

BUILDING LEASE MODIFICATION AGREEMENT
Brunswick, GA Store #006575

This Building Lease Modification Agreement, ("the Agreement"), made and entered into this 4 day of February, 2021, by and between O'Quinn Investments, LLC, a Georgia limited liability company, ("Landlord)," and O'Reilly Automotive Stores, Inc., a Missouri corporation company, ("Tenant").

WITNESSETH:

Whereas, under Lease dated October 20, 2021, collectively, ("the Lease"), Landlord leased to Tenant the premises located at 375 Palisade Drive, Brunswick, GA, as more particularly described in the Lease and on the terms and conditions set out therein, and;

Whereas, the parties hereto desire to amend and modify Sections 2 and 9 of the Lease.

Now therefore, in consideration of the promises, covenants and agreements hereinafter set out it is agreed by and between the parties as follows:

1. Landlord and Tenant mutually agree to replace Section 2 of the Lease with the following:

“(A) OPTIONS TO EXTEND LEASE: Tenant shall have the right to four (4) renewable options to extend the term of this Lease for a period of five (5) years each. To exercise any of the options, Tenant shall notify Landlord in writing of its desire to exercise the option. Said notice shall be made to Landlord at least ninety (90) days prior to the expiration of the original Lease term, or, prior to the expiration of any previously extended option period.”

2. Landlord and Tenant mutually agree to add the following to Section 9 of the Lease:

“(B) Landlord acknowledges that Tenant, as part of Tenant's initial occupancy of the Demised Premises will be making certain improvements and modifications to the Demised Premises, which may include, but are not limited to, moving counters, remodeling the interior, installing a header wall, installing an exhaust fan, building offices and a brake lathe room, building a new store front, painting the exterior and any other work required to create an O'Reilly Auto Parts store. Landlord consents to this work.

At any time, Tenant shall have the right to erect or install shelves, bins, machinery, air conditioning or heating equipment and trade fixtures, providing that Tenant complies with all applicable governmental laws, ordinances and regulations. At the expiration of this Lease, Tenant shall have the right to remove such items so installed, provided Tenant is not in default at the time of such removal and provided further that Tenant shall, at the time of removal of such items, repair in a good and workmanlike manner any damage caused by

installation or removal thereof. All alterations, additions or improvements in or to the Demised Premises shall become the property of Landlord at the expiration or termination of this Lease."

3. This Agreement may be executed in any number of counterparts, each of which is deemed an original. The counterparts together constitute one agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent electronically and/or by fax is binding upon transmission and such copy may be used for the purposes of this Agreement.
4. Except as expressly modified and amended by this Agreement, the terms and conditions of the Lease continue in full force and effect; provided, however, that in the event of any conflict in the provisions of the Lease and the provisions of this Agreement, the provisions of this Agreement govern and control.
5. Each individual executing this Agreement on behalf of Landlord and Tenant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Landlord or Tenant, each individual or entity is in fact the true Landlord or Tenant and that this Agreement is binding upon Landlord or Tenant. Each person executing this Agreement on behalf of Tenant and Landlord hereby covenants and warrants that Tenant and Landlord, as the case may be, is duly incorporated, formed or organized.

In Witness whereof, the parties hereto have executed the above and foregoing instrument the day and year above written.

LANDLORD:

O'Quinn Investments, LLC
a Georgia limited liability company



By: Shaun O'Quinn
Its: Manager

TENANT:

O'Reilly Automotive Stores, Inc.
a Missouri corporation



By: Scott Kraus
Its: Senior Vice President