

Parcel ID: _____
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 5th day of January, 2022.


1. Landlord: RKF Salem, LLC, with principal offices at: 1835 S. Hwy. 89, Perry, UT 84302.
2. Tenant: O'Reilly Auto Enterprises, LLC, with principal offices at: 233 S. Patterson, Springfield, MO 65802.
3. Leased premises located at 875N UT-198, Salem, UT.
4. Term of Lease: Lease shall be and is for a period of fifteen (15) years, commencing on upon the first day of the first month following the earlier to occur (i) the 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 Declaration of Commencement document in the form of Exhibit C.
5. Extension Options: This Lease provides for five (5) 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. Right of First Refusal: Landlord hereby grants to Tenant the right of first refusal to purchase the Demised Premises. If during the initial term of the Lease, or during the term of any properly exercised extension option, Landlord shall receive from any party not a party to the Lease a bona fide offer the Landlord intends to accept, then within two (2) business days of the receipt by Landlord of such bona fide offer to purchase, Landlord shall deliver to Tenant written notice of all terms of such offer, together with true and accurate copies of any and all written offers, letters of intent or other written communications by which said offer was transmitted to Landlord. Tenant shall have ten (10) business days after

receipt from the Landlord of such notice and offer documents to notify Landlord in writing of its intention to exercise the first right of refusal granted herein. Within ten (10) days after so notifying Landlord of such intent, the Landlord and Tenant shall execute a written contract for the sale of the Demised Premises by Landlord to Tenant, which written contract shall be prepared consistent with the material and substantive terms of such bona fide offer. If Tenant shall elect not to exercise the first right of refusal granted herein in the manner herein provided, 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. If 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.

7. Restricted Use: Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its affiliates or subsidiaries to an auto parts company or other company which derives more than ten percent (10%) of their business from the sale and supply of commercial, professional, 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 commercial, professional, wholesale and/or retail auto parts.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease this 28th day of February, 2023.

LANDLORD:
RKF Salem, LLC



By: Ryan W. Forsyth
Its: Manager

TENANT:
O'Reilly Automotive Stores, Inc.



By: Phil Hopper
Its: Senior Vice President

STATE OF Utah)
COUNTY OF Box Elder)^{ss}

On the 28 day of February, 2023, before me, a notary public in and for said state, personally appeared Ryan W. Forsyth, Manager of RKF Salem, LLC, 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.

8-12-23
My Commission Expires:

Katrina Perry
Notary Public



STATE OF MISSOURI)
)^{ss}
COUNTY OF GREENE)

On the 8 day of March, 202³, before me, a notary public in and for said state, personally appeared Phil Hopper, 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.

4-1-26
My Commission Expires:

Sandra L Haynes
Notary Public

SANDRA L HAYNES
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County

My Commission Expires: Apr. 01, 2026
Commission # 12585307

EXHIBIT A
LEGAL DESCRIPTION

A PORTION OF

BOUNDARY DESCRIPTION

Beginning at a point located North 258.13 feet and East 1448.71 feet from the Northwest Corner of Section 1, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

thence South 89°24'09" East 1039.73 feet; thence South 23°52'13" West 511.92 feet; thence North 88°09'37" West 104.42 feet; thence South 00°50'48" West 537.72 feet; thence South 88°02'12" East 305.57 feet; thence along the westerly right-of-way line of Highway 198 the following two courses and distances: 1) South 66°07'47" East 1.97 feet, and 2) South 23°52'13" West 641.75 feet; thence North 88° 21 '00" West 724.62 feet; thence North 00°12'00" East along 250 East Street 226.20 feet; thence South 88°30'00" East 6.05 feet; thence North 00°12'00" E 66.75 feet; thence South 89°48'0" East 120.00 feet; thence North 00°12'00" East 1000.00 feet; thence North 89°48'00" West 120.00 feet; thence North 00°12'00" East 39.61 feet; thence West 54.07 feet; thence North 258.13 feet to the point of beginning.

Area = 1,171,235 S.F. / 26.8878 Acres