

When recorded return to:

O'Reilly Auto Enterprises, LLC
Attn: Property Management
RE Portfolio Specialist
233 South Patterson
Springfield, MO 65802

Tax Parcel No. 12-092-0146

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE ("Amendment") is entered into this 19th day of August, 2021, by and between SIMONCRE JC ASU V, LLC, an Arizona limited liability company ("Landlord"), and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant previously entered into that certain (i) Lease dated as of August 14, 2019 (as the same may have been or may hereafter be amended, amended and restated, supplemented, modified, renewed, extended or replaced, the "Lease") demising to Tenant, among other properties, the real property described in Exhibit A attached hereto and made a part hereof, together with the improvements thereon (the "Demised Premises"), and (ii) a Memorandum of Lease (the "Memorandum") dated as of August 23, 2019 and recorded on March 9, 2021 at Instrument No. 3356578 in the Official Records of Davis County, Utah, which Memorandum provides record notice of the Lease, as it applies to the Demised Premises.

B. Landlord and Tenant desire to amend Exhibit "A" of the Memorandum, as it encumbered more property than the Demised Premises.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties hereby agree as follows:

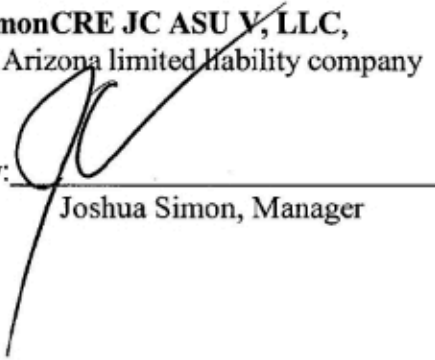
1. Exhibit "A" of the Memorandum is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof.
2. This Amendment is being executed solely to amend the Memorandum and is not intended to amend the Lease in any respect other than as expressly provided in Paragraph 1 above.
3. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

[SIGNATURES BELOW]

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to Memorandum of Lease to be executed by their proper officers or representatives and their proper seals to be hereunto affixed, the day and year first above written.

LANDLORD:

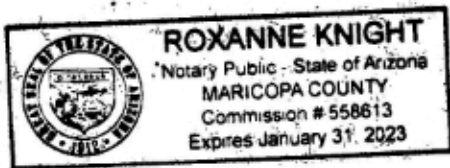
SimonCRE JC ASU V, LLC,
an Arizona limited liability company

By: 
Joshua Simon, Manager

STATE OF ARIZONA)
) SS
COUNTY OF Maricopa)

On this the 23rd day of August, 2021, before me, the undersigned, personally appeared Joshua Simon, Manager of SimonCRE JC ASU V, LLC, an Arizona limited liability company, and that they, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by themselves as Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Roxanne Knight
My Commission Expires: 1-31-23

TENANT:

O'Reilly Auto Enterprises, LLC,
a Delaware limited liability company

By: *[Signature]*
Name: Scott Kraus
Its: Senior Vice President

STATE OF Missouri)
COUNTY OF Greene) SS

On this the 18th day of August, 2021, before me, the undersigned officer, personally appeared Scott Kraus, Senior Vice President of O'Reilly Auto Enterprises, LLC, a Delaware limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
My Commission Expires: 7/12/24

EXHIBIT "A"

LEGAL DESCRIPTION

The Land is described as follows: Real property in the County of Davis, State of UT, 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.

ALSO LESS AND EXCEPTING THE FOLLOWING ROW AREA:

A parcel of land in fee, being part of an entire tract of property, situate in NE1/4 NE1/4 of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, incident to the construction of SR-67 West Davis Highway, known as Project No. S-R199(229). The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract, which point is 330.00 feet West along the Section line and 33.00 feet South from the Northeast corner of said Section 16, and running thence South 21.78 feet along the easterly boundary line of said entire tract to a point 63.50 feet

perpendicularly distant southerly from the Antelope Point right of way control line of said Project, opposite approximate Engineers Station 7067+15.59; thence S.87°48'33"W. 55.33 feet, parallel with said right of way control line, to a point of curvature of a curve to the right with a radius of 6573.50 feet at a point 63.50 feet perpendicularly distant southerly from the Antelope Point right of way control line of said Project, opposite Engineers Station 7066+62.27; thence westerly along said curve with an arc length of 10.84 feet, concentric with said right of way control line, chord bears S.87°51'23"W. 10.84 feet to a point of curvature of a non-tangent curve to the right with a radius of 6571.00 feet at a point 63.50 feet radially distant southerly from the Antelope Point right of way control line of said Project, opposite Engineers Station 7066+49.53; thence westerly along said curve with an arc length of 50.72 feet, chord bears N.86°13'06"W. 50.72 feet to a point of curvature of a non-tangent curve to the right with a radius of 6568.50 feet at a point 58.50 feet radially distant southerly from the Antelope Point right of way control line of said Project, opposite Engineers Station 7065+99.53; thence westerly along said curve with an arc length of 15.28 feet, concentric with said right of way control line, chord bears S.88°24'37"W. 15.28 feet to the westerly boundary line of said entire tract at a point 58.50 feet radially distant southerly from the Antelope Point right of way control line of said Project, opposite approximate Engineers Station 7065+84.39; thence North 21.38 feet along said westerly boundary line to the northerly boundary line of said entire tract; thence East 132.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°48'33" clockwise to equal Highway bearings)