October 21, 2021.

Via: UPS Overnight Delivery

O'Quinn Investments, LLC
C/o PenFed Realty
Attn: Harry Bell
17 W. Cedar Street
Pensacola, FL 32502

Re: Fully Executed Lease Agreement for property located in Brunswick, GA.

Dear Harry,

Enclosed herewith please find a fully executed original of the Lease Agreement, SNDA and Memorandum of Lease for the property located in Brunswick, GA.

If you have any questions regarding the documents, do not hesitate to contact me.

We look forward to many years as your Tenant in this property.

Sincerely,

Nicole Bullard
Acquisition Lease Specialist

O'Reilly Auto Parts Corporate
233 South Patterson Avenue
Springfield, MO 65802
Ph: 417-862-2674 x 4635
Fax: 417-829-5726

Enclosures

Returned to/Prepared by:
O'Reilly Automotive Stores, Inc.
RE Portfolio Specialist
Attn: Property Management
233 South Patterson
Springfield, MO 65802

MEMORANDUM OF LEASE

Lease made and entered into on the 20 day of OCTOBER, 2021.

1. Landlord: O'Quinn Investments, LLC, a Georgia limited liability company, with principal offices at: 212 South First Street, Suite 1, Jesup, GA 31545.

2. Tenant: O'Reilly Automotive Stores, Inc., with principal offices at: 233 S. Patterson, Springfield, MO 65802

3. Leased premises located at 375 Palisade Drive, Brunswick, GA.

4. Term of Lease: Lease shall be and is for a period of ten (10) years, commencing on the first day of the first month after the earlier of: (i) Tenant applies for and receives its permanent Certificate of Occupancy from the City of Brunswick, GA or (ii) Tenant opens for business.

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. Restricted Use: Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its subsidiaries or affiliates, 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 20 day of OCTOBER, 2021.

Signed, sealed and delivered this 3 day of August, 2021 in the presence of

Katie H. Stephens

Notary Public
Commission Expiration Date:
(NOTARY SEAL)

KATIE H. STEPHENS
NOTARY
Comm. Exp.
11/01/2024
PUBLIC
WAYNE COUNTY, GA

LANDLORD:
O'Quinn Investments, LLC
a Georgia limited liability company

Shaun O'Quinn (Seal)

By: Shaun O'Quinn
Its: Manager

Witnesses to Landlord:

Laura Kate Roberson

Print Name: Laura Kate Roberson
Date: 03 Aug 2021

Brandi Thrift

Print Name: Brandi Thrift
Date: 03 Aug 2021

Signed, sealed and delivered
this 20 day of October, 2021
in the presence of

____
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

NICOLE BULLARD
Notary Public – Notary Seal
STATE OF MISSOURI
Polk County
My Commission Expires June 21, 2024
Commission #20123781

TENANT:
O'Reilly Automotive Stores, Inc.,
a Missouri corporation

______________________________ (Seal)
By: Scott Kraus
Its: Senior Vice President

Witnesses to Tenant:

____
Print Name: Hayley Lewis
Date: 10-20-21

____
Print Name: Theresa Collins
Date: 10.20.21

BUILDING LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between O'Quinn Investments, LLC, a Georgia limited liability company, hereinafter referred to as "Landlord," and O'Reilly Automotive Stores, Inc., a Missouri corporation, hereinafter referred to as "Tenant,"

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the following described Demised Premises (hereinafter referred to as the "Demised Premises") being approximately 6,843 square feet of building space situated at 375 Palisade Drive, Brunswick, GA, on 40,594 square feet of land, as more particularly described on the attached Exhibit A and Exhibit A-1, together with all rights, privileges, easements and appurtenances belonging to or in any way pertaining to the Demised Premises and together with the building and other improvements now situated or to be erected upon the Demised Premises.

