exploration and production operations (collectively with the special dividend and share buyback described above, the "Corporate Transactions"), Murphy

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Corporation will remain the obligor under the notes offered hereby.

Our principal executive offices are located at 200 Peach Street, P.O. Box 7000, El Dorado, Arkansas 71731-7000, and our telephone number is (870) 862-6411. Our capital stock is listed on the New York Stock Exchange under the symbol "MUR." We maintain a website at <http://www.murphyoilcorp.com> where general information about us is available. We are not incorporating the contents of the supplement or the accompanying prospectus.

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The offering

This summary highlights certain terms of the offering but does not contain all information that may be important to you. We recommend that you read the prospectus supplement and the accompanying prospectus in their entirety before making an investment decision.

Issuer	Murphy Oil Corporation
Securities offered	<p>\$550,000,000 aggregate principal amount of 2.500% notes due 2017</p> <p>\$600,000,000 aggregate principal amount of 3.700% notes due 2022</p> <p>\$350,000,000 aggregate principal amount of 5.125% notes due 2042</p>
Maturity dates	<p>2017 notes: December 1, 2017</p> <p>2022 notes: December 1, 2022</p> <p>2042 notes: December 1, 2042</p>
Interest rates	<p>Subject to "Interest rate adjustment" below, the notes will bear interest as follows:</p> <p>2017 notes: 2.500% per annum</p> <p>2022 notes: 3.700% per annum</p> <p>2042 notes: 5.125% per annum</p>
Interest payment dates	Semiannually in arrears on June 1 and December 1 of each year, commencing June 1, 2017
Further issuances	We may from time to time, without the consent of the existing holders, create and issue additional notes on the same terms and conditions as the notes of any series offered by this prospectus supplement, except for the issue date, issue price and, under some circumstances, the date of maturity of the notes, provided that if the additional notes of a series are not fungible with the existing notes for federal income tax purposes, such additional notes will have a different CUSIP.
Optional redemption	<p>The 2017 notes will be redeemable at any time, in whole or in part, at a redemption price equal to the principal amount of the notes we redeem, plus a make-whole premium.</p> <p>At any time prior to September 1, 2022 (the date that is three months prior to the maturity date of the 2017 notes) or June 1, 2042 (the date that is six months prior to the maturity date of the 2042 notes or the 2022 notes, respectively), in whole or in part, at a price equal to the principal amount of the notes we redeem, plus a make-whole premium. At any time on or after September 1, 2022 and before June 1, 2042, the 2022 notes and the 2042 notes will be redeemable at any time, in whole or in part, at a price equal to the principal amount of the notes we redeem, plus a make-whole premium.</p>

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	<p>after September 1, 2022 (the date that is three months prior to the maturity date of the 2022 notes), the 2022 notes (the date that is six months prior to the maturity date of the 2022 notes), the 2042 notes (the date that is six months prior to the maturity date of the 2042 notes), the 2042 notes, respectively, will be redeemable, in whole or in part, at a redemption price equal to 101% of the principal amount of the notes we redeem. We also will pay any accrued and unpaid interest to, but not including, the date of redemption.</p> <p>See “Description of the notes—Optional redemption.”</p>
Repurchase upon a change of control triggering event	<p>If a change of control triggering event (as defined herein) occurs, unless we have elected to redeem the notes, the holders of the notes of each series will have the right to require us to repurchase the notes of such series at a repurchase price equal to 101% of the principal amount of the notes, plus accrued interest, if any, to the repurchase date. See “Description of the notes—Repurchase upon a change of control triggering event.”</p>
Interest rate adjustment	<p>The interest rate payable on the notes of each series will be subject to adjustment if we or our subsidiaries are downgraded by S&P (or a substitute ratings agency therefor) downgrades (or downgrades and suspensions) below the rating assigned to such series of notes. See “Description of the notes—Interest rate adjustment.”</p>
Ranking	<p>The notes:</p> <ul style="list-style-type: none"> • will be unsecured; • will rank equally with all of our existing and future unsecured senior debt; • will be senior to any future subordinated debt; and • will be effectively junior to our secured debt to the extent of the assets securing such debt, including existing and future debt and other liabilities of our subsidiaries, including our subsidiaries.
Covenants	<p>We will issue the notes under an indenture containing covenants for your benefit. To the extent we are able, with certain exceptions, to:</p> <ul style="list-style-type: none"> • incur debt secured by liens; and • engage in sale/leaseback transactions.
Use of proceeds	<p>We expect the net proceeds from this offering of notes to be approximately \$1,480 million, net of underwriting discounts.</p>

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	and other estimated expenses of the offering. We intend to use the net proceeds of the offering to pay a special dividend of \$2.50 per share (for a total dividend of approximately \$500 million) pursuant to our share buyback program in an aggregate amount not to exceed \$1 billion for general corporate purposes. Prior to repurchases under our share buyback program, we intend to use the net proceeds of this offering to repay borrowings under our revolving credit facility from time to time to fund repurchases under such program. See “Use of proceeds”.
Book-entry form	The notes will be issued in book-entry form and will be represented by global certificates on behalf of, The Depository Trust Company (“DTC”) and registered in the name of a nominee of DTC. All interests in any of the notes will be shown on, and transfers will be effected only through, DTC or its nominee and any such interest may not be exchanged for certificated securities in certain circumstances.
Absence of a public market for the notes	The notes will be new issues of securities and there is currently no established trading market for the notes. Accordingly, we cannot assure you as to the development or liquidity of any market for the notes. We have advised us that they currently intend to make a market in the notes. However, we cannot assure you that they will do so, and they may discontinue any market making with respect to the notes without notice.
U.S. federal income tax consequences	For the U.S. federal income tax consequences to Non-U.S. Holders (as defined hereunder) in connection with the issuance and conversion of the notes, see “Material U.S. federal income tax considerations”.
Listing	We do not intend to apply for a listing of the notes on any securities exchange or automated quotation system.
Trustee	U.S. Bank National Association

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Summary consolidated historical financial data

We have provided in the tables below summary consolidated historical financial data. We have derived the statement of income for the nine months ended September 30, 2012 and 2011 and for each of the years in the three-year period ended December 31, 2012, 2011 and 2010 from the consolidated financial statement data as of September 30, 2012 and 2011 and as of December 31 for each of the three years in the three-year period from our unaudited and audited consolidated financial statements. You should read the following financial information in conjunction with our consolidated financial statements and related notes that we have incorporated by reference in this prospectus supplement and the accompanying prospectus. In management, the unaudited consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for a fair presentation of the information set forth therein. The interim results set forth below are not necessarily indicative of results for the year ending December 31, 2012 or for any other period.

In the tables below, the U.K. exploration and production operations are presented as discontinued operations for the nine months ended September 30, 2012 and 2011. However, the summary consolidated historical financial data for the years ended December 31, 2011, 2010 and 2009 do not give effect to the discontinued operations presentation of these U.K. exploration and production operations. Further, none of the historical financial data presented below gives effect to any of the other Corporate Transactions, which may affect the comparability of the periods presented. See “—Unaudited pro forma condensed consolidated financial statements” for information regarding the other Corporate Transactions, other than the divestiture of Murphy’s U.K. downstream operations.

(in thousands, except ratios)	Nine months ended September 30,		
	2012	2011	2010
Statement of Income Data:			
Total revenues	\$21,236,818	\$20,844,088	\$27,745,549
Costs and Expenses:			
Crude oil and product purchases	16,813,044	16,633,221	21,875,297
Operating expenses	1,547,828	1,448,063	1,993,346
Exploration expenses, including undeveloped lease amortization	243,714	303,827	489,862
Selling and general expenses	261,287	218,337	301,005
Depreciation, depletion and amortization	972,663	783,531	1,093,406
Impairment of properties	—	—	368,600
Accretion of asset retirement obligations	29,052	26,162	37,701
Redetermination of Terra Nova working interest	—	(5,351)	(5,351)
Interest expense	36,278	41,648	55,831
Interest capitalized	(27,360)	(11,547)	(15,131)
Total costs and expenses	19,876,506	19,437,891	26,194,566
Income from continuing operations before income taxes	1,360,312	1,406,197	1,550,983
Income tax expense	558,657	558,773	810,051
Income from continuing operations	801,655	847,424	740,932

Income from discontinued operations, net of income taxes	10,534	139,206	131,770
Net income	\$ 812,189	\$ 986,630	\$ 872,702

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(in thousands, except ratios)	Nine Months Ended September 30,		
	2012	2011	2011
Other Financial Data:			
Net cash provided by operating activities	\$2,101,227	\$1,876,747	\$2,145,385
Capital expenditures(1)	2,847,227	2,021,994	2,943,812
EBITDA(2)	2,341,893	2,219,829	3,053,689
Ratio of EBITDA to interest expense(2)	64.6x	53.3x	54.7x
Ratio of earnings to fixed charges(3)	19.4x	23.0x	15.6x

(in thousands)	As of September 30,		
	2012	2011	2011
Balance Sheet Data:			
Working capital	\$ 877,351	\$ 996,760	\$ 622,743
Net property, plant and equipment	12,111,918	10,338,783	10,475,149
Total assets	16,589,837	15,491,082	14,138,138
Long-term debt	1,184,580	974,541	249,553
Total debt including current maturities	1,184,625	1,324,516	599,558
Stockholders' equity	9,616,758	8,888,352	8,778,397

- (1) Capital expenditures presented here include accruals for incurred but unpaid capital activities, while property additions and dry holes in the Statements of Cash Flows and do not include capital accruals and geological, geophysical and certain other exploration expenses that are not eligible for capitalization under oil and gas accounting principles ("U.S. GAAP") measure and may not be comparable to similarly titled items of other companies. You should not consider EBITDA as an alternative measure of performance, as an indicator of our operating performance, or as a measure of liquidity. EBITDA does not represent future cash flows and is subject to discretionary use because certain future cash expenditures are not reflected in the EBITDA presentation.
- (2) EBITDA means earnings from continuing operations before interest expense, income taxes, depreciation, depletion and amortization and impairment of properties. EBITDA in this prospectus supplement because some debt investors use this data as an indicator of a company's ability to service debt. However, EBITDA is not an accounting principles ("U.S. GAAP") measure and may not be comparable to similarly titled items of other companies. You should not consider EBITDA as an alternative measure of performance, as an indicator of our operating performance, or as a measure of liquidity. EBITDA does not represent future cash flows and is subject to discretionary use because certain future cash expenditures are not reflected in the EBITDA presentation.

The following table is a reconciliation of EBITDA to net income, the most directly comparable financial measure under U.S. GAAP (in thousands, except ratios):

	Nine Months Ended September 30,		
	2012	2011	2011
Net income	\$ 812,189	\$ 986,630	\$ 877,351
Discontinued operations	(10,534)	(139,206)	(139,206)
Interest expense	36,278	41,648	54,553
Interest capitalized	(27,360)	(11,547)	(11,547)
Income tax expense	558,657	558,773	812,189
Depreciation, depletion and amortization	972,663	783,531	1,096,760
Impairment of properties	—	—	36,278
EBITDA	\$ 2,341,893	\$ 2,219,829	\$ 3,053,689
Ratio of EBITDA to interest expense(A)(B)	64.6x	53.3x	54.7x

- (A) The ratio of EBITDA to interest expense is calculated by dividing EBITDA by the gross interest expense for the period before reduction for interest capitalized.
- (B) For the years ended December 31, 2011, 2010 and 2009, the ratio of EBITDA to interest expense was 53.4x, 46.1x and 39.6x, respectively, when adjusted for exploration and production operations.
- (3) We have computed the ratio of earnings to fixed charges by dividing earnings by fixed charges. For this purpose, "earnings" consist of income from continuing operations less (1) fixed charges, (2) undistributed earnings of companies accounted for by the equity method, (3) capitalized interest, (4) amortization of capitalized interest and (5) other non-recurring items. Fixed charges consist of interest and amortization of debt discount and expense, whether capitalized or expensed, and that portion of rental expense determined to be representative of production operations. For the years ended December 31, 2011, 2010 and 2009, the ratio of earnings to fixed charges was 15.1x, 14.0x and 14.3x, respectively, when adjusted for the discontinued operations.

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Unaudited pro forma condensed consolidated financial s

The unaudited pro forma condensed consolidated financial statements of Murphy Oil Corporation have been derived from our statements and are being presented to give effect to certain of the Corporate Transactions. The unaudited pro forma condensed consolidated financial statements have been prepared as though the spin-off of Murphy USA, the special dividend of \$2.50 per share payable on December 3, 2012 (approximately \$500 million) and the \$1 billion of stock buybacks each occurred on September 30, 2012. The unaudited pro forma condensed consolidated income statements have been prepared as though the separation of Murphy USA occurred on January 1, 2011. The following unaudited pro forma condensed consolidated financial statements should be read in conjunction with our historical financial statements and accompanying notes.

The pro forma adjustments are based on available information and assumptions management believes are factually supportable for the purposes recurring in nature. The pro forma adjustments to reflect the separation of Murphy USA include:

- a special distribution currently estimated at \$250 million from Murphy USA to Murphy Oil Corporation in connection with the separation;
- reclassification of any accounts receivable from and payable to Murphy USA previously eliminated in consolidation as receivable and payable;
- costs incurred with the separation of Murphy USA; and
- reclassification of interest income and expense that was previously eliminated in consolidation.

In addition to the above listed pro forma adjustments, the unaudited condensed consolidated income statement for the year ended September 30, 2012 includes a column to remove the exploration and production operations in the United Kingdom that became discontinued operations in 2012. These U.K. exploration and production operations are already reflected as discontinued operations in the unaudited pro forma condensed consolidated income statement for the nine months ended September 30, 2012 and the unaudited pro forma condensed consolidated balance sheet as of September 30, 2012.

No adjustments have been made for (1) the costs of operating after the separation of Murphy USA, (2) the potentially dilutive impact of stock-based compensation resulting from any future separation or settlement agreements between Murphy Oil Corporation and Murphy USA, (3) the proceeds from the special cash distribution currently estimated at \$250 million from Murphy USA to Murphy Oil Corporation and (4) other adjustments to be determined after the separation of Murphy USA, because in each case the impact of such item is not factually supportable.

The unaudited pro forma condensed consolidated financial statements are for illustrative purposes only, and do not reflect what the results of operations would have been had the separation of Murphy USA, the payment of the special dividend and the completion of stock buybacks occurred on the dates indicated and are not necessarily indicative of our future financial position and future performance.

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MURPHY OIL CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET
SEPTEMBER 30, 2012
(Thousands of dollars)

	Historical	Special Dividend and Share Buybacks(1)	Spin Off of Murphy USA(2)	P Adj
ASSETS				
Current assets				
Cash and cash equivalents	\$ 816,694	\$ —	\$ (12,604)	\$
Canadian government securities with maturities greater than 90 days at the date of acquisition	491,604	—	—	
Accounts receivable, less allowance for doubtful accounts	1,639,428	—	(540,042)	
Inventories, at lower of cost or market				
Crude oil	249,853	—	(31,377)	
Finished products	302,308	—	(152,558)	
Materials and supplies	277,037	—	(5,756)	
Prepaid expenses	239,444	—	(18,870)	
Deferred income taxes	63,547	—	—	
Assets held for sale	22,057	—	—	
Total current assets	4,101,972	—	(761,207)	
Property, plant and equipment, at cost less accumulated depreciation, depletion and amortization	12,111,918	—	(1,216,026)	
Goodwill	43,470	—	—	
Deferred charges and other assets	145,994	—	(557)	
Assets held for sale	186,483	—	—	
Total assets	<u>\$ 16,589,837</u>	<u>\$ —</u>	<u>\$ (1,977,790)</u>	<u>\$</u>
LIABILITIES AND STOCKHOLDERS' EQUITY				
Current liabilities				
Current maturities of long-term debt	\$ 45	\$ —	\$ (45)	\$
Accounts payable and accrued liabilities	2,918,657	—	(678,424)	
Intercompany accounts payable	—	—	(18,436)	
Income taxes payable	255,970	—	(16,917)	
Liabilities associated with assets held for sale	49,949	—	—	
Total current liabilities	3,224,621	—	(713,822)	
Long-term debt	1,184,580	1,500,000	(1,136)	
Deferred income taxes	1,379,526	—	(121,176)	
Asset retirement obligations	613,240	—	(15,156)	
Deferred credits and other liabilities	444,025	—	(9,190)	
Liabilities associated with assets held for sale	127,087	—	—	
Stockholders' equity				
Cumulative Preferred Stock, par \$100, authorized 400,000 shares, none issued	—	—	—	

Common Stock, par \$1.00, authorized 450,000,000 shares, issued 194,452,935 shares	194,453	—	(1)
Capital in excess of par value	860,314	—	(273,928)
Retained earnings	8,105,611	(500,000)	(843,381)
Accumulated other comprehensive income	459,374	—	—
Treasury stock	(2,994)	(1,000,000)	—
Total stockholders' equity	<u>9,616,758</u>	<u>(1,500,000)</u>	<u>(1,117,310)</u>
Total liabilities and stockholders' equity	<u>\$ 16,589,837</u>	<u>\$ —</u>	<u>\$ (1,977,790)</u>

See Notes to Unaudited Pro Forma Consolidated Financial Statements.

