

Parcel ID: 12-092-0146  
Returned to/Prepared by:  
O'Reilly Auto Enterprises, LLC.  
Attn: Property Management  
RE Portfolio Specialist  
233 South Patterson  
Springfield, MO 65802

**MEMORANDUM OF LEASE**

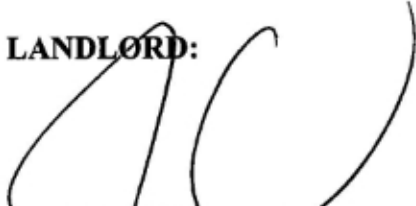
Lease made and entered into on the 23<sup>rd</sup> day of August, 2019.

1. Landlord: SimonCRE JC ASU V, LLC , with principal offices at:  
6900 E. 2<sup>nd</sup> Street, Scottsdale, AZ 85251
2. Tenant: O'Reilly Auto Enterprises, LLC, with principal offices at:  
233 S. Patterson, Springfield, MO 65802.
3. Leased premises located at 2071 W. 1700 S. Syracuse, UT
4. Term of Lease: Lease shall be and is for a period of fifteen (15) years, commencing upon the first day of the month following the earlier of: (i) issuance of a permanent Certificate of Occupancy for the building that Landlord has constructed on the Demised Premises as provided in the Work Letter or (ii) the date Tenant opens for business, (the "Commencement Date"). Upon the commencement of this Lease, Landlord and Tenant will execute a Lease Commencement document in the form of Exhibit C.
5. Extension Options: The Lease provides for four (4) extension options of five (5) years each. Tenant must give Landlord written notice of its intention to exercise extension options not less than ninety (90) days before the end of the initial term of this Lease and any properly exercised extension.
6. Landlord hereby grants to Tenant the right of first refusal to purchase the Demised Premises. In the event Tenant shall elect not to exercise the first right of refusal, then the first right of refusal shall lapse and terminate and Landlord shall be free to sell the demised premises to the offeror of such bona fide offer on the terms set forth in such bona fide offer, subject to the Lease and Tenant's rights as Tenant hereunder. In the event the premises do not sell to the offeror of such bona fide offer, this provision shall not be terminated and Tenant shall have the first right of refusal on any subsequent offers to purchase the Demised Premises.
7. Restricted Use: Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property to an auto parts company or other company which derives more than ten percent (10%) of their business from the sale of wholesale and/or retail auto parts. This restriction shall include, but not be limited to, such companies as

AutoZone, Advance Auto parts, CarQuest, NAPA and Pep Boys and their related entities (including service centers), successors and assignees, or other company which derives more than ten percent (10%) of their business from the sale and supply of wholesale and/or retail auto parts.

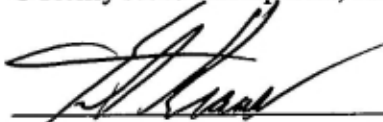
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease this 23<sup>rd</sup> day of August, 2019.

**LANDLORD:**

  
By: Joshua Simon  
Its: Manager

**TENANT:**

O'Reilly Auto Enterprises, LLC

  
By: Scott Kraus  
Its: Senior Vice President

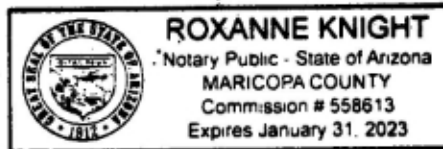
STATE OF Arizona  
COUNTY OF Maricopa)<sup>ss</sup>

On the 14<sup>th</sup> day of August, 2019, before me, a notary public in and for said state, personally appeared Joshua Simon, known to me to be the person who executed the within Memorandum of Lease and acknowledged to me that they executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

1-21-23  
My Commission Expires:

Roxanne Knight  
Notary Public



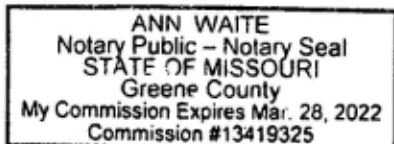
STATE OF MISSOURI )  
 ) ss  
COUNTY OF GREENE )

On the 23<sup>rd</sup> day of August, 2019, before me, a notary public in and for said state, personally appeared Scott Kraus, Senior Vice President of O'Reilly Auto Enterprises, LLC, known to me to be the person who executed the within Memorandum of Lease on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and State, the day and year first above written.

3-28-22  
My Commission Expires:

Ann Waite  
Notary Public



**EXHIBIT "A"**  
**Legal Description**

Real property in the City of Syracuse, County of Davis, State of Utah, described as follows:

BEGINNING 5 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 5 CHAINS; THENCE WEST 2 CHAINS; THENCE NORTH 5 CHAINS; THENCE EAST 2 CHAINS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PORTION OF THE PROPERTY CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 07, 2008, AS ENTRY NO. 2384694, IN BOOK 4589, AT PAGE 705 OF OFFICIAL RECORDS,

ALSO AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 11, 2008, AS ENTRY NO. 2391787, IN BOOK 4613, AT PAGE 169 OF OFFICIAL RECORDS,

ALSO AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 16, 2008, AS ENTRY NO. 2398903, IN BOOK 4637, AT PAGE 506 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 330.00 FEET NORTH 89°11'50" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 16; AND RUNNING THENCE SOUTH 00°48'10" WEST 33.00 FEET; THENCE NORTH 89°11'50" WEST 132.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, AT A POINT 35.85 FEET RADIALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 31+87.66; THENCE NORTH 00°48'10" EAST 33.00 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°11'50" EAST 132.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM LOT 2, GERTGE BUSINESS PARK AND LOT 1 OF GERTGE BUSINESS PARK LOT 1 & RAMPTON MEDICAL PLAZA LOT 2 AMENDED, ACCORDING TO THE OFFICIAL PLATS THEREOF.