TO HAVE AND TO HOLD the same for a term of ten (10) years commencing on the first day of the first month after the earlier of: (i) Tenant applies for and receives its permanent Certificate of Occupancy from the City of Brunswick, GA or (ii) Tenant opens for business, which shall be the commencement date of the Lease ("Commencement Date"). Upon the Commencement Date, Landlord and Tenant shall enter into a Declaration of Commencement document in the form of Exhibit E.

1. RENT:

The rental to be paid by Tenant to Landlord for years one (1) through ten (10) of the initial term of the Lease shall be in the monthly amount of Four Thousand Two Hundred Seventy-Six and 88/100 Dollars ($4,276.88). All rent shall be paid on the first day of each and every month throughout the initial term and any exercised option of this Lease.

2. OPTIONS TO EXTEND LEASE/TERMINATION OPTIONS:

(A) OPTIONS TO EXTEND LEASE: Tenant shall have the right to five (5) 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.

(B) TERMINATION OPTIONS: Tenant is hereby granted one (1) termination options: the option, if elected, must be exercised in writing at least twelve (12) months prior to the end of year seven (7) of the initial term of the Lease. Tenant shall not be required to pay any consideration in connection with any such termination.

3. RENT FOR OPTION PERIODS:

The rent for the first option period shall be Four Thousand Five Hundred Thirty-Three and 49/100 Dollars ($4,533.49) per month. The rent for the second option period shall be Four Thousand Eight Hundred Five and 50/100 Dollars ($4,805.50) per month. The rent for the third option period shall be Five Thousand Ninety-Three and 83/100 Dollars ($5,093.83) per month. The rent for the fourth option period shall be Five Thousand Three Hundred Ninety-Nine and 46/100 Dollars ($5,399.46) per month. Tenant shall be responsible for applicable any county or state sales tax due on rent.

4. USE OF DEMISED PREMISES:

Tenant may use the Demised Premises for any lawful purpose.

5. COMPLIANCE WITH LAW:

(A) Landlord represents and warrants to Tenant that, as of the date hereof, Landlord and the Demised Premises are in compliance with, and will continue to be in compliance with, all federal, state, county and municipal laws, including but not limited to environmental laws, rules, regulations and statutes applicable to the Demised Premises or the use thereof, and that there are no Hazardous Substances in or on the Demised Premises. Excluding any matters that result from the actions or omissions of Tenant after the Effective Date of this Lease, Landlord shall defend, indemnify and hold harmless Tenant and its agents, employees, successors and assigns, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, consultants' fees, court costs and litigation expenses) arising out of or in any way related to the presence of Hazardous Substances in or on the Demised Premises.

(B) "Hazardous Substances" shall mean mold and shall mean any substance, chemical, contaminant, or waste that is designated or defined as hazardous, toxic or dangerous or as a pollutant or contaminant in any environmental law, including, without limitation, asbestos, polychlorinated biphenyls (PCBs), pesticides, PCE, and petroleum or its by-products.

(C) Tenant shall comply with all governmental laws, ordinances and regulations applicable to Tenant's use of the Demised Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with Tenant's use of the Demised Premises, all at Tenant's sole expense. Landlord warrants that the Demised Premises currently meets all applicable codes and ordinances of any governmental agency having jurisdiction over the Demised Premises. In the event that Tenant determines that a governmental variance is required to better operate Tenant's business, Landlord agrees to cooperate, at no expense to Landlord, with Tenant, by executing any applications or other documents that may be required by the governing body.

6. OCCUPANCY:

Tenant shall have the right to occupy the Demised Premises prior to the Commencement Date of the Lease for the purpose of performing improvements, installing fixtures, stocking inventory and conducting business.