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MURPHY OIL CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME
NINE MONTHS ENDED SEPTEMBER 30, 2012
(Thousands of dollars, except per share amounts)

	Historical	Spin Off of Murphy USA(2)	Pro Forma Adjustment
Revenues			
Total revenues	\$ 21,236,818	\$(13,227,050)	\$
Costs and Expenses			
Crude oil and product purchases	16,813,044	(12,454,149)	
Operating expenses	1,547,828	(515,198)	
Exploration expenses, including undeveloped lease amortization	243,714	—	
Selling and general expenses	261,287	(64,279)	
Depreciation, depletion and amortization	972,663	(55,726)	
Accretion of asset retirement obligations	29,052	(736)	
Interest expense	36,278	(351)	
Interest capitalized	(27,360)	—	
Total costs and expenses	19,876,506	(13,090,439)	
Income from continuing operations before income taxes	1,360,312	(136,611)	
Income tax expense	558,657	(54,493)	
Income from continuing operations	801,655	(82,118)	
Income from discontinued operations, net of taxes	10,534	—	
Net Income	\$ 812,189	\$ (82,118)	\$
Income Per Common Share—Basic			
Income from continuing operations	\$ 4.13		
Income from discontinued operations	0.05		
Net income	<u>\$ 4.18</u>		
Income Per Common Share—Diluted			
Income from continuing operations	\$ 4.12		
Income from discontinued operations	0.05		
Net income	<u>\$ 4.17</u>		
Average common shares outstanding			
Basic	194,126,104		

Diluted	194,874,572
See Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements	

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MURPHY OIL CORPORATION
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF INCOME
YEAR ENDED DECEMBER 31, 2011
(Thousands of dollars, except per share amounts)

	Historical	U.K. Upstream Discontinued Operations	Spin Off of Murphy USA(2)	A
Revenues				
Total revenues	\$ 27,745,549	\$ (107,428)	\$ (17,442,200)	\$
Costs and Expenses				
Crude oil and product purchases	21,875,297	—	(16,273,701)	
Operating expenses	1,993,346	(28,455)	(664,184)	
Exploration expenses, including undeveloped lease amortization	489,862	(516)	—	
Selling and general expenses	301,005	(3,485)	(66,401)	
Depreciation, depletion and amortization	1,093,406	(13,656)	(68,289)	
Impairment of properties	368,600	—	—	
Accretion of asset retirement obligations	37,701	(2,977)	(877)	
Redetermination of Terra Nova working interest	(5,351)	—	—	
Interest expense	55,831	—	(548)	
Interest capitalized	(15,131)	—	—	
Total costs and expenses	<u>26,194,566</u>	<u>(49,089)</u>	<u>(17,074,000)</u>	
Income from continuing operations before income taxes	1,550,983	(58,339)	(368,200)	
Income tax expense	810,051	(46,878)	(145,590)	
Income from continuing operations	740,932	(11,461)	(222,610)	
Income from discontinued operations, net of taxes	131,770	11,461	(131,770)	
Net Income	<u>\$ 872,702</u>	<u>\$ —</u>	<u>\$ (354,380)</u>	<u>\$</u>
Income Per Common Share—Basic				
Income from continuing operations	\$ 3.83			
Income from discontinued operations	0.68			
Net income	<u>\$ 4.51</u>			
Income Per Common Share—Diluted				
Income from continuing operations	\$ 3.81			
Income from discontinued operations	0.68			
Net income	<u>\$ 4.49</u>			
Average common shares outstanding				
Basic	193,409,621			
Diluted	194,512,402			

See Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements

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**MURPHY OIL CORPORATION
NOTES TO UNAUDITED PRO FORMA CONDENSED
CONSOLIDATED FINANCIAL STATEMENTS**

- (1) Reflects the payment of an announced special dividend of \$2.50 per share (for a total dividend of approximately \$500 million) and a maximum \$1 billion of stock buybacks under the share repurchase program, including the assumed long-term debt financing.
- (2) Contains historical balance sheet and historical income statement amounts for Murphy USA, a wholly owned subsidiary. These amounts are contained within the historical consolidated results of Murphy Oil Corporation. These amounts are shown as an adjustment to the pro forma financial statements to reflect the plan to spin off Murphy USA as an independent and separately traded company to the stockholders of Murphy Oil Corporation.
- (3) Represents an adjustment to reflect Murphy USA's special distribution to Murphy Oil Corporation of \$250 million prior to the separation and settlement of intercompany balances per the anticipated terms of the separation agreement between Murphy USA and Murphy Oil Corporation.
- (4) Eliminates the effect of the removal of Murphy USA's Common Stock and Capital in Excess of Par Value from the consolidated balance sheet of Murphy Oil Corporation.
- (5) Represents the reclassification of interest income and expense of Murphy USA that was previously eliminated in consolidated financial statements. The transaction of \$52 thousand for the nine months ended September 30, 2012 and \$149 thousand for the year ended December 31, 2011.
- (6) Represents the reduction of costs incurred by Murphy Oil Corporation related to the separation of Murphy USA. Expenses for the nine months ended September 30, 2012 primarily consisted of legal, accounting, and consulting fees. This entry also reflects the effects for this adjustment. There were no expense adjustments for the year ended December 31, 2011.

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Summary historical operating data

We have provided in the table below our summary operating data for the nine months ended September 30, 2012 and 2011 three-year period ended December 31, 2011. The crude oil production and natural gas sales volumes provided below reflect operations for all periods presented.

	Nine months ended September 30,	
	2012	2011
Exploration and Production:		
Net crude oil, condensate and natural gas liquids production—barrels per day:		
United States	22,088	16,750
Canada—conventional	14,504	16,233
Canada—synthetic oil	13,297	13,878
Malaysia	50,175	46,684
Republic of Congo	2,290	5,411
Continuing operations	102,354	98,956
Discontinued operations	3,412	2,313
Total	105,766	101,269
Net natural gas sold—thousands of cubic feet per day:		
United States	50,611	47,789
Canada	227,144	174,635
Malaysia—Sarawak	175,412	176,067
—Kikeh	39,374	44,147
Continuing operations	492,541	442,638
Discontinued operations	3,170	4,406
Total	495,711	447,044
Net hydrocarbon production—equivalent barrels per day(1)	188,385	175,776
Estimated net hydrocarbon reserves—million equivalent barrels(1, 2, 3)	N/A	N/A
Reserve life—years(3, 4)	N/A	N/A
Refining and Marketing:		
Crude capacity of refineries—barrels per stream day(2)	135,000	260,000
Crude oil throughputs—barrels per day:		
Meraux, Louisiana—Discontinued operation	N/A	133,918
Superior, Wisconsin—Discontinued operation	N/A	35,407

Milford Haven, Wales	129,006	130,986
Total	129,006	300,311
Refinery utilization(5)	95.6%	101.8%
Total refinery inputs—crude oil and other feedstocks—barrels per day	132,282	134,346
Refined products sold—barrels per day:		
United States	332,778	451,644
United Kingdom	135,638	135,284
Total	468,416	586,928
Branded retail outlets(2):		
United States	1,151	1,120
United Kingdom	452	455
Total	1,603	1,575

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- | |
|---|
| <ol style="list-style-type: none">(1) 6,000 cubic feet of natural gas equals one equivalent barrel.(2) At September 30 or December 31, as applicable.(3) Not reported on a quarterly basis.(4) Total net proved hydrocarbon reserves at the end of the respective period divided by net hydrocarbon production for the year.(5) Average crude oil processed divided by average total crude capacity for the respective period. On September 30, 2011, we sold the Superior, Wisconsin refinery (300,000 barrels per stream day). On October 1, 2011, we sold the Meraux, Louisiana refinery (125,000 barrels per stream day). Also, effective June 1, 2010, we expanded the Milford Haven, Wales refinery (135,000 barrels per stream day). |
|---|

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Summary reserve data

We have provided in the table below summary data with respect to our estimated proved developed and undeveloped reserves as of December 31, 2011 and 2010. Except as noted below, all information in this table relating to oil and natural gas reserves has been audited and reflects our net interest after royalties.

Estimates of the proved reserves attributable to our leasehold properties located in the North Sea offshore of the United Kingdom and the Shale trend in south Texas in the United States as of December 31, 2011 were based upon a third-party study prepared by independent petroleum engineers.

Proved Developed and Undeveloped Reserves:

Proved developed and undeveloped oil reserves—millions of barrels:

Crude oil, condensate and natural gas liquids:

United States

Canada—conventional

Canada—synthetic oil

Malaysia

United Kingdom(1)

Republic of the Congo

Total proved developed and undeveloped oil reserves

Proved developed and undeveloped natural gas reserves—billions of cubic feet:

United States

Canada

Malaysia

United Kingdom(1)

Total proved developed and undeveloped natural gas reserves

Total estimated net proved developed and undeveloped hydrocarbon reserves—millions of equivalent barrels(2)

(1) The reserve quantities for the United Kingdom crude oil, condensate and natural gas liquids and the natural gas volumes are related to discontinued operations because the amounts are expected to be removed from proved reserve quantities at time of completion of the sale of these properties.

(2) 6,000 cubic feet of natural gas equals one equivalent barrel.

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Risk factors

Investing in the notes involves risks. You should carefully consider all the information set forth in this prospectus supplement and the documents incorporated by reference herein and therein before deciding to invest in the notes. In particular, we urge factors set forth below as well as those under the heading "Risk Factors" in our Annual Report on Form 10-K for the fiscal year updated by our Quarterly Report on Form 10-Q for the quarter ended September 30, 2012.

Risks relating to the Corporate Transactions

After the Corporate Transactions, Murphy Oil Corporation will have fewer income-generating assets to service its debt notes.

After the Corporate Transactions, Murphy Oil Corporation will have fewer income-generating assets to service its debt, including September 30, 2012, Murphy USA had \$1.98 billion in assets, or approximately 11.9% of our total assets. For the nine months Murphy USA generated \$13.2 billion in revenues, or approximately 62.3% of our total revenues, and earned \$82.1 million in income, or approximately 10.2% of our income from continuing operations. For the year ended December 31, 2011, Murphy USA generated approximately 62.9% of our total revenues, and earned \$222.6 million in income from continuing operations, or approximately 30.2% of our income from continuing operations. Upon completion of the spin-off, Murphy will no longer have the income generated from Murphy USA assets to make payments on the notes. Similarly, the proposed divestiture of our U.K. downstream operations and sale of our U.K. exploration and production operations will reduce our income-generating assets. If our remaining business is not successful as a stand-alone company, we may not have sufficient income to make payments on the notes, repay the notes at maturity or refinance the notes on acceptable terms, if at all.

We cannot predict whether or when credit ratings agencies will downgrade the ratings assigned to Murphy Oil Corporation's debt notes, as a result of the Corporate Transactions.

We cannot predict whether or when credit ratings agencies will downgrade the ratings assigned to Murphy Oil Corporation's debt as a result of the Corporate Transactions. Moody's, S&P and Fitch may review our ratings for possible change or downgrade in connection with the Corporate Transactions. As a result, there can be no assurance that our current ratings, including those assigned to the notes, will be maintained. We anticipate changes or downgrades in our ratings, including any announcement that our ratings are under review for a downgrade, which could result in higher interest rates on our business, cash flows, financial condition and operating results.

Risks relating to the notes

The notes are structurally subordinated to all liabilities of our subsidiaries.

The notes are structurally subordinated to all liabilities of our subsidiaries, including, without limitation, their debt and trade payables. As of September 30, 2012, we had approximately \$4.8 billion in liabilities to third parties, including trade payables but excluding intercompany liabilities, issued by our subsidiaries. These liabilities would rank structurally senior to the notes in

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case of liquidation or otherwise. None of our subsidiaries has guaranteed or otherwise become obligated with respect to the notes from any of our subsidiaries upon its liquidation or reorganization, and the right of the holders of the notes to participate in those notes is subordinated to claims of that subsidiary's creditors. Even if we were a creditor of any of our subsidiaries, our rights as a creditor with a security interest in the assets of that subsidiary and any debt of that subsidiary senior to that held by us, and our rights could be subject to the rights of other creditors of that subsidiary. Furthermore, none of our subsidiaries is under any obligation to make payments to us that depend on the earnings or financial condition of our subsidiaries and various business considerations. Contractual or other legal provisions may limit our subsidiaries' ability to pay dividends or make distributions, loans or advances to us. For these reasons, we may not have access to our subsidiaries to make interest and principal payments on the notes.

We may not be able to repurchase the notes upon a change of control triggering event.

Upon the occurrence of a change of control triggering event with respect to the notes of a series, unless we have exercised our option to repurchase such series, each holder of notes of such series will have the right to require us to purchase all or a portion of such holder's notes for 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of purchase. See "Description of the Notes" under "Change of Control Triggering Event."

It is possible that we will not have sufficient funds at the time of any change of control triggering event to repurchase the notes. If we do not obtain sufficient funds to pay the purchase price of the outstanding notes of the relevant series, we may need to refinance the notes. We assure you that we would be able to refinance the notes of such series on reasonable terms, or at all. Our failure to offer to purchase the notes of the relevant series or to purchase all validly tendered notes of such series would be an event of default with respect to the notes of such series. Such an event of default may cause the acceleration of our other indebtedness.

The change of control provision of the notes will not necessarily protect you in the event of certain highly leveraged transactions that do not apply to the Corporate Transactions.

The change of control triggering event provision will not afford you protection in the event of certain highly leveraged transactions that do not apply to the Corporate Transactions. For example, any leveraged recapitalization, refinancing, restructuring or other transaction will not, and none of the Corporate Transactions will, constitute a change of control that would potentially lead to a change of control. We could enter into any such transaction even though the transaction could increase the total amount of our outstanding indebtedness, change our capital structure or credit rating or otherwise adversely affect the holders of the notes. These transactions may not involve a change in ownership or result in a downgrade in the ratings of the notes of either series and/or cause either series of notes to cease to be investment grade. If they do, may not necessarily constitute a change of control triggering event that affords you the protections described in this prospectus. If such transactions were to occur, the market value of the notes could decline.

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Changes in our credit ratings may adversely affect your investment in the notes.

The credit ratings of our indebtedness are an assessment by ratings agencies of our ability to pay our debts when due. These ratings are not intended to be used as a basis for purchase, hold or sell the notes, inasmuch as the ratings do not comment as to market price or suitability for a particular investment. The ratings do not address all material risks relating to an investment in the notes, but rather reflect only the view of each ratings agency at the time the ratings are based on current information furnished to the ratings agencies by us and information obtained by the ratings agencies. An explanation of the significance of such rating may be obtained from such ratings agency. There can be no assurance that such ratings will remain in effect for any given period of time or that such ratings will not be lowered, suspended or withdrawn entirely by the ratings agencies, if, in their judgment, circumstances so warrant. Actual or anticipated changes or downgrades in our credit ratings, including any announcement of a review for a downgrade, could affect the market value and liquidity of the notes and increase our borrowing costs.

Your ability to transfer the notes may be limited by the absence of an active trading market, and there is no assurance that an active market will develop for the notes.

The notes are new issues of securities for which there is no established trading market. The underwriters have advised us that they will make a market in the notes, as permitted by applicable laws and regulations; however, the underwriters are not obligated to make a market in the notes through their market-making activities at any time without notice. Therefore, an active market for the notes may not develop or, if developed, the liquidity of any market for the notes will depend upon, among other things, the number of holders of the notes, our performance, and the interest of securities dealers in making a market in the notes and other factors. If a market develops, the notes could trade at prices other than the initial offering prices of the notes.

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Ratio of earnings to fixed charges

The table below sets forth our pro forma ratios of earnings to fixed charges for the fiscal year ended December 31, 2011 and for the period ended September 30, 2012 after giving effect to this offering and the expected use of proceeds.

The ratios have been calculated based upon earnings from continuing operations before fixed charges and taxes on income. Fixed charges are based upon our estimate of the portion of minimum rentals that represents interest. The ratio of earnings to fixed charges for all periods have been calculated based upon exploration and production operations as discontinued operations.

In computing the pro forma ratios, the historical ratios are adjusted by the pro forma interest expense amount, which is calculated based upon (1) adding to historical charges the increase in interest costs resulting from the issuance of the notes offered hereby and (2) deducting from historical interest costs resulting from the retirement of indebtedness under our credit facility that we may repay with the proceeds of this offering and the maximum \$1 billion of stock buybacks under our share repurchase program. See "Use of proceeds" in this prospectus supplement.

	Fiscal Year Ended December 31, 2011	Nine Months Ended September 30, 2012
	Pro Forma	
Ratio of earnings to fixed charges	13.2x	13.2x

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Use of proceeds

We expect the net proceeds from this offering of notes to be approximately \$1,484 million, after deducting underwriting discounts of the offering. We intend to use the net proceeds to fund our previously announced special dividend of \$2.50 per share (for a total of \$500 million) and to fund repurchases pursuant to our share buyback program in an aggregate amount not to exceed \$1 billion, for general corporate purposes. Prior to repurchases under our share buyback program, we may use a portion of the net proceeds to fund borrowings under our revolving credit facility and redraw on our revolver from time to time to fund repurchases under such program. We have approximately \$450 million in borrowings under our revolving credit facility. Borrowings under our revolving credit facility bear interest on our credit rating as of September 30, 2012 and mature in June 2016.

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Capitalization

We have provided in the table below our unaudited consolidated capitalization as of September 30, 2012, and as adjusted to give effect to:

- the issuance of the notes offered hereby;
- the expected use of proceeds of this offering to fund our previously announced special dividend of \$2.50 per share (for a total of \$500 million), and to fund our share buyback program of up to \$1 billion of our shares of common stock (assuming all shares are repurchased on September 30, 2012); and
- the spin-off of Murphy USA (including the relevant pro forma adjustments as described in “Summary—Unaudited pro forma financial statements”).

Except as described above, the adjustments do not give effect to the other Corporate Transactions. The notes offered hereby will remain the obligations of Murphy following completion of the Corporate Transactions.

(unaudited)
(in thousands)

Cash and cash equivalents

Current liabilities:

Other, 6%, due through 2028(1)

Long-term debt:

2.500% Notes, due 2017, net of unamortized discount of \$77
 3.700% Notes, due 2022, net of unamortized discount of \$2,436
 5.125% Notes, due 2042, net of unamortized discount of \$906
 4.00% Notes, due 2022, net of unamortized discount of \$1,009(2)
 7.05% Notes, due 2029, net of unamortized discount of \$1,547(2)
 Other, 6%, due through 2028(1)
 Revolving Credit Facility(3)
 Other Credit Facility
 Total long-term debt (excluding current maturities)

Stockholders' equity:

Cumulative Preferred Stock, par \$100, authorized 400,000 shares, none issued
 Common Stock, par \$1.00, authorized 450,000,000 shares, issued 194,452,935 shares
 Capital in excess of par value
 Retained earnings
 Accumulated other comprehensive income

Treasury stock

Total stockholders' equity

Total capitalization (long-term debt and stockholders' equity)

- (1) Includes debt associated with electrical facilities at the Hankinson, North Dakota ethanol production facility. The debt matures in September 2028.
- (2) At September 30, 2012.

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- (3) At October 31, 2012, we had approximately \$450 million in borrowings under our revolving credit facility. Prior to repurchases under our share buyback program, we made offerings to repay borrowings under our revolving credit facility and redraw on our revolver from time to time to fund repurchases under such program. See "Use of Proceeds"

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Description of the notes

We have summarized selected provisions of the notes below. This summary supplements and replaces, where inconsistent, the and provisions of debt securities under the caption "Description of Debt Securities" in the accompanying prospectus. As used in "Murphy Oil Corporation," "we," "our," "us," "the Company," "Murphy Oil" and "Murphy" refer to Murphy Oil Corporation only and

General

Each series of notes will be issued as a separate series of notes under the senior indenture dated as of May 18, 2012 and a s dated as of November 30, 2012 and hereafter collectively referred to as "the indenture," between Murphy Oil and U.S. Bank Na Each series of notes will vote separately as a class, except as otherwise provided in the indenture.

The 2017 notes will initially be limited to an aggregate principal amount of \$550,000,000. The 2022 notes will initially be limited of \$600,000,000. The 2042 notes will initially be limited to an aggregate principal amount of \$350,000,000. The offering and sa conditioned on the sale of any other series of notes.

The 2017 notes will mature on December 1, 2017 and will bear interest at 2.500% per year. The 2022 notes will mature on Dec interest at 3.700% per year. The 2042 notes will mature on December 1, 2042 and will bear interest at 5.125% per year. Inter accrue from November 30, 2012. The interest rate payable on the notes of each series will be subject to adjustments from time (or a substitute ratings agency therefor) downgrades (or downgrades and subsequently upgrades) the credit rating assigned to described in "—Interest rate adjustment" below.

We:

- will pay interest on the notes semiannually on June 1 and December 1 of each year, commencing June 1, 2013;
- will pay interest on the notes to the person in whose name a note is registered at the close of business on the May 1 interest payment date;
- will compute interest on the notes on the basis of a 360-day year consisting of twelve 30-day months;
- will make payments on the notes at the offices of the trustee; and
- may make payments by wire transfer for notes held in book-entry form or by check for notes held in certificated form person entitled to the payment as it appears in the note register.

We will issue the notes only in fully registered form, without coupons, in denominations of \$2,000 and any integral multiple of \$1 will not be subject to any sinking fund, and will be subject to redemption at our option, as described below.

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Further issuances

We may from time to time, without the consent of the existing holders, create and issue additional notes having the same terms as the notes of a series offered by this prospectus supplement in all respects, except for the issue date, issue price and, under some circumstances, the rate of interest on the notes, provided that if the additional notes of a series are not fungible with the notes of such series for U.S. federal income tax purposes, the additional notes will have a different CUSIP. Additional notes issued in this manner will be consolidated with and form a single series of outstanding notes of such series.

Optional redemption

Each series of notes may be redeemed in whole at any time or in part from time to time, at our option, as set forth below.

The 2017 notes may be redeemed at any time by us at a redemption price equal to the greater of:

- 100% of the principal amount of notes to be redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (including such payments of interest accrued and unpaid to the date of redemption) discounted to the date of redemption on a semi-annual 360-day year consisting of twelve 30-day months) at the treasury rate plus 30 basis points,

plus accrued and unpaid interest on the principal amount of the notes being redeemed to, but not including, the redemption date.

If the 2022 notes are redeemed at any time prior to September 1, 2022 (the date that is three months prior to the maturity date of the 2022 notes) or the 2042 notes are redeemed at any time prior to June 1, 2042 (the date that is six months prior to the maturity date of the 2042 notes), respectively, may be redeemed by us at a redemption price equal to the greater of:

- 100% of the principal amount of notes to be redeemed; or
- the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed (including such payments of interest accrued and unpaid to the date of redemption) discounted to the date of redemption on a semi-annual 360-day year consisting of twelve 30-day months) at the treasury rate plus 35 basis points,

plus accrued and unpaid interest on the principal amount of the notes being redeemed to, but not including, the redemption date.

If the 2022 notes are redeemed at any time on or after September 1, 2022 (the date that is three months prior to the maturity date of the 2022 notes) or the 2042 notes are redeemed at any time on or after June 1, 2042 (the date that is six months prior to the maturity date of the 2042 notes), respectively, may be redeemed by us at a redemption price equal to the greater of:

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the 2022 notes or the 2042 notes, respectively, may be redeemed by us at a redemption price equal to 100% of the principal amount outstanding to be redeemed plus accrued and unpaid interest on the principal amount of the notes being redeemed to, but not including

“Treasury rate” means, with respect to any redemption date:

- the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recent release designated “H.15(519)” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System which establishes yields on actively traded U.S. Treasury securities adjusted to constant maturity under the caption “Treasury Yields” for the maturity corresponding to the comparable treasury issue (if no maturity is within three months before or after the maturity of the comparable treasury issue, the yields for the two published maturities most closely corresponding to the comparable treasury issue will be determined by interpolating or extrapolating from such yields on a straight line basis, rounding to the nearest month); or
- if such release (or any successor release) is not published during the week preceding the calculation date or does not contain a yield to maturity, the yield to maturity, expressed as an annual percentage rate, equal to the semi-annual equivalent yield to maturity of the comparable treasury issue, calculated using a price for such redemption date (expressed as a percentage of its principal amount) equal to the comparable treasury price for such redemption date.

The treasury rate will be calculated on the third business day next preceding the date fixed for redemption (the “calculation date”).

“Comparable treasury issue” means the U.S. Treasury security selected by an independent investment banker as having a maturity (or remaining term) (“remaining life”) of the notes to be redeemed that would be utilized, at the time of selection and in accordance with customary practice, for new issues of corporate debt securities of comparable maturity to the remaining term of such notes.

“Comparable treasury price” means, with respect to any redemption date, (1) the average of four reference treasury dealer quotations, after excluding the highest and lowest reference treasury dealer quotations, or (2) if the independent investment banker obtains fewer than four reference treasury dealer quotations, the average of all such quotations.

“Independent investment banker” means one of J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated or their successors, as specified by us, or, if those firms are unwilling or unable to select the comparable treasury issue, an independent investment banker with national standing appointed by us.

“Reference treasury dealer” means each of (1) J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated or their successors, *provided, however*, that if any of the foregoing shall cease to be a primary U.S. government securities dealer in the United States (“reference treasury dealer”), we will substitute therefor another primary treasury dealer and (2) any two other primary treasury dealers selected by an independent investment banker.

“Reference treasury dealer quotations” means, with respect to each reference treasury dealer and any redemption date, the average of the bid and asked prices for the comparable treasury issue (expressed in each case as a percentage of its principal amount) as quoted by the independent investment banker, of the bid and asked prices for the comparable treasury issue (expressed in each case as a percentage of its principal amount).

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The Company will not be required to make a change of control offer if a third party makes such an offer in the manner, at the time, and in accordance with the requirements for such an offer made by the Company and such third party purchases all notes of the relevant series prior to the date of such offer under its offer.

If holders of not less than 95% in aggregate principal amount of the outstanding notes of the relevant series validly tender and accept a change of control offer and we, or any third party making a change of control offer in lieu of us, as described above, purchase all notes of such series validly tendered and not withdrawn by such holders, we will have the right, upon not less than 30 nor more than 60 days' prior to the date of such offer or more than 30 days following the change of control payment date, to redeem all notes of such series that remain outstanding following the change of control redemption price equal to the change of control payment plus, to the extent not included in the change of control payment, accrued interest on the notes that remain outstanding to the date of redemption *provided* that any payment of interest becoming due on or prior to the date of redemption is payable to the holders of such notes registered as such on the relevant record date.

"Change of control" means the occurrence of any of the following:

(1) the consummation of any transaction or series of related transactions (including, without limitation, any merger or consolidation) in which any person that any "person" (for purposes of this definition, as that term is used in Section 13(d)(3) of the Exchange Act), other than the Company or its subsidiaries, any of the Murphy family or any employee benefit plan of the Company or any of its subsidiaries (each such person) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting power of the Company's voting stock or other voting stock into which the Company's voting stock is reclassified, consolidated, or otherwise changed, measured by voting power rather than number of shares; *provided* that the consummation of any such transaction does not constitute a change of control if (a) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (b) the consummation of such transaction, (x) the direct or indirect holders of the voting stock of the holding company are substantially the same as the direct or indirect holders immediately prior to such transaction or (y) no person (other than the excluded parties) is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of such holding company;

(2) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into the Company, as an event pursuant to a transaction in which any of the Company's outstanding voting stock or the voting stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's voting stock outstanding prior to such transaction constitute, or are converted into or exchanged for, a majority of the voting stock of the surviving person or the parent company of the surviving person, measured by voting power rather than number of shares, immediately after giving effect to such transaction;

(3) the adoption by the board of directors of the Company of a plan relating to the Company's liquidation or dissolution.

"Change of control triggering event" means (1) the ratings of the notes of the relevant series is downgraded by each of the rating agencies during the period (the "trigger period")

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commencing on the earlier of (i) the occurrence of a change of control or (ii) the first public announcement of the occurrence of the Company's intention to effect a change of control (which trigger period will be extended so long as the ratings of the notes of the Company are under announced consideration for possible downgrade by any of the ratings agencies) and (2) the notes of the relevant series are rated by each of the ratings agencies on any date during the trigger period; *provided* that a change of control triggering event will be deemed to have occurred in respect of a particular change of control if each ratings agency does not publicly announce or confirm or inform the public that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in connection with (whether or not the applicable change of control has occurred at the time of the change of control triggering event). Notwithstanding the foregoing, a change of control triggering event will be deemed to have occurred in connection with any particular change of control unless and until such change of control has been consummated.

"*Fitch*" means Fitch Ratings Ltd. and its successors.

"*Immediate family*" of a person means such person's spouse, children, siblings, parents, mother-in-law and father-in-law, sons-in-law and sisters-in-law.

"*Investment grade*" means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's) or S&P (or its equivalent under any successor rating category of S&P), a rating of BBB- or better by Fitch (or its equivalent under any successor rating category of Fitch) or an equivalent investment grade rating from any replacement ratings agency appointed by the Company.

"*Moody's*" means Moody's Investors Service, Inc., a subsidiary of Moody's Corporation, and its successors.

"*Murphy family*" means (1) (i) the C.H. Murphy Family Investments Limited Partnership; (ii) the estate and descendants of C.H. Murphy, late C.H. Murphy, Jr. and their respective estates and descendants; (iv) the respective immediate family of, immediate family of, or any individual included in clause (ii) or (iii); (v) any trust established for the benefit of any of the foregoing, and the respective trustees, fiduciaries and beneficiaries of any such trust or for any limited partnership, limited liability company or other entity owned by any of the foregoing, or organized to achieve estate planning purposes; and (2) any affiliate (as defined in Rule 12b-2 under the Exchange Act) or successor of any of the foregoing.

"*Ratings agency*" means each of Fitch, Moody's and S&P; *provided*, that if any of Fitch, Moody's and S&P ceases to rate the notes of a series publicly available for reasons outside of the Company's control, the Company may appoint a replacement ratings agency that is a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act with respect to the notes.

"*S&P*" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

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“*Voting stock*” of any specified person as of any date means the capital stock of such person that is at the time entitled to vote on the board of directors of such person.

The Company will comply with the applicable requirements of Rule 14e-1 under the Exchange Act and any other securities laws to the extent those laws and regulations are applicable in connection with the repurchase of the notes as a result of a change of control, provided that the provisions of any securities laws or regulations conflict with the change of control offer provisions of the notes, the Company will comply with the securities laws and regulations and will not be deemed to have breached its obligations under the change of control offer provisions in the event of such conflict.

Unless the Company defaults in the change of control payment, on and after the change of control payment date, interest will be payable on the relevant series or portions of the notes of such series tendered for repurchase pursuant to the change of control offer.

Interest rate adjustment

The interest rate payable on the notes of each series will be subject to adjustments from time to time if either Moody’s or S&P ceases to rate the notes of such series or fails to make a rating of the notes of such series publicly available for reasons outside of a “recognized statistical rating organization” within the meaning of Section 3(a)(62) under the Exchange Act with respect to the notes of such series (a “ratings agency”), downgrades (or downgrades and subsequently upgrades) the credit rating assigned to the notes of such series.

If the rating from Moody’s (or any substitute ratings agency therefor) of the notes of a series is decreased to a rating set forth in the table below, the interest rate on the notes of such series will increase such that it will equal the interest rate payable on the notes of such series plus the percentage set forth opposite the ratings from the table below:

Moody’s Rating* Percentage

Ba1
Ba2
Ba3
B1 or below

* Including the equivalent ratings of any substitute ratings agency.

If the rating from S&P (or any substitute ratings agency therefor) of the notes of a series is decreased to a rating set forth in the table below, the interest rate on the notes of that series will increase such that it will equal the interest rate payable on the notes of such series plus the percentage set forth opposite the ratings from the table below:

S&P Rating* Percentage

BB+
BB
BB-
B+ or below

* Including the equivalent ratings of any substitute ratings agency.

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If at any time the interest rate on the notes of a series has been increased and either Moody's or S&P (or, in either case, a substitute ratings agency therefor) subsequently upgrades its rating of the notes of such series to any of the threshold ratings set forth above, the interest rate on the notes of such series will be decreased such that the interest rate for the notes of such series equals the interest rate payable on the notes of such series on the date of their initial issuance plus the percentages set forth opposite the ratings from the tables above in effect immediately following the upgrade (or the percentages set forth opposite the ratings from the tables above in effect immediately following the upgrade by any substitute ratings agency therefor) subsequently upgrades its rating of the notes of a series to Baa3 (or its equivalent, in the case of a substitute ratings agency) or higher, and S&P (or any substitute ratings agency therefor) upgrades its rating to BBB- (or its equivalent, in the case of a substitute ratings agency) or higher, the interest rate on the notes of such series will be decreased to the interest rate payable on the notes of such series on the date of their initial issuance (and if one such upgrade occurs and the other does not, the interest rate on the notes of such series will be decreased so that the interest rate on the notes of such series will be the interest rate payable on the notes of such series on the date of their initial issuance attributable to the upgrading ratings agency). In addition, the interest rates on the notes of each series will permanently cease to be adjusted as described above (notwithstanding any subsequent downgrade in the ratings by either or both ratings agencies) if the notes of such series are rated BBB+ (or the equivalent of either such rating, in the case of a substitute ratings agency) or higher by Moody's and S&P (or, in the case of a substitute ratings agency therefor), respectively (or one of these ratings if the notes are only rated by one ratings agency).

Each adjustment required by any downgrade or upgrade in a rating set forth above, whether occasioned by the action of Moody's or S&P (or any substitute ratings agency therefor), shall be made independent of any and all other adjustments. In no event shall (1) the interest rate on the notes of such series be reduced to below the interest rate payable on the notes of such series on the date of their initial issuance or (2) the total increase in the interest rate on the notes of such series exceed 2.00% above the interest rate payable on the notes of such series on the date of their initial issuance.

No adjustments in the interest rate of the notes of a series shall be made solely as a result of a ratings agency ceasing to provide a rating of the notes of a series. If at any time Moody's or S&P ceases to provide a rating of the notes of a series, we will use our commercially reasonable efforts to obtain a rating of such series of notes from a substitute ratings agency, to the extent one exists, and if a substitute ratings agency exists, for purposes of determining the applicable ratings included in the applicable table above with respect to such substitute ratings agency, (a) such substitute ratings agency will be substituted for the ratings agency that ceased to provide a rating of such series of notes but which has since ceased to provide such rating, (b) the relative rating scale used by the substitute ratings agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national reputation, and, for purposes of determining the applicable ratings included in the applicable table above with respect to such substitute ratings agency, (c) the interest rate on the notes of such series will be decreased, as the case may be, such that the interest rate equals the interest rate payable on the notes of such series on the date of their initial issuance plus the appropriate percentage, if any, set forth opposite the rating from such substitute ratings agency in the applicable table above (the applicable percentage set forth in clause (b) above) (plus any applicable percentage resulting from a decreased rating by the other ratings agency).

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For so long as only one ratings agency provides a rating of the notes of a series, any subsequent increase or decrease in the interest rate shall be necessitated by a reduction or increase in the rating by the ratings agency providing the rating shall be twice the percentage set forth above. For so long as none of Moody's or S&P (or, in either case, a substitute ratings agency therefor) provides a rating of the notes of such series will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on the notes at their initial issuance.

Any interest rate increase or decrease described above will take effect from the first interest payment date following the date of the change that requires an adjustment in the interest rate. If Moody's or S&P (or, in either case, a substitute ratings agency therefor) changes the rating of such series more than once prior to any particular interest payment date, the last change by such agency prior to such interest payment date of any interest rate increase or decrease with respect to the notes of such series described above relating to such ratings agency shall apply. If the interest rate payable on the notes is increased as described above, the term "interest," as used with respect to the notes, will be deemed to mean interest unless the context otherwise requires.

Ranking

The notes will be our senior unsecured obligations and will rank equally in right of payment with all of our other senior unsecured obligations from time to time outstanding.

We currently conduct substantially all of our operations through our subsidiaries, and our subsidiaries generate substantially all of our cash flow. As a result, distributions or advances from our subsidiaries are the principal source of the funds we use to meet our debt service contractual provisions, as well as our subsidiaries' financial condition and operating requirements, may limit our ability to obtain the cash we require to pay our debt service obligations, including payments on the notes. The notes will not be guaranteed by any of our subsidiaries and are structurally subordinated to all obligations of our subsidiaries, including trade payables. This means that holders of the notes will have claims of creditors of our subsidiaries on their assets and earnings. The notes will also be effectively subordinated to any secured debt to the extent of the value of the assets securing that debt. The indenture does not limit the amount of debt our subsidiaries can incur, or the amount of secured debt, subject to the limitations described under "Covenants—Limitations on Liens" below.

Covenants

Limitations on Liens. Neither we nor any restricted subsidiary will issue, assume or guarantee any debt secured by a mortgage or other encumbrance, which are collectively called "mortgages" in the indenture, on any principal property or on any debt or capital stock of any entity which owns any principal property without providing that the debt securities of each series under the indenture will be secured by first lien debt. A "restricted subsidiary" is a 50% or more owned subsidiary owning principal property and having stockholder's equity greater than net assets.

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“Principal property” means all property and equipment directly engaged in our exploration, production, refining, marketing and transportation of such property and equipment which our board of directors declares is not material to our business and our subsidiaries’ business.

“Consolidated net assets” means the total of all assets (less depreciation and amortization reserves and other valuation reserves) which, in accordance with generally accepted accounting principles, would appear on the asset side of our consolidated balance sheet, less the aggregated liabilities of our subsidiaries, minority shareholders’ interests in subsidiaries, reserves and other items which, under such principles, would appear on the liability side of the consolidated balance sheet, except debt for borrowed money and stockholders’ equity; *provided, however*, that in determining consolidated net assets, (a) all assets (other than goodwill, which shall be included) which would be classified as intangible assets under generally accepted accounting principles, including, without limitation, patents, trademarks, copyrights and unamortized debt discount and expense, (b) any trade receivables, and (c) any write-ups of capital assets (other than write-ups resulting from the acquisition of stock or assets of another corporation).

However, the limitation on liens shall not apply to the following:

- mortgages existing on the date of the indenture;
- mortgages existing at the time an entity becomes a restricted subsidiary of ours;
- mortgages securing debt of a restricted subsidiary in favor of Murphy Oil or any subsidiary of ours;
- mortgages on property, shares of stock or indebtedness (a) existing at the time of the acquisition of the property, shares of stock or indebtedness, or (b) incurred to secure payment of all or part of the purchase price of the property, shares of stock or indebtedness, or incurred prior to, at the time of or within 120 days after the acquisition of the property, shares of stock or indebtedness, for the purpose of financing the construction of the property, for the purpose of financing all or part of the purchase price of the property, shares of stock or indebtedness for construction (provided that such mortgages are limited to such property and improvements thereon or the shares of stock or indebtedness);
- mortgages in favor of the United States of America, any state, any other country or any political subdivision to secure the performance of other payments pursuant to any contract or statute;
- mortgages on property of Murphy Oil or any restricted subsidiary securing debt incurred in connection with financing the construction or acquiring projects, as long as recourse is only to the property;
- specific marine mortgages or foreign equivalents on property or assets of Murphy Oil or any restricted subsidiary;
- mortgages or easements on property of Murphy Oil or any restricted subsidiary incurred to finance the property on a non-recourse basis that do not materially detract from the value of or materially impair the use of the property or assets; or

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- any extension, renewal or replacement of any mortgage referred to in the preceding items or of any debt secured by extension, renewal or replacement secures the same or a lesser amount of debt and is limited to substantially the same amount which secured the mortgage.

Notwithstanding anything mentioned above, we and any of our restricted subsidiaries may issue, assume or guarantee debt secured by property or on any indebtedness or capital stock of any restricted subsidiary (other than the debt secured by mortgages permitted to be 10% of our consolidated net assets.

Limitations on Sale and Lease-Back Transactions. Neither we nor any restricted subsidiary will lease any principal property to a purchaser or transferee of such principal property. However, the limitation on this type of arrangement shall not apply if:

- we or our restricted subsidiary could incur debt secured by a mortgage on the property to be leased, as permitted by the indenture securing the debt securities of each series under the indenture; or
- we apply the greater of the proceeds from the sale or transfer and the fair value of the leased property to the defeasance of debt for borrowed money within 120 days of the sale and lease-back transaction, in both cases reduced by the lesser of the purchase unencumbered principal property and the fair value of unencumbered principal property so acquired, in each case within 120 days after any sale and lease-back transaction.

Consolidation, merger or sale of assets

We will not merge or consolidate with any other corporation or sell or convey all or substantially all of our assets to any person, partnership, continuing corporation, or the successor corporation or the person which acquires by sale or conveyance substantially all our assets. We or our successor corporation organized under the laws of the United States of America or any state thereof and will expressly assume the due and punctual performance of all principal of and interest on all debt securities under the indenture, according to their tenor, and the due and punctual performance of all covenants and conditions of the indenture to be performed or observed by us, by supplemental indenture in form reasonably satisfactory to the trustee and delivered to the trustee by such corporation, and (ii) we or our successor corporation, as the case may be, are not, immediately after such consolidation, or such sale or conveyance, in default in the performance of any such covenant or condition of the indenture.

In case of any such consolidation, merger, sale or conveyance, and following such an assumption by the successor corporation, the successor corporation shall succeed to and be substituted for us, with the same effect as if it had been named in the indenture. Such successor corporation shall issue either in its own name or in our name prior to such succession any or all of the debt securities issuable under the indenture previously signed by us and delivered to the trustee; and, upon the order of such successor corporation instead of us and subject to all the provisions prescribed in the indenture, the trustee will authenticate and will deliver any debt securities which previously were signed and delivered to the trustee for authentication, and any debt securities which such successor corporation thereafter causes to be signed and delivered to the trustee for authentication.

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purpose. All of the debt securities so issued will in all respects have the same legal rank and benefit under the indenture as the thereafter issued in accordance with the terms of the indenture as though all of such debt securities had been issued at the date

In the event of any such sale or conveyance (other than a conveyance by way of lease) we or any successor corporation which is described above will be discharged from all obligations and covenants under the indenture and the debt securities issued thereunder if we are dissolved.

As noted under "Summary," we have announced (i) the spin-off of Murphy USA, our U.S. downstream business, into a separate entity, (ii) the divestiture of our U.K. downstream operations and (iii) the sale of our U.K. exploration and production operations. None of Murphy USA's operations or our U.K. exploration and production operations, individually or taken together in the aggregate, constitutes substantial assets. Without avoidance of doubt, the indenture will provide that (i) the covenant described above will not apply in the event of the completion of the Corporate Transactions and (ii) such provision will not create any presumption that the application of this covenant is triggered by further sales of any or all of the Corporate Transactions, whether considered individually or taken together in the aggregate with any or all of the other Corporate Transactions.

Events of default, notice and waiver

"Event of default" means any of the following in relation to the notes of a series:

- failure to pay interest on the notes of such series for 30 days after the interest becomes due;
- failure to pay the principal on the notes of such series when due;
- failure to perform or breach of any other covenant or warranty in the indenture that continues for 90 days after our business becomes insolvent or the holders of at least 25% in aggregate principal amount of the outstanding notes of all series under the indenture affirmatively vote to accelerate the maturity of the notes of such series;
- default in the payment when due of (a) other indebtedness (other than Project Financing) in an aggregate principal amount of at least 25% of the aggregate principal amount of the outstanding notes of such series if such default is not cured within 30 days after written notice to us and the trustee by the holders of at least 25% in principal amount of the outstanding notes of such series or (b) interest, principal, premium or a sinking fund or redemption payment under any such other indebtedness to become due prior to its stated maturity, which acceleration is not stayed, rescinded or annulled within 90 days after the date of such acceleration and the trustee by the holders of at least 25% in principal amount of the outstanding notes of such series; *provided, however, that* if such default under such indenture or instrument is remedied or cured by us or waived by the holders of such debt before a payment of the moneys due is obtained or entered, then this event of default will also be deemed to have been remedied and no further action upon the part of either the trustee or any of the holders of the notes of such series;

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- a creditor commences involuntary bankruptcy, insolvency or similar proceedings against us and we are unable to obtain a stay of such proceeding within 60 days; or
- we voluntarily seek relief under bankruptcy, insolvency or similar laws or we consent to a court entering an order for relief.

If any event of default relating to outstanding notes of a series occurs and is continuing, either the trustee or the holders of at least a majority in principal amount of the outstanding notes of such series may declare the principal and accrued interest of all of the outstanding notes of such series to be immediately due and payable *provided, however*, that if an event of default occurs pertaining to events of bankruptcy, insolvency or similar proceedings, the principal and accrued interest shall be immediately due and payable without any declaration or other act by the trustee or any holder.

The indenture provides that the holders of at least a majority in principal amount of the outstanding notes of a series may direct the trustee to conduct any proceeding for any remedy available to the trustee, or of exercising any trust or power conferred on the trustee by the indenture for such series. The trustee may act in any way that is consistent with those directions and may decline to act if any of the directions is or would involve the trustee in personal liability.

The indenture provides that the holders of at least a majority in principal amount of the notes of a series may on behalf of the holders of the notes of such series waive any past default (and its consequences) under the indenture, except a default (a) in the payment of principal of the notes of such series, (b) with respect to voluntary or involuntary bankruptcy, insolvency or similar proceedings, or (c) with respect to any other event of default of such indenture which, under the terms of such indenture, cannot be modified or amended without the consent of the holders of at least a majority of the notes of such series. In the case of clause (b) above, the holders of at least a majority of all outstanding debt securities under the indenture on behalf of all such holders waive a default.

The indenture contains provisions entitling the trustee, subject to the duty of the trustee during an event of default to act with respect to the notes of a series indemnified by the holders of the notes of a series before proceeding to exercise any right or power under the indenture at the expense of the holders of the notes of a series.

The indenture requires the trustee to, within 90 days after the occurrence of a default known to it with respect to the notes of a series, give notice of the default if uncured and unwaived. However, the trustee may withhold this notice if it in good faith determines that the giving of this notice is in the interest of those holders. However, the trustee may not withhold this notice in the case of a default in payment of principal of the notes of a series. The term "default" for the purpose of this provision means any event that is, or after notice or lapse of time becomes, an event of default with respect to the notes of a series.

The indenture requires us to file annually with the trustee a certificate, executed by our officers, indicating whether any of the events of default under the indenture.

"Project Financing" means any indebtedness that is incurred to finance or refinance the acquisition, improvement, installation, development, completion, maintenance, operation, securitization or monetization, in respect of all or any

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portion of any project, any group of projects, or any asset related thereto, and any guaranty with respect thereto, other than such guaranty that expressly provides for direct recourse to us or any of our subsidiaries (other than a Project Financing Subsidiary) other than recourse to the equity in, indebtedness or other obligations of, or properties of, one or more Project Financing Subsidiaries, support such as limited guaranties or obligations to provide or guaranty equity contributions or to make subordinated loans shall not be taken into account for the purpose of this definition.

“Project Financing Subsidiary” means any of our subsidiaries whose principal purpose is to incur Project Financing or to become a member or other equity participant or owner in a person so created, and substantially all the assets of such subsidiary are limited to the acquisition, improvement, installation, design, engineering, construction, development, completion, maintenance, operation, security or financing in whole or in part by one or more Project Financings, or (ii) the equity in, indebtedness or other obligations of, one or more persons.

Notices

We will mail notices and communications to the holder’s address shown on the register of the notes for the relevant series.

Paying agents and transfer agents

The trustee will be the paying agent and transfer agent for the notes.

The trustee

U.S. Bank National Association is the trustee under the indenture. The trustee and an affiliate of the trustee are lenders under the facility.

Book-entry delivery and settlement

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the notes. The notes will be securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized participant. One or more fully-registered certificates will be issued for each series of notes, in the aggregate principal amount of such issue.

DTC has advised us as follows:

- DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Banking Law, a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended.
- DTC holds and provides asset servicing for U.S. and non-U.S. equity issues, corporate and municipal debt issues, and other securities. DTC’s participants (“direct participants”) deposit with DTC. DTC also facilitates the post-trade settlement among direct participants in securities transactions in deposited securities, through

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electronic computerized book-entry transfers and pledges between direct participants' accounts, thereby eliminating the need for securities certificates;

- direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, including the Euroclear System ("Euroclear") and Clearstream Banking, S.A. ("Clearstream");
- DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"), and DTCC is the holding company for the Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies, and regulated subsidiaries;
- access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, clearing corporations, including Euroclear and Clearstream, that clear through or maintain a custodial relationship with DTC, directly or indirectly; and
- the rules applicable to DTC and its participants are on file with the SEC.

We have provided the following descriptions of the operations and procedures of DTC solely as a matter of convenience. These descriptions are provided solely within the control of DTC and are subject to change by them from time to time.

We expect that under the procedures established by DTC:

- upon deposit of the global notes with DTC or its custodian, DTC will credit on its internal system the accounts of direct participants and underwriters with portions of the principal amounts of the global notes; and
- ownership of the notes will be shown on, and the transfer of ownership of the notes will be effected only through, the records of DTC, its nominee, with respect to interests of direct participants, and the records of direct and indirect participants, with respect to interests of indirect participants.

The foregoing information concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable. The underwriters or the trustee takes any responsibility for the accuracy of the foregoing information, and you are urged to contact your broker or dealer to discuss these matters.

Euroclear and Clearstream will hold interests in the notes on behalf of their participants through customers' securities accounts maintained in the books of their respective depositories, which are Euroclear Bank, S.A./N.V., as operator of Euroclear, and Citibank, N.A., as operator of Clearstream.

The laws of some jurisdictions require that purchasers of securities take physical delivery of those securities in definitive form. As a result, the interests in the notes represented by a global note to those persons may be limited. In addition, because DTC can act only on behalf of persons who hold interests through participants, the ability of a person having an interest in notes represented by a global note to transfer those interests to persons or entities that do not participate in DTC's system, or otherwise to take actions in respect of those interests, may be limited by the lack of a physical definitive security in respect of such interest.

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So long as DTC or its nominee is the registered owner of a global note, DTC or that nominee will be considered the sole owner by that global note for all purposes under the indenture and under the notes. Except as provided below, owners of beneficial interests in global notes will not be considered the owners or holders thereof under the indenture or under the notes for any purpose, including with respect to the exercise of any rights or remedies, unless they are registered as owners in the records of DTC or its nominee. Owners of beneficial interests in global notes will not receive or be entitled to receive physical delivery of the notes. Owners of beneficial interests in global notes will not be considered the owners or holders thereof under the indenture or under the notes for any purpose, including with respect to the exercise of any rights or remedies, unless they are registered as owners in the records of DTC or its nominee. Accordingly, each holder owning a beneficial interest in a global note must rely on the procedures of the participant through which that holder owns its interest, to exercise its rights or remedies under the indenture or the global note.

Neither we nor the trustee will have any responsibility or liability for any aspect of the records relating to or payments made on or for the maintenance, supervising or reviewing any records of DTC relating to the notes.

Payments on the notes represented by the global notes will be made to DTC or its nominee, as the case may be, as the registrant expects that DTC or its nominee, upon receipt of any payment on the notes represented by a global note, will credit participants' accounts proportionate to their respective beneficial interests in the global note as shown in the records of DTC or its nominee. Payments to participants to owners of beneficial interests in the global note held through such participants will be governed by standing instructions. This is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. This is the case for those payments.

Payments on the notes represented by the global notes will be made in immediately available funds. Transfers between participants in accordance with DTC rules and will be settled in immediately available funds.

Cross-market transfers between participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be made in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by their depositaries. Cross-market transfers of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in that system in accordance with the rules and established deadlines (Brussels time) of that system. Euroclear or Clearstream, as the case may be, will, if the transaction requires, deliver instructions to its respective depositaries to take action to effect final settlement on its behalf by delivering or receiving interests in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a global note in DTC will be credited and reported to the relevant Euroclear or Clearstream participant, during the securities settlement process (same day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received from the result of sales of interests in a global note by or through a Euroclear or Clearstream participant to a participant in DTC will be received on the settlement date of DTC but will be

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available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream follow

Certificated notes

We will issue certificated notes for each series to each person that DTC identifies as the beneficial owner of the notes of such upon surrender by DTC of such global notes if:

- DTC notifies us that it is no longer willing or able to act as a depository for such global notes, and we have not appointed a new depository within 90 days of that notice;
- an event of default has occurred with respect to such series of notes and is continuing, and DTC requests the issuance of such series of notes; or
- we determine not to have such series of notes represented by a global note.

Neither we nor the trustee will be liable for any delay by DTC, its nominee or any direct or indirect participant in identifying the beneficial owners of such notes. We and the trustee may conclusively rely on, and will be protected in relying on, instructions from DTC or its nominee for such purposes with respect to the registration and delivery, and the respective principal amounts, of the notes to be issued.

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Material U.S. federal income tax considerations

The following are the material U.S. federal income tax considerations relevant to owning and disposing of notes purchased in the offering, which is the first price at which a substantial amount of the notes is sold to the public, and held as capital assets for U.S. federal income tax purposes.

This discussion does not describe all of the tax consequences that may be relevant to you in light of your particular circumstances, including "charitable contribution tax" and "Medicare contribution tax" consequences and differing tax consequences applicable to you if you are, for instance:

- a financial institution;
- a regulated investment company;
- a dealer or trader in securities;
- holding notes as part of a "straddle" or integrated transaction;
- a partnership for U.S. federal income tax purposes; or
- a tax-exempt entity.

If you are a partnership for U.S. federal income tax purposes, the U.S. federal income tax treatment of your partners will generally depend on the nature of your partners and your activities. If you are such a partnership and are considering the purchase of notes, or if you are a partner in such a partnership, you should consult your tax advisers about the U.S. federal income tax consequences of purchasing, owning and disposing of the notes.

This summary is based on the Internal Revenue Code of 1986, as amended to the date hereof, administrative pronouncements, temporary and proposed Treasury Regulations, changes to any of which subsequent to the date of this prospectus supplement are described herein. If you are considering the purchase of notes, you should consult your tax adviser with regard to the application of the law to your particular situation, as well as any tax consequences arising under the laws of any state, local or foreign taxing jurisdiction.

Certain contingent payments

Under certain circumstances, we may be required to make additional payments on a note, for example, as described under "Description of the notes—Rate adjustment"; and "Description of the notes—Repurchase upon a change of control triggering event." The applicable Treasury Regulations provide that the possibility that certain contingent payments will be made will not cause a debt instrument to be treated as a contingent payment debt instrument. If, on the date of issuance, it is significantly more likely than not that the contingent payments will not be made. Although the matter is not free from doubt, our position is that the possibility of such payments does not result in the notes being treated as contingent payment debt instruments for U.S. federal income tax purposes. The Internal Revenue Service (the "IRS"). If the IRS takes a contrary position, you may be required to accrue interest income based on the yield (as defined in the Treasury Regulations) determined at the time of issuance of the notes (which yield would be higher than the state and local adjustments to such accruals when any contingent payments are made that differ from the

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payments based on the comparable yield. In addition, any income on the sale or other taxable disposition of the notes would be more than as capital gain. You should consult your tax adviser regarding the tax consequences if the notes were treated as contingent payment debt instruments. The remainder of this discussion assumes that the notes are not treated as contingent payment debt instruments.

Tax consequences to Non-U.S. Holders

As used herein, the term “Non-U.S. Holder” means a beneficial owner of a note that is, for U.S. federal income tax purposes:

- a non-resident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

You are not a Non-U.S. Holder if you are a non-resident alien individual present in the United States for 183 days or more in the current year, you are a former citizen or former resident of the United States, in which case you should consult your tax adviser regarding the tax consequences of owning or disposing of a note.

Payments on the notes

Payments of principal and interest on the notes by the Company or any paying agent to you will not be subject to U.S. federal income tax if that, in the case of interest,

- you do not own, actually or constructively, ten percent or more of the total combined voting power of all classes of stock of the Company that entitle you to vote;
- you are not a controlled foreign corporation related, directly or indirectly, to the Company through stock ownership;
- you certify on a properly executed IRS Form W-8BEN, under penalties of perjury, that you are not a United States person;
- it is not effectively connected with your conduct of a trade or business in the United States as described below.

If you cannot satisfy one of the first three requirements described above and interest on the notes is not effectively connected with your conduct of a trade or business in the United States as described below, payments of interest on the notes generally will be subject to withholding tax under an applicable income tax treaty providing for a reduced rate.

Sale or other taxable disposition of the notes

You generally will not be subject to U.S. federal income or withholding tax on gain realized on a sale, redemption or other taxable disposition of a note if the gain is effectively connected with your conduct of a trade or business in the United States as described below, provided however that accrued interest will be treated as described above under “Payments on the Notes.”

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Effectively connected income

If interest or gain on a note is effectively connected with your conduct of a trade or business in the United States (and, if required by a tax treaty, is attributable to a U.S. permanent establishment or fixed base maintained by you), you will generally be taxed in the same manner as a U.S. person. In this case, you will be exempt from the withholding tax on interest discussed above, although you will be required to provide Form W-8ECI in order to claim an exemption from withholding. You are urged to consult your tax adviser with respect to other tax consequences of ownership and disposition of notes, including the possible imposition of a branch profits tax at a rate of 30% (or a lower treaty rate).

Backup withholding and information reporting

Information returns are required to be filed with the IRS in connection with payments of interest on the notes. Unless you complete and file Form W-9, you will be treated as a United States person. If you are not a United States person, information returns may also be filed with the IRS in connection with the proceeds from the disposition of a note. You may be subject to backup withholding on payments on the notes or on the proceeds from a sale or other disposition of a note if you do not comply with certification procedures to establish that you are not a United States person or otherwise establish an exemption. The certification required to claim the exemption from withholding tax on interest described above will satisfy the certification requirements necessary to avoid backup withholding, as well. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to you will be allowed as a credit against your federal income tax liability and may entitle you to a refund, provided that the required information is timely furnished to the IRS.

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Underwriting

Subject to the terms and conditions stated in the underwriting agreement dated the date of this prospectus supplement, the undersigned J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives, have severally and jointly agreed to sell to such underwriters, the principal amount of the notes set forth opposite the names of such underwriters.

Underwriter	Principal Amount of 2017 Notes	2022 Notes
J.P. Morgan Securities LLC	\$ 181,115,000	\$ 181,115,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	181,115,000	181,115,000
Deutsche Bank Securities Inc.	34,815,000	34,815,000
RBC Capital Markets, LLC	34,815,000	34,815,000
Wells Fargo Securities, LLC	34,815,000	34,815,000
Citigroup Global Markets Inc.	18,315,000	18,315,000
DNB Markets, Inc.	18,315,000	18,315,000
Mitsubishi UFJ Securities (USA), Inc.	18,315,000	18,315,000
Capital One Southcoast, Inc.	4,730,000	4,730,000
Comerica Securities, Inc.	4,730,000	4,730,000
Fifth Third Securities, Inc.	4,730,000	4,730,000
Morgan Keegan & Company, Inc.	4,730,000	4,730,000
Scotia Capital (USA) Inc.	4,730,000	4,730,000
U.S. Bancorp Investments, Inc.	4,730,000	4,730,000
Total	\$ 550,000,000	\$ 550,000,000

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes included in this offering are subject to certain legal matters by counsel and to certain other conditions. The underwriters are obligated to purchase all the notes if they

The underwriters propose to offer some of the notes directly to the public at the public offering price set forth on the cover page and some of the notes to certain dealers at the public offering price less a concession not in excess of 0.35% of the principal amount of the 2022 notes and 0.50% of the principal amount of the 2042 notes. The underwriters may allow, and shall allow, a concession not in excess of 0.225% of the principal amount of the 2017 notes, 0.25% of the principal amount of the 2022 notes and 0.50% of the principal amount of the 2042 notes on sales to certain other dealers. After the initial offering of the notes to the public, the public offering price may be changed.

The following table shows the underwriting discount to be paid to the underwriters by us in connection with this offering.

2.500% Notes due 2017
3.700% Notes due 2022

5.125% Notes due 2042

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The notes are a new issue of securities with no established trading market. We do not currently intend to apply for the listing of the notes on an exchange or for quotation of the notes in any dealer quotation system. We have been advised by the underwriters that one or more of the underwriters may have a market in the notes, but the underwriters are not obligated to do so and may discontinue any market-making activities at any time without notice. We do not have any assurance as to the liquidity of the trading market for the notes.

We estimate that our total expenses for this offering, excluding the underwriting discount, will be approximately \$2.7 million. The underwriters are not obligated to reimburse us for a portion of our offering expenses.

In connection with the offering, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, on behalf of the underwriters, may buy and sell notes in the open market. These transactions may include over-allotment, syndicate covering transactions and stabilizing transactions. A syndicate covering transaction involves syndicate sales of notes in excess of the principal amount of notes to be purchased by the underwriters in the offering, in order to cover a short position. Syndicate covering transactions involve purchases of the notes in the open market after the distribution has been completed to cover short positions. Stabilizing transactions consist of certain bids or purchases of notes made for the purpose of preventing or retarding a decline in the price of the notes while the offering is in progress.

The underwriters may also impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from a syndicate member. J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, in covering syndicate short positions or making stabilizing transactions, may purchase notes originally sold by that syndicate member.

Any of these activities may cause the price of the notes to be higher than the price that otherwise would exist in the open market for the notes. These transactions may be effected in the over-the-counter market or otherwise and, if commenced, may be discontinued at any time.

We have agreed to indemnify the underwriters against certain liabilities, including certain liabilities under the Securities Act of 1933, to the extent of payments the underwriters may be required to make in respect of any of those liabilities.

In the ordinary course of their respective businesses, certain of the underwriters and the trustee and some of their affiliates have performed and may perform various financial advisory, commercial banking and investment banking services for us from time to time, for which they charge customary fees. Affiliates of some of the underwriters, including the representatives, J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, the trustee and an affiliate of the trustee are lenders under our revolving credit facility. To the extent we use the proceeds from our revolving credit facility, these parties will receive their share.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank deposits) for their own accounts and for the accounts of their customers, and such investment and securities activities may involve securities and instruments of the issuer. If any of the underwriters or their affiliates has a lending relationship with us, certain of those underwriters and their affiliates routinely hedge their positions in securities of the issuer.

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may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading of such securities or financial instruments and may at any time hold, or recommend to clients that they acquire, long or short positions in such securities or financial instruments.

Notice to prospective investors in the European Economic Area

In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State") an underwriter has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of notes which are the subject of the offer of notes prospectus supplement to the public in that Relevant Member State other than:

- (A) to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;
- (B) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, to fewer than 100 persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive with the consent of the relevant underwriter or underwriters nominated by us for any such offer; or
- (C) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of notes shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or a prospectus supplement to a prospectus pursuant to Article 16 of the Prospectus Directive.

For purpose of this provision, the expression "an offer to the public" in relation to any notes in any Relevant Member State means an offer of notes by any means and by any means of sufficient information on the terms of the offer of the notes to be offered so as to enable an investor to decide whether to subscribe for the same may be varied in the Relevant Member State by any measure implementing the Prospectus Directive in the Relevant Member State. "Prospectus Directive" means Directive 2003/71/EC (including amendments thereto, including the 2010 PD Amending Directive, in force in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State; and the expression "Prospectus Supplement" means Directive 2010/73/EU.

Notice to prospective investors in the United Kingdom

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made is only made to, persons who are "qualified investors" (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to financial markets or (ii) who are acting in connection with the exercise of their functions in connection with Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order") and

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companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (a referred to as “relevant persons”). This document must not be acted on or relied on in the United Kingdom by persons who are Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with,

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Legal matters

The validity of the notes will be passed on for us by Davis Polk & Wardwell LLP, New York, New York. Certain other legal matters will be passed upon for the underwriters by Cravath, Swaine & Moore LLP, New York, New York.

Experts

The consolidated financial statements and schedule of Murphy Oil Corporation and subsidiaries as of December 31, 2011 and for the three-year period ended December 31, 2011, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2011, have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accountants, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

Estimates of the proved reserves, future production and income attributable to leasehold properties of Murphy Oil Corporation in the United Kingdom and in the Eagle Ford Shale in south Texas in the United States as of December 31, 2011 included and in the prospectus supplement were based upon a third-party study prepared by Ryder Scott Company, L.P., independent petroleum engineer, incorporated by reference these estimates in reliance on the authority of such firm as an expert in such matters.

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PROSPECTUS

Murphy Oil Corporation

**COMMON STOCK
PREFERRED STOCK
DEPOSITARY SHARES
SENIOR DEBT SECURITIES
SUBORDINATED DEBT SECURITIES
WARRANTS**

We may offer from time to time common stock, preferred stock, depositary shares representing preferred stock, senior debt securities, warrants. Specific terms of these securities will be provided in supplements to this prospectus. You should read this prospectus and any supplement.

Our common stock is listed on the New York Stock Exchange and trades under the ticker symbol "MUR."

We may sell the securities offered under this prospectus through agents; through underwriters or dealers; directly to one or more purchasers. We may use any of these methods of sale. For each offering of securities under this prospectus, we will identify the specific plan of distribution, including any direct purchasers, and their compensation, in the related prospectus supplement.

Investing in these securities involves certain risks. See "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2011 and in our most recent Quarterly Report on Form 10-Q subsequent to such Annual Report. These risks are incorporated by reference herein.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or the truthfulness or completeness of this prospectus. Any representation to the contrary is a criminal offense.

Final Prospectus Supplement

<http://www.sec.gov/Archives/edgar/data/71>

The date of this prospectus is October 4, 2012

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You should rely only on the information contained in or incorporated by reference in this prospectus, the accompanying prospectus supplement, and any other prospectus that we file with the Securities and Exchange Commission (the “SEC”) in connection with the offering described in such prospectus. We are not making an offer of these securities in any state where the offer is not permitted. The information contained in or incorporated by reference in this prospectus is accurate as of any date other than the date on the front of this prospectus.

The terms “we,” “our,” “us,” “its,” “the Company,” “Murphy Oil” and “Murphy Oil Corporation” refer to Murphy Oil Corporation and its subsidiaries, unless the context indicates otherwise, and except as provided in the next sentence. In the descriptions of securities contained herein, the terms “we,” “Murphy Oil” and “Murphy Oil Corporation” refer to Murphy Oil Corporation only.

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[Table of Contents](#)**ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement that we filed with the SEC utilizing a “shelf” registration process. Under this shelf registration process, we may offer a combination of the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. We may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement described under the heading “Where You Can Find More Information.”

MURPHY OIL CORPORATION

We are a worldwide oil and gas exploration and production company with retail and wholesale gasoline marketing operations in the United States and marketing operations in the United Kingdom.

Our principal executive offices are located at 200 Peach Street, P.O. Box 7000, El Dorado, Arkansas 71731-7000, and our telephone number is (870) 865-1000. Our common capital stock is listed on the New York Stock Exchange under the symbol “MUR.” We maintain a website at <http://www.murphyoilcorp.com> which is available. We are not incorporating the contents of the website into this prospectus.

[Table of Contents](#)**WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document filed with the SEC at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling 1-800-SEC-0330. In addition, the SEC maintains an Internet site at <http://www.sec.gov>, from which interested persons can electronically access the registration statement and the exhibits and schedules thereto.

The SEC allows us to “incorporate by reference” the information we file with them, which means that we can disclose important information in our documents. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC may supersede this information. We incorporate by reference each document listed below and all documents subsequently filed with the SEC pursuant to Section 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the termination of the offering under this prospectus.

- Our Annual Report on Form 10-K for the year ended December 31, 2011, filed on February 28, 2012 (as amended by our Annual Report on Form 10-K filed on March 16, 2012);
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2012 and June 30, 2012, filed on May 7, 2012 and August 1, 2012;
- Our Definitive Proxy Statement on Schedule 14A filed on March 29, 2012 (solely to the extent incorporated by reference into our Annual Report on Form 10-K); and
- Our Current Reports on Form 8-K or 8-K/A filed on February 3, 2012, March 20, 2012, April 5, 2012, May 4, 2012, May 9, 2012, June 21, 2012 and August 1, 2012.

We are not incorporating by reference any Current Report on Form 8-K that is furnished to the SEC pursuant to Items 2.02, 7.01 or 9.01 of the Exchange Act.

You may request a copy of these filings at no cost, by writing or telephoning the office of the Corporate Secretary, Murphy Oil Corporation, P.O. Box 71731-7000, Little Rock, Arkansas 71731-7000, (870) 862-6411.

[Table of Contents](#)**SPECIAL NOTE ON FORWARD-LOOKING STATEMENTS**

This prospectus, including the documents we incorporate by reference, contain statements of Murphy Oil's expectations, intentions, plans, and forward-looking information, including statements regarding the possible separation of our U.S. downstream business, and are dependent on certain events, risks and uncertainties that are not within Murphy Oil's control. These forward-looking statements are made in reliance upon the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Murphy Oil's actual results could differ materially from those expressed or implied by these statements due to a number of factors, including, but not limited to, changes in crude oil and natural gas prices, the level and success rate of our exploration programs, our ability to maintain production rates and replace reserves, changes in demand for our products, political and regulatory instability, and uncontrollable natural hazards, as well as those contained under the caption "Risk Factors" in our Annual Report for the year ended December 31, 2011 and in our most recent Quarterly Report on Form 10-Q subsequent to such Annual Report.

[Table of Contents](#)**RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth our ratio of earnings to fixed charges for the periods indicated. We have computed the ratio of earnings to fixed charges. For this purpose, “earnings” consist of income from continuing operations before income taxes adjusted for (1) distribution earnings of affiliates, (2) previously capitalized interest charged to earnings during the period, (3) interest and expense on indebtedness, excluding interest portion of rentals (calculated as one-third of rentals). “Fixed charges” consist of (1) interest and expense on indebtedness, excluding interest and (3) the interest portion of rentals (calculated as one-third of rentals).

<u>Six Months Ended</u> <u>June 30, 2012</u>	<u>Years Ended December 31,</u>		
	<u>2011</u>	<u>2010</u>	<u>2009</u>
22.4	15.6	14.6	14.5

USE OF PROCEEDS

Unless otherwise stated in the prospectus supplement accompanying this prospectus, we will use the net proceeds we receive from the prospectus and any accompanying prospectus supplement for general corporate purposes. General corporate purposes may include additions, expenditures, repayment of debt or the financing of possible acquisitions.

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DESCRIPTION OF COMMON STOCK

The following description of our capital stock is based upon our certificate of incorporation (“Certificate of Incorporation”), our bylaws and other provisions of law. We have summarized certain portions of the Certificate of Incorporation and Bylaws below. The summary is not complete. The Bylaws are incorporated by reference in the registration statement for these securities that we have filed with the SEC and have been filed as Form 10-K for the year ended December 31, 2011. You should read the Certificate of Incorporation and Bylaws for the provisions that are in effect.

Certain provisions of the Delaware General Corporation Law (“DGCL”), the Certificate of Incorporation and the Bylaws summarized above may have an anti-takeover effect. This may delay, defer or prevent a tender offer or takeover attempt that a shareholder might consider in its best interest and may result in a premium over the market price for its shares.

Authorized Capital Stock

Our Certificate of Incorporation authorizes us to issue 450,400,000 shares of stock of all classes, of which 450,000,000 shares shall be common stock, par value \$100 per share, and 400,000 shares shall be cumulative preferred stock, par value \$100 per share. No shares of stock of any class have any preemptive rights to subscribe to any shares of stock of any class or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants other than such rights as the Board of Directors may grant and at such prices as the Board of Directors may fix. The Board of Directors may issue any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of stock of any class, with or without preference, of any class, either in whole or in part, to the existing stockholders of any class.

Common Stock

As of June 30, 2012, there were 194,256,715 shares of common stock outstanding. Except as provided by our Certificate of Incorporation, all shares of common stock shall have the right, to the exclusion of all other classes of stock, to one vote for each share of stock standing in the name of such holder. In the absence of preferences that may be applicable to any outstanding preferred stock, the holders of common stock are entitled to receive ratably such dividends from time to time by the Board of Directors out of funds legally available therefor. In the event of liquidation, dissolution or winding up of Murphy Oil, the holders of common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior distribution rights of preferred stock, if any, and redemption or sinking fund provisions applicable to the common stock. All outstanding shares of common stock are fully paid and non-assessable. The common stock to be issued upon completion of this offering will be fully paid and non-assessable. The common stock is listed on the New York Stock Exchange. The transfer agent for the common stock is Computershare Investor Services, LLC.

Preferred Stock

The Board of Directors has the authority to issue the preferred stock in one or more series and to fix the rights, preferences, privileges, dividends, dividend rights, dividend rates, conversion or exchange rights, voting rights, terms of redemption, redemption prices, liquidation preferences, and the number of shares constituting any series of the designation of such series, without further vote or action by the shareholders. The Board of Directors may, in its discretion, have the effect of delaying, deferring or preventing a change in control of Murphy Oil without further action by the shareholders and may adversely affect the holders of common stock. We may further amend from time to time our Certificate of Incorporation to increase the number of authorized shares of preferred stock. Any such amendment would require the approval of the holders of a majority of the outstanding shares of our preferred stock. As of the date of this prospectus, there is no preferred stock.

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Certain Anti-Takeover Effects of Delaware Law

We are subject to Section 203 of the DGCL (“Section 203”). In general, Section 203 prohibits a publicly held Delaware corporation from entering into a “business combination” transactions with any interested stockholder for a period of three years following the date of the transactions in which the person becomes an interested stockholder, unless:

- the transaction is approved by the board of directors prior to the date the interested stockholder obtained such status;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 10% of the outstanding voting stock of the corporation outstanding at the time the transaction commenced; or
- on or subsequent to such date the business combination is approved by the board and authorized at an annual or special meeting of the stockholders by a vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

A “business combination” is defined to include mergers, asset sales, and other transactions resulting in financial benefit to a stockholder. A “person who, together with affiliates and associates, owns (or within three years, did own) 15% or more of a corporation’s outstanding voting stock” is a person who, together with affiliates and associates, owns (or within three years, did own) 15% or more of a corporation’s outstanding voting stock. Section 203 may discourage attempts to acquire or delay mergers or other takeover or change in control attempts with respect to Murphy Oil and, accordingly, may discourage attempts to acquire Murphy Oil. In the event of a business combination, the transaction may offer Murphy Oil’s stockholders the opportunity to sell their stock at a price above the prevailing market price.

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DESCRIPTION OF PREFERRED STOCK

When we offer to sell a particular series of preferred stock, if the terms of any series of preferred stock being offered differ from the terms of any other series of preferred stock, we will describe the specific terms of the securities in a supplement to this prospectus. The preferred stock will be issued under a certificate of incorporation for each series of preferred stock and is also subject to our Certificate of Incorporation.

Our Board of Directors may issue authorized shares of preferred stock, as well as authorized but unissued shares of common stock, without the consent of our shareholders, unless shareholder action is required by applicable law or by the rules of a stock exchange or quotation system on which any series of our stock is listed. All shares of preferred stock offered will be fully paid and non-assessable.

The transfer agent for each series of preferred stock will be described in the prospectus supplement.

Dividend Rights

The preferred stock will be preferred over our common stock as to payment of dividends. Before we declare and set apart for payment of dividends (other than dividends or distributions payable in common stock) on our common stock, the holders of shares of each series of preferred stock will be entitled to receive dividends when, as and if declared by our board of directors. We will pay those dividends either in cash, shares of common stock or preferred stock or on dates set forth in the prospectus supplement. With respect to each series of preferred stock, the dividends on each share of the series will be payable on the share unless some other date is set forth in the prospectus supplement relating to the series. Accruals of dividends will not bear interest.

Rights upon Liquidation

The preferred stock will be preferred over the common stock as to asset distributions so that the holders of each series of preferred stock will be entitled to receive, in our voluntary or involuntary liquidation, dissolution or winding up and before any distribution is made to the holders of common stock, the full amount of accumulated dividends and, in the event of a voluntary liquidation, any premium, as set forth in the applicable prospectus supplement. The holders of preferred stock will not be entitled to any other or further payment. If upon any liquidation, dissolution or winding up our net assets are insufficient to pay in full the respective amounts to which the holders of all outstanding preferred stock are entitled, our entire remaining net assets will be distributed to the holders of preferred stock in amounts proportional to the full amounts to which the holders of each series are entitled.

Redemption

All shares of any series of preferred stock will be redeemable to the extent set forth in the prospectus supplement relating to the series. The common stock will be convertible into shares of common stock or into shares of any other series of preferred stock to the extent set forth in the applicable prospectus supplement.

Other Provisions of our Certificate of Incorporation

In the event of a proposed merger or tender offer, proxy contest or other attempt to gain control of Murphy Oil which is not approved by our Board of Directors, the board of directors of Murphy Oil may authorize the issuance of one or more series of preferred stock with voting rights or other rights in connection with the success of the proposed merger, tender offer, proxy contest or other attempt to gain control of Murphy Oil. While the ability of the board of directors to issue such preferred stock may be limited by applicable law, our restated certificate of incorporation and the applicable rules of the stock exchanges upon which our common stock is listed, the holders of common stock would not be required for any issuance of preferred stock in such a situation.

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DESCRIPTION OF DEPOSITARY SHARES

We may, at our option, elect to offer fractional shares of preferred stock, rather than full shares of preferred stock. If we exercise this option, we will issue receipts for depositary shares, and each of these depositary shares will represent a fraction, as set forth in the applicable prospectus supplement, of a share of preferred stock. The shares of any series of preferred stock underlying the depositary shares will be deposited under a deposit agreement between us and the depositary selected by us. The depositary will have its principal office in the United States and a combined capital and surplus of at least \$50,000,000.

Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fraction of a share of preferred stock underlying that depositary share, to all the rights and preferences of the preferred stock underlying that depositary share. Those rights include the right to receive dividends and liquidation rights. The depositary shares will be evidenced by depositary receipts issued pursuant to the deposit agreement. Depositary receipts for depositary shares purchased by persons purchasing the fractional shares of preferred stock underlying the depositary shares, in accordance with the terms of the offering. Copies of the deposit agreement and each depositary receipt will be filed with the SEC in connection with the offering of specific depositary shares.

Dividends and Other Distributions

The depositary will distribute all cash dividends or other cash distributions received with respect to the preferred stock to the record holders of depositary shares underlying the preferred stock in proportion to the number of depositary shares owned by those holders.

If there is a distribution other than in cash, the depositary will distribute property received by it to the record holders of depositary shares underlying the preferred stock in proportion to the number of depositary shares owned by those holders, unless the depositary determines that it is not feasible to make the distribution. If this occurs, the depositary may, with our approval, distribute the net proceeds from the sale of the property to the applicable holders.

Redemption of Depositary Shares

If a series of preferred stock represented by depositary shares is subject to redemption, the depositary shares will be redeemed from the depositary resulting from the redemption, in whole or in part, of that series of preferred stock held by the depositary. The redemption price per share will be an applicable fraction of the redemption price per share payable with respect to that series of the preferred stock.

Whenever we redeem shares of preferred stock that are held by the depositary, the depositary will redeem, as of the same redemption price, the depositary shares representing the shares of preferred stock so redeemed. If fewer than all the depositary shares are to be redeemed, the depositary will select the depositary shares to be redeemed by lot or pro rata, as the depositary may determine.

Voting the Preferred Stock

Upon receipt of notice of any meeting at which the holders of the preferred stock are entitled to vote, the depositary will mail the information to the record holders of the depositary shares underlying the preferred stock. Each record holder of the depositary shares on the record date (which is the record date for the preferred stock) will be entitled to instruct the depositary as to the exercise of the voting rights pertaining to the amount of the preferred stock underlying those depositary shares. The depositary will then try, as far as practicable, to vote the number of shares of preferred stock underlying those depositary shares in accordance with these instructions, and we agree to take all actions deemed necessary by the depositary to enable the depositary to do so. The depositary will not be liable to the extent it does not receive specific instructions from the holders of depositary shares underlying the preferred stock.

[Table of Contents](#)**Amendment and Termination of the Depositary Agreement**

The form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement may at any time be amended by the depositary. However, any amendment which materially and adversely alters the rights of the holders of depositary shares will not be effective unless approved by a majority of the depositary shares then outstanding. We or the depositary may terminate the deposit agreement only if (a) the depositary shares have been redeemed or (b) there has been a final distribution of the underlying preferred stock in connection with our liquidation, dissolution or winding up, and the distribution has been distributed to the holders of depositary receipts.

Charges of Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will also pay all taxes and governmental charges arising from the depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will be responsible for all taxes and governmental charges and those other charges, including a fee for the withdrawal of shares of preferred stock upon surrender of depositary receipts, provided in the deposit agreement to be for their accounts.

Miscellaneous

The depositary will forward to holders of depositary receipts all reports and communications from us that we deliver to the depositary in connection with the holders of the preferred stock.

Neither we nor the depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our obligations under the deposit agreement. Our obligations and those of the depositary will be limited to performance in good faith of our respective duties under the deposit agreement. We nor they will be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless satisfied that the depositary may rely upon written advice of counsel or accountants, or upon information provided by persons presenting preferred stock for depositary receipts or other persons believed to be competent and on documents believed to be genuine.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering notice to us of its election to resign. We may remove the depositary at any time. A resignation or removal will take effect upon the appointment of a successor depositary and its acceptance of the appointment. We must appoint the successor depositary within 90 days of the resignation or removal and it must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$10,000,000.

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DESCRIPTION OF DEBT SECURITIES

This prospectus describes certain general terms and provisions that could apply to the debt securities. The debt securities will constitute a part of the debt securities of Murphy Oil. Each prospectus supplement will state the particular terms that actually will apply to the debt securities included in the supplement.

In addition to the following summary, you should refer to the applicable provisions of the following documents for more detailed information:

- the senior indenture dated as of May 18, 2012 between Murphy Oil and U.S. Bank National Association, as trustee, which has a registration statement of which this prospectus is a part, and
- the subordinated indenture, a form of which has been filed as an exhibit to the registration statement of which this prospectus is a part.

Neither indenture limits the aggregate principal amount of debt securities that we may issue under that indenture. We may authorize the issuance of one or more series at various times. All debt securities will be unsecured. The senior securities will have the same rank as all of our other unsecured securities. The subordinated securities will be subordinated to senior indebtedness as described under "Subordinated Securities" in this prospectus. The particular series of debt securities being offered will specify the amounts, prices and terms of those debt securities. These terms may include:

- whether the debt securities are senior securities or subordinated securities;
- the title and the limit on the aggregate principal amount of the debt securities;
- the maturity date or dates;
- the interest rate (which may be fixed or variable), or the method of determining any interest rates, at which the debt securities will be payable;
- the dates from which interest shall accrue and the dates on which interest will be payable;
- the currencies in which the debt securities are denominated and principal and interest may be payable;
- any redemption or sinking fund terms;
- any event of default or covenant with respect to the debt securities of a particular series, if not set forth in this prospectus;
- whether the debt securities are to be issued, in whole or in part, in the form of one or more global securities and the depositary for the global securities;
- whether the debt securities would be convertible into our common stock; and
- any other terms of the series, which will not conflict with the terms of the applicable indenture.

We may issue debt securities of any series at various times and we may reopen any series for further issuances from time to time without limitation.

We will issue the debt securities in fully registered form without coupons. Unless we specify otherwise in the applicable prospectus supplement, the debt securities will be securities denominated in U.S. dollars in denominations of \$1,000 or multiples of \$1,000.

We will describe special Federal income tax and other considerations relating to debt securities denominated in foreign currencies and zero-coupon securities (debt securities issued at a substantial discount below their principal amount because they pay no interest or pay interest that is below the stated rate of interest) in the applicable prospectus supplement.

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Unless we specify otherwise in the applicable prospectus supplement, the covenants contained in the indentures and the debt securities apply to holders of debt securities if we enter into a highly leveraged transaction, recapitalization or restructuring.

Exchange, Registration and Transfer

You may exchange debt securities of any series that are not global securities for other debt securities of the same series and of like aggregate principal amount in different authorized denominations. In addition, you may present debt securities for registration of transfer, together with a duly executed form of transfer, to the security registrar or at the office of any transfer agent designated by us for that purpose with respect to any series of debt securities and referred to in the applicable prospectus supplement. No service charge is required for any transfer or exchange of debt securities but we may require payment of any taxes and other charges. The registrar or the transfer agent will effect the transfer or exchange upon being satisfied with the documents of title and identity of the person making the transfer or exchange. We may at any time designate additional transfer agents with respect to any series of debt securities.

In the event of any redemption in part, we will not be required to:

- issue, register the transfer of or exchange debt securities of any series during a period beginning at the opening of business 15 days before the date of redemption of debt securities of that series to be redeemed and ending at the close of business on the mailing date;
- register the transfer of or exchange any debt security, or portion thereof, called for redemption, except the unredeemed portion of any debt security redeemed in part.

For a discussion of restriction on the exchange, registration and transfer of global securities, see “Global Securities.”

Payment and Paying Agents

Unless we specify otherwise in the applicable prospectus supplement, payment of principal, any premium and any interest on debt securities will be made by the paying agents that we designate at various times.

However, at our option, we may make interest payments by check mailed to the address, as it appears in the security register, of the person to whom we specify otherwise in the applicable prospectus supplement, we will make payment of any installment of interest on debt securities to the person to whom the security is registered at the close of business on the regular record date for such interest.

We will specify in the applicable prospectus supplement, the agency which will be designated as our paying agent for payments with respect to any series of debt securities.

Modification of the Indentures

Under each indenture our rights and obligations and the rights of the holders may be modified with our consent and the consents of the holders of at least a majority in principal amount of the then outstanding debt securities of each series affected by the modification.

However, the consent of each affected holder is needed to:

- extend the maturity, reduce the interest rate or extend the payment schedule of any of the debt securities;
- reduce the principal amount or any amount payable on redemption of any debt security;

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- reduce the amount of principal of an original issue discount security payable upon acceleration of maturity or in bankruptcy;
- change the conversion provisions of either indenture in a manner adverse to the holders;
- change the subordination provisions of the subordinated indenture in a manner adverse to the holders of subordinated debt;
- reduce the percentage required for modifications or waivers of compliance with the indentures; or
- impair the right of repayment at the holder's option or the right of a holder to institute suit for repayment on or with respect to a

In addition, the subordinated provisions of the subordinated indenture cannot be modified to the detriment of any of our senior indebted holders of the senior indebtedness.

Any actions we or the trustee may take toward adding to our covenants, adding events of default or establishing the structure or terms of the indentures will not require the approval of any holder of debt securities. In addition, we or the trustee may cure ambiguities or inconsistent provisions without the approval of any holder as long as no holder's interests are materially and adversely affected.

Consolidation, Merger or Sale of Assets

We will not merge or consolidate with any other corporation or sell or convey all or substantially all of our assets to any Person, unless such Person is a corporation, or the successor corporation or the Person which acquires by sale or conveyance substantially all our assets (if other than us) within the laws of the United States of America or any State thereof and will expressly assume the due and punctual payment of the principal of and interest on the debt securities according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the indenture to be performed by the supplemental indenture in form reasonably satisfactory to the trustee, executed and delivered to the trustee by such corporation, and (ii) we or the trustee, in any case may be, are not, immediately after such merger or consolidation, or such sale or conveyance, in default in the performance of any such covenants.

In case of any such consolidation, merger, sale or conveyance, and following such an assumption by the successor corporation, such corporation shall be substituted for us, with the same effect as if it had been named in the indenture. Such successor corporation may cause to be signed, and in our name prior to such succession any or all of the debt securities issuable under the indenture which theretofore had not been signed by us, in the order of such successor corporation instead of us and subject to all the terms, conditions and limitations prescribed in the indenture, the trustee to deliver any debt securities which previously were signed and delivered by our officers to the trustee for authentication, and any debt securities thereafter causes to be signed and delivered to the trustee for that purpose. All of the debt securities so issued will in all respects have the same effect as the debt securities theretofore or thereafter issued in accordance with the terms of the indenture as though all of such debt securities had been executed of the indenture.

In the event of any such sale or conveyance (other than a conveyance by way of lease) we or any successor corporation which has been substituted for us above will be discharged from all obligations and covenants under the indenture and the debt securities and may be liquidated and dissolved.

Our U.S. downstream business does not constitute substantially all of our assets, and for the avoidance of doubt the senior indenture and the debt securities above will not apply in the event we determine to dispose of our U.S. downstream business.

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Events of Default, Notice and Waiver

“Event of Default,” when used in an indenture, will mean any of the following in relation to a series of debt securities:

- failure to pay interest on any debt security for 30 days after the interest becomes due;
- failure to pay the principal on any debt security when due;
- failure to deposit any sinking fund payment after such payment becomes due;
- failure to perform or breach of any other covenant or warranty in the indenture or any debt security that continues for 90 days after written notice to the trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of the affected series;
- default in the payment when due of (a) other indebtedness in an aggregate principal amount in excess of \$75,000,000 and such other indebtedness continues for 90 days after written notice to us and the trustee by the holders of at least 25% in principal amount of the outstanding debt securities of the series, or (b) premium or a sinking fund or redemption payment under any such other indebtedness, causing the indebtedness to become due and acceleration is not stayed, rescinded or annulled within 10 days after written notice to us and the trustee by the holders of at least 25% in principal amount of the outstanding debt securities of the series;
- a creditor commences involuntary bankruptcy, insolvency or similar proceedings against us and we are unable to obtain a stay of such proceedings for 60 days;
- we voluntarily seek relief under bankruptcy, insolvency or similar laws or we consent to a court entering an order for relief against us;
- any other event of default provided for debt securities of that series.

If any event of default relating to outstanding debt securities of any series occurs and is continuing, either the trustee or the holders of at least a majority in principal amount of the outstanding debt securities of that series may declare the principal and accrued interest of all of the outstanding debt securities of such series to be due and payable.

The indentures provide that the holders of at least a majority in principal amount of the outstanding debt securities of any series may direct the trustee in conducting any proceeding for any remedy available to the trustee, or of exercising any trust or power conferred on the trustee, with respect to the debt securities of the series. The trustee may act in any way that is consistent with those directions and may decline to act if any of the directions is contrary to law or to the indentures in personal liability.

The indentures provide that the holders of at least a majority in principal amount of the outstanding debt securities of any series may waive any past default (and its consequences) under the indentures relating to the series, except a default in the payment when due of, interest on or sinking fund installment of any of the debt securities of the series, (b) with respect to voluntary or involuntary bankruptcy, insolvency or similar proceedings, or (c) with respect to a covenant or provision of such indentures which, under the terms of such indentures, cannot be modified or amended without the consent of the holders of at least a majority in principal amount of the outstanding debt securities of the series affected. In the case of clause (b) above, the holders of at least a majority of all outstanding debt securities of the series on behalf of all holders waive a default.

The indentures contain provisions entitling the trustee, subject to the duty of the trustee during an event of default to act with the requirements set forth in the indentures by the holders of the debt securities of the relevant series before proceeding to exercise any right or power under the indentures at the request of the holders of at least a majority in principal amount of the outstanding debt securities of the series.

The indentures require the trustee to, within 90 days after the occurrence of a default known to it with respect to any series of outstanding debt securities, give that series notice of the default if uncured.

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and unwaived. However, the trustee may withhold this notice if it in good faith determines that the withholding of this notice is in the interest of the issuer. The trustee may not withhold this notice in the case of a default in payment of principal of, interest on or sinking fund installment with respect to any debt security of that series. "default" for the purpose of this provision means any event that is, or after notice or lapse of time, or both, would become, an event of default under the terms of that series.

Each indenture requires us to file annually with the trustee a certificate, executed by our officers, indicating whether any of the officers is in default under the indenture.

Replacement of Securities

We will replace any mutilated debt security at the expense of the holder, if we so choose, upon surrender of the mutilated debt security to us. We will also replace debt securities that are destroyed, stolen or lost at the expense of the holder upon delivery to the appropriate trustee of evidence of the destruction, theft or loss of the securities satisfactory to us and to the trustee. In the case of a destroyed, lost or stolen debt security, an indemnity satisfactory to the appropriate trustee at the expense of the holder of the debt security before a replacement debt security will be issued.

Defeasance

The indentures contain a provision that permits us to elect to defease and be discharged from all of our obligations (subject to limited exceptions) on all of our debt securities then outstanding provided the following conditions, among others, have been satisfied:

- we have deposited in trust with the trustee (a) money, (b) U.S. government obligations, or (c) a combination thereof, in each case sufficient to discharge the principal of and interest on the outstanding debt securities of any series;
- no event of default has occurred or is continuing with respect to the securities of any series being defeased;
- defeasance will not result in a breach or violation of, or constitute a default under any agreement to which we are a party or by which we are bound;
- we have delivered to the trustee (a) an officers' certificate and an opinion of counsel that all conditions precedent relating to the defeasance have been satisfied with and (b) an opinion of counsel that the holders will not recognize income, gain or loss for Federal income tax purposes.

Governing Law

The indentures and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

The Trustee

U.S. Bank National Association is trustee under the senior indenture dated as of May 18, 2012. We will specify the trustee for each prospectus supplement, as well as any material relationship we may have with such trustee.

Senior Securities

Limitations on Liens. Neither we nor any restricted subsidiary will issue, assume or guarantee any debt secured by a mortgage, lien, or other security interest, which are collectively called "mortgages" in the indenture, on any principal property or on any debt or capital stock of any restricted subsidiary without providing that the senior securities will be secured equally and ratably or prior to the debt. A "restricted subsidiary" is a 50% or more owned subsidiary, whether or not a corporation, partnership, trust, or other entity, and having stockholder's equity greater than 2% of our consolidated net assets.

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“Principal property” is all property and equipment directly engaged in our exploration, production, refining, marketing and transportation.

“Consolidated net assets” means the total of all assets of Murphy Oil, excluding intangible assets (other than goodwill), treasury stock, non-acquisition-related capital assets, less depreciation, amortization and other similar reserves, less the total of all liabilities, deferred credits in subsidiaries, reserves and other similar items of Murphy Oil, excluding certain acquisition-related debt or stockholders’ equity, as calculated.

However, the limitation on liens shall not apply to the following:

- mortgages existing on the date of the senior indenture;
- mortgages existing at the time an entity becomes a restricted subsidiary of ours;
- mortgages securing debt of a restricted subsidiary in favor of Murphy Oil or any subsidiary of ours;
- mortgages on property, shares of stock or indebtedness (a) existing at the time of the acquisition of the property, shares of stock or indebtedness, (b) to secure payment of all or part of the purchase price of the property, shares of stock or indebtedness, or (c) to secure debt incurred prior to the acquisition of the property, shares of stock or indebtedness or after the completion of construction of the property, for the purchase price of the property, shares of stock or indebtedness or the cost of construction;
- mortgages in favor of the United States of America, any state, any other country or any political subdivision required by contract;
- mortgages on property of Murphy Oil or any restricted subsidiary securing all or part of the cost of operating, constructing or acquiring property, which is only to the property;
- specific marine mortgages or foreign equivalents on property or assets of Murphy Oil or any restricted subsidiary;
- mortgages or easements on property of Murphy Oil or any restricted subsidiary incurred to finance the property on a tax-exempt basis that does not detract from the value of or materially impair the use of the property or assets; or
- any extension, renewal or replacement of any mortgage referred to in the preceding items or of any debt secured by those mortgages or replacement secures the same or a lesser amount of debt and is limited to substantially the same property (plus improvements).

Notwithstanding anything mentioned above, we and any of our restricted subsidiaries may issue, assume or guarantee debt secured by any indebtedness or capital stock of any restricted subsidiary (other than the debt secured by mortgages permitted above) which does not encumber our assets.

Limitations on Sale and Lease-Back Transactions. Neither we nor any restricted subsidiary will lease any principal property for more than one year or transferee of such principal property. However, the limitation on this type of arrangement shall not apply if:

- we or our restricted subsidiary could incur debt secured by a mortgage on the property to be leased, as permitted above, without the mortgage being a senior security of any series; or
- we apply the greater of the proceeds from the sale or transfer and the fair value of the leased property to any senior acquisition-related debt in a sale and lease-back transaction, in both cases less any amounts spent to purchase unencumbered principal property during the term of the sale and lease-back transaction.

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Subordinated Securities

Under the subordinated indenture, payment of the principal of, interest on and any premium on the subordinated securities will generally be made only after payment in full of all of our senior indebtedness.

“Senior indebtedness” is defined as the principal of, any premium and accrued and unpaid interest on the following items, whether or not such items are assumed after the date of execution of the subordinated indenture:

- our indebtedness for money borrowed (other than the subordinated securities);
- our guarantees of indebtedness for money borrowed of any other person; and
- indebtedness evidenced by notes, debentures, bonds or other instruments of indebtedness for the payment of which we are responsible in any way, whether or not otherwise.

Senior indebtedness also includes modifications, renewals, extensions and refundings of any of the types of indebtedness, liabilities, obligations or guarantees, unless the relevant instrument states that the indebtedness, liability, obligation or guarantee, or modification, renewal, extension or refunding does not affect the subordinated securities.

We may not make any payment of principal of, interest on or any premium on the subordinated securities except for sinking fund payments.

- any default or event of default with respect to any senior indebtedness occurs and is continuing, or
- any judicial proceeding is pending with respect to any default in payment of senior indebtedness.

We may make sinking fund payments during a suspension of principal or interest payments on subordinated debt if we make these sinking fund payments by converting or acquiring securities prior to the default or by converting the securities.

If any subordinated security is declared due and payable before its specified date, or if we pay or distribute any assets to creditors upon liquidation or reorganization, we must pay all principal of, any premium and interest due or to become due on all senior indebtedness in full before any subordinated securities are entitled to receive or take any payment. Subject to the payment in full of all senior indebtedness, the holders of the subordinated securities are entitled to the same rights of the holders of senior indebtedness to receive payments or distribution of our assets applicable to senior indebtedness until the subordinated securities are paid in full.

By reason of this subordination, in the event of insolvency, our creditors who are holders of senior indebtedness, as well as some of our other creditors, may have a claim against us in excess of, more, ratably, than the holders of the subordinated securities.

The subordinated indenture will not limit the amount of senior indebtedness or debt securities which we may issue.

Conversion Rights

The prospectus supplement will provide if a series of securities is convertible into our common stock and the initial conversion price and the amount to be converted.

If we have not redeemed a convertible security, the holder of the convertible security may convert the security, or any portion of the principal of the security up to \$1,000, at the conversion price in effect at the time of conversion, into shares of Murphy Oil common stock. Conversion rights expire at the time of the maturity of the security.

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business on the date specified in the prospectus supplement for a series of convertible securities. Conversion rights expire at the close of business on the date of conversion for any convertible securities that we call for redemption.

In order to exercise the conversion privilege, the holder of the convertible security must surrender to us, at any office or agency maintained by us, with a written notice of the election to convert the security, and, if the holder is converting less than the entire principal amount of the security, the amount of the security to be converted. In addition, if the convertible security is converted during the period between a record date for the payment of interest and the related interest payment date, the holder of the convertible security is entitled to convert the security must pay us an amount equal to the interest payable on the principal amount being converted.

We will not pay any interest on converted securities on any interest payment date after the date of conversion except for those securities converted between a record date for the payment of interest and the related interest payment date.

Convertible securities shall be deemed to have been converted immediately prior to the close of business on the day of surrender of the convertible security into fractional shares of stock upon conversion, but we will make an adjustment in cash based on the market price at the close of business on the date of conversion.

The conversion price will be subject to adjustment in the event of:

- payment of stock dividends or other distributions on our common stock;
- issuance of rights or warrants to all our stockholders entitling them to subscribe for or purchase our stock at a price less than the conversion price;
- the subdivision of our common stock into a greater or lesser number of shares of stock;
- the distribution to all stockholders of evidences of our indebtedness or assets, excluding stock dividends or other distributions;
- the reclassification of our common stock into other securities.

We may also decrease the conversion price as we consider necessary so that any event treated for Federal income tax purposes as a dividend will not be taxable to the holders of our common stock.

We will pay any and all transfer taxes that may be payable in respect of the issue or delivery of shares of common stock on conversion.

We are not required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares in a convertible security to be converted and no issue and delivery shall be made unless and until the person requesting the issue has paid the amount of any such tax to our satisfaction that such tax has been paid.

After the occurrence of:

- consolidation with or merger of Murphy Oil into any other corporation,
- any merger of another corporation into Murphy Oil, or
- any sale or transfer of substantially all of the assets of Murphy Oil,

which results in any reclassification, change or conversion of our common stock, the holders of any convertible securities will be entitled to receive the number and amount of shares of common stock or other securities, cash or other property receivable upon such event by a holder of our common stock on the date of the event.

[Table of Contents](#)**DESCRIPTION OF WARRANTS**

We may issue securities warrants for the purchase of debt securities, preferred stock or common stock. Securities warrants may be issued for the purchase of debt securities, preferred stock or common stock and may be attached to or separate from any offered securities. We will issue each series of securities warrants pursuant to a securities warrant agreement to be entered into between us and a bank or trust company, as warrant agent. The securities warrant agent will act solely as agent for the issuer of the securities warrants and will not assume any obligation or relationship of agency or trust for or with any registered holders of securities warrants. In addition to this summary, you should refer to the securities warrant agreement, including the form of securities warrant certificate, for the complete terms of the securities warrant agreement and the securities warrants. The securities warrant agreement and securities warrant certificate and securities warrants, will be filed with the SEC in connection with the offering of the specific securities warrants.

We will describe the particular terms of any issue of securities warrants in the prospectus supplement relating to the issue. Those terms will include:

- the designation, aggregate principal amount, currencies, denominations and terms of the series of debt securities purchasable upon exercise of securities warrants and the price at which the debt securities may be purchased upon exercise;
- the designation, number of shares, stated value and terms (including, without limitation, liquidation, dividend, conversion and stock purchasable upon exercise of securities warrants to purchase shares of preferred stock and the price at which such number of shares may be purchased upon such exercise;
- the number of shares of common stock purchasable upon the exercise of securities warrants to purchase shares of common stock and the price at which such number of shares of common stock may be purchased upon such exercise;
- the date on which the right to exercise the securities warrants will commence and the date on which the right will expire;
- the Federal income tax consequences applicable to the securities warrants; and
- any other terms of the securities warrant.

Securities warrants for the purchase of preferred stock and common stock will be offered and exercisable for U.S. dollars only. Securities warrants for the purchase of debt securities will be offered and exercisable in the applicable foreign currency. Securities warrants will be issued in registered form only. The exercise price for securities warrants will be subject to adjustment in accordance with the applicable prospectus supplement.

Each securities warrant will entitle its holder to purchase the principal amount of debt securities or the number of shares of preferred stock or common stock, as the case may be, at the exercise price set forth in, or calculable as set forth in, the applicable prospectus supplement. The exercise price may be adjusted upon the occurrence of certain events described in the applicable prospectus supplement. After the close of business on the expiration date, unexercised securities warrants will become void. We will specify in the applicable prospectus supplement the manner in which, securities warrants may be exercised in the applicable prospectus supplement.

Prior to the exercise of any securities warrants to purchase debt securities, preferred stock or common stock, holders of the securities warrants will have the same rights of holders of the debt securities, preferred stock or common stock purchasable upon exercise, including:

- in the case of securities warrants for the purchase of debt securities, the right to receive payments of principal of, any premium on, or interest on, the debt securities purchasable upon exercise or to enforce covenants in the applicable indenture; or
- in the case of securities warrants for the purchase of preferred stock or common stock, the right to vote or to receive any payments on the preferred stock or common stock purchasable upon exercise.

[Table of Contents](#)**FORMS OF SECURITIES**

Each debt security and warrant will be represented either by a certificate issued in definitive form to a particular investor or by one of the entire issuance of securities. Certificated securities in definitive form and global securities will be issued in registered form. Definitive securities will be issued to the owner of the security, and in order to transfer or exchange these securities or to receive payments other than interest or other interim payments, the owner will physically deliver the securities to the trustee, registrar, paying agent or other agent, as applicable. Global securities name a depository or its agent, and securities or warrants represented by these global securities. The depository maintains a computerized system that will reflect each investor's ownership of securities through an account maintained by the investor with its broker/dealer, bank, trust company or other representative, as we explain more fully below.

Global Securities

We may issue the debt securities and warrants in the form of one or more fully registered global securities that will be deposited with a depository in the applicable prospectus supplement and registered in the name of that depository or nominee. In those cases, one or more registered global securities of a denomination or aggregate denominations equal to the portion of the aggregate principal or face amount of the securities to be represented by the registered global security and until it is exchanged in whole for securities in definitive registered form, a registered global security may not be transferred except as a result of the registered global security, the nominees of the depository or any successors of the depository or those nominees.

If not described below, any specific terms of the depository arrangement with respect to any securities to be represented by a registered global security are set forth in the prospectus supplement relating to those securities. We anticipate that the following provisions will apply to all depository arrangements.

Ownership of beneficial interests in a registered global security will be limited to persons, called participants, that have accounts with the depository and hold interests through participants. Upon the issuance of a registered global security, the depository will credit, on its book-entry registration system, accounts with the respective principal or face amounts of the securities beneficially owned by the participants. Any dealers, underwriters or other persons involved in the sale of the securities will designate the accounts to be credited. Ownership of beneficial interests in a registered global security will be shown on the records of the depository and interests will be effected only through, records maintained by the depository, with respect to interests of participants, and on the records of participants or persons holding through participants. The laws of some states may require that some purchasers of securities take physical delivery of these securities. Such laws may impair your ability to own, transfer or pledge beneficial interests in registered global securities.

So long as the depository, or its nominee, is the registered owner of a registered global security, that depository or its nominee, as the registered owner or holder of the securities represented by the registered global security for all purposes under the applicable indenture or warrant agreement, below, owners of beneficial interests in a registered global security will not be entitled to have the securities represented by the registered global security, or the names, will not receive or be entitled to receive physical delivery of the securities in definitive form and will not be considered the owners of the securities under the applicable indenture or warrant agreement. Accordingly, each person owning a beneficial interest in a registered global security must rely on the depository or its nominee, that registered global security and, if that person is not a participant, on the procedures of the participant through which the person owns its interest in the registered global security under the applicable indenture or warrant agreement. We understand that under existing industry practices, if we request any action of the depository or its nominee, a holder of an interest in a registered global security desires to give or take any action that a holder is

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entitled to give or take under the applicable indenture or warrant agreement, the depositary for the registered global security would authorize beneficial interests to give or take that action, and the participants would authorize beneficial owners owning through them to give or take that action in accordance with the instructions of beneficial owners holding through them.

Principal, premium, if any, and interest payments on debt securities, and any payments to holders with respect to warrants, represented by the registered global security will be made to the depositary or its nominee, as the case may be, as the registered owner of the securities. None of Murphy Oil, the trustees, the warrant agents, or any other agent of Murphy Oil, agent of the trustees or agent of the warrant agents will be responsible for any aspect of the records relating to payments made on account of beneficial ownership interests in the registered global security or for maintaining any records relating to those beneficial ownership interests.

We expect that the depositary for any of the securities represented by a registered global security, upon receipt of any payment of principal or distribution of underlying securities or other property to holders on that registered global security, will immediately credit participants' accounts with their respective beneficial interests in that registered global security as shown on the records of the depositary. We also expect that payments by participants with respect to their interests in a registered global security held through participants will be governed by standing customer instructions and customary practices and procedures held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of those participants.

If the depositary for any of these securities represented by a registered global security is at any time unwilling or unable to continue as a clearing agency registered under the Exchange Act, and a successor depositary registered as a clearing agency under the Exchange Act is not appointed, the securities in definitive form in exchange for the registered global security that had been held by the depositary. Any securities issued in definitive form in exchange for the registered global security will be registered in the name or names that the depositary gives to the relevant trustee, warrant agent or other relevant agent. The depositary's instructions will be based upon directions received by the depositary from participants with respect to ownership of beneficial interests in the registered global security that had been held by the depositary.

[Table of Contents](#)**PLAN OF DISTRIBUTION**

We may sell the securities offered under this prospectus through agents; through underwriters or dealers; directly to one or more purchasers; or through a combination of these methods of sale. For each offering of securities under this prospectus, we will identify the specific plan of distribution, including any direct purchasers, and their compensation, in the related prospectus supplement.

VALIDITY OF SECURITIES

The validity of the securities will be passed on for us by Davis Polk & Wardwell LLP, New York, New York, and for any underwriters by their counsel, in the applicable prospectus supplement.

EXPERTS

The consolidated financial statements and schedule of Murphy Oil Corporation and subsidiaries as of December 31, 2011 and 2010, the consolidated financial statements for the three-year period ended December 31, 2011, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2011, are incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and the authority of said firm as experts in accounting and auditing.

Estimates of the proved reserves, future production and income attributable to leasehold properties of Murphy Oil Corporation located in the United Kingdom and in the Eagle Ford Shale trend in south Texas in the United States as of December 31, 2011 incorporated by reference herein are incorporated by reference in a third-party study prepared by Ryder Scott Company, L.P., independent petroleum engineers. We have incorporated by reference these estimates and the authority of said firm as an expert in such matters.

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\$1,500,000,000



\$550,000,000 2.500% NOTES DUE 2017

\$600,000,000 3.700% NOTES DUE 2022

\$350,000,000 5.125% NOTES DUE 2042

Prospectus Supplement

November 27, 2012

Joint Book-Running Managers

J.P. Morgan
Deutsche Bank Securities

RBC Capital Markets

Senior Co-Managers

Citigroup

DNB Markets

Final Prospectus Supplement

<http://www.sec.gov/Archives/edgar/data/71>

Co-Managers

**Capital One Southcoast
Fifth Third Securities, Inc.
Scotiabank**