7. REAL ESTATE TAXES:

(A) Tenant shall pay all real estate taxes levied upon the Demised Premises, buildings and other improvements during the term of the Lease or any exercised options thereof. Taxes for the first and final year of the Lease shall be prorated, with Tenant responsible only for the period of the tax year payable during which the Demised Premises is leased. Landlord agrees that all statements of assessed value, tax statements, tax receipts and any other governmental correspondence shall be mailed directly to Tenant at the address below. Tenant shall have the right to add or hire a consultant and instruct Landlord to send all such documents described above to the consultant at the consultants address as Tenant may require from time to time during the Lease. Further, Landlord agrees to execute any documents required for that mailing.

Address for Tenant's Taxes:

O'Reilly Automotive Stores, Inc.
P.O. Box 9167
Springfield, MO 65801
propertymanagement@oreillyauto.com

(B) Tenant may, at its or their sole cost and expense, in its or their own name(s) and/or in the name of Landlord, dispute and contest any "taxes" or "tax assessments" by appropriate proceedings diligently conducted in good faith. Any credits, rebates, or abatements shall be for the benefit of Tenant. Landlord agrees to execute any documents required by the taxing authority.

8. REPAIRS AND MAINTENANCE:

(A) Maintenance and Repair by Tenant: Tenant shall at all times throughout the Lease Term, at its sole cost and expense, keep the Demised Premises, except for those items expressly set forth in subsection (B) below to be the sole responsibility of Landlord, in a good state of repair, including, doors, glass, electronic security and fire monitoring, and utility systems from point of internal distribution. Landlord shall warrant that all items, which are Tenant's responsibility as provided in this subsection, are in proper working order for the first twelve (12) months of the Lease term. Any need for repairs during the initial twelve (12) months of the Lease term shall be the responsibility of Landlord pursuant to this warranty. Landlord shall provide full documentation to Tenant confirming the completion of any and all repairs during this twelve (12) month period. Failure to do so shall result in Landlord continuing to be responsible for any such repairs reported to Landlord by Tenant, even after the expiration of the twelve (12) month period. Landlord shall continue to be responsible for any necessary repairs that Tenant reports to Landlord prior to the expiration of the twelve (12) month period, if not fully resolved within the twelve (12) month period or reoccur after the expiration of the twelve (12) month period.

(B) Maintenance and Repair by Landlord: Landlord shall at all times throughout the Lease Term, at its expense without reimbursement or contribution by Tenant, keep, maintain, and replace, if necessary, shall be responsible for: foundations, floors (except floor coverings), slabs; exterior walls (except exterior painting), structural systems of the building, load bearing walls; roof, including all components thereof, including but not limited to roof insulation, and roof code compliance, roof drainage systems (including drains, gutters, and downspouts); HVAC equipment; fire suppression system; parking lot (maintenance, repair, replacement, and code compliance), parking lot drainage, and parking lot lighting; sidewalks; snow removal; landscaping and irrigation; and, utility systems to the point of internal distribution to within the building portion of the Demised Premises.

(C) Surrender of Demised Premises: At the expiration of the Lease term, or any extension thereof, Tenant shall, after removal of trade fixtures, equipment, signs, and other personal property, peaceably surrender the Demised Premises broom clean and in good condition and repair, reasonable wear and tear and damage by casualty excepted.

9. LANDLORD'S WORK AND TENANT'S ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

(A) Within thirty (30) days after Landlord's receipt of Tenant's written notification that Tenant has waived its contingencies (as identified in Section 11 herein) (the "Waiver Letter"), Landlord, at Landlord's sole cost and expense, shall complete the following "Landlord's Work":

- remove all Hazardous Substances, including but not limited to asbestos, in compliance with all environmental laws and regulations;
- remove previous tenant's fixtures, equipment, inventory and building signage, coolers/cooler rooms (if existing), floor coverings (including mastic), and trash/debris; and
- provide Demised Premises broom-clean and water-tight.

In the event Landlord does not complete Landlord's Work within that thirty (30) day period, Tenant shall have the option to complete Landlord's Work and offset the cost from future rent payments due to Landlord. Notwithstanding the above, should Landlord complete Landlord's Work prior to the thirty (30) days, Tenant may delay acceptance of Landlord's Work up to the thirtieth (30^{th}) day, as if completion of Landlord's Work had actually taken place upon Tenant's acceptance.

Landlord shall also perform Landlord's Work in a good and workmanlike manner pursuant to applicable building code as it is presently interpreted and enforced by the governmental bodies having jurisdiction, and shall close out all permits to complete Landlord's Work. Landlord shall provide Tenant with written notice of the completion of Landlord's Work, pursuant to terms as set forth in Section 38 herein.

10. LIENS

(A) Tenant shall keep the Demised Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Demised Premises at Tenant's request.

(B) If any such lien exists, Tenant shall, within twenty (20) days after Tenant's receipt of notice of such lien, have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien released or to deliver such bond to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord upon demand for the amount paid by Landlord, including expenses and attorneys' fees.

(C) Landlord shall keep the Demised Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Demised Premises at Landlord's request.

(D) If any such lien exists, Landlord shall, within twenty (20) days after Landlord's receipt of notice of such lien, have such lien discharged of record or deliver to Tenant a recordable bond in form, amount, and issued by a surety satisfactory to Tenant, indemnifying Tenant against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Landlord fails to have such lien released or to deliver such bond to Tenant, Tenant, without investigating the validity of such lien, may pay or discharge the same; and Landlord shall reimburse Tenant within thirty (30) of demand for the amount paid by Tenant, including expenses and attorneys' fees. In the event Landlord does not reimburse tenant within said thirty (30) days, Tenant shall be allowed to abate the rent.

11. DUE DILIGENCE:

Landlord grants Tenant, Tenant's contractors, vendors and agents the right to enter upon the Demised Premises for the purpose of inspection and investigative work, including but not limited to, interior and exterior measurements, HVAC equipment and roof inspections, to determine the feasibility of the Demised Premises for Tenant's intended use.

Within one hundred twenty (120) days of the Effective Date, if Tenant determines that the Demised Premises will not work for Tenant's intended use, determines that the Demised Premises will not work for Tenant's development needs, determines zoning of the Demised Premises does not allow for the intended use, determines there to be encumbrances, liens, or easements that would prohibit Tenant's ability to improve the Demised Premises or determines it no longer wants the Demised Premises, then Tenant, in Tenant's sole discretion, may elect to terminate the Lease. In the event this Lease is terminated by Tenant, both parties will be released from any obligation to the other and this Lease shall become null and void.

Notwithstanding the above, if prior to obtaining all governing authority permits, including but not limited to building and sign permits (the "Permits"), Tenant determines that it is unable to obtain the Permits, the cost of Tenant's improvements become too great for the project to be financially viable due to the governmental authority requirements, unforeseen development expenses, and/or material changes to Tenant's Plans, then Tenant, in Tenant's sole discretion, may elect to terminate the Lease. In the event this Lease is terminated by Tenant, both parties will be released from any obligation to the other and this Lease shall become null and void.

12. SIGNS, FASCIAS AND OVERHANGS:

Tenant shall be allowed to install its national building sign, logo and color, as shown on Exhibit B-1, and shall have the option of placing its prototypical red background behind Tenant's building signage, as shown on Exhibit B-2, subject to approval of the City of Brunswick, GA. Tenant shall be allowed to install its prototypical pylon or monument sign structures, as shown on Exhibits B-3 and B-4, or sole use of the existing sign, as identified in Exhibit B-5, subject to approval of the City of Brunswick, GA, Landlord hereby grants to Tenant approval for signs as depicted in Exhibits B-1, B-2, B-3, B-4 and B-5 attached hereto.

13. SATELLITE ANTENNA DISH:

Tenant shall have the right to use a reasonable portion of the roof or building for a satellite dish antenna or pole mounting either attached to building or set in ground, as Tenant may require for its communications operation. Such uses shall not impair the structural integrity of the roof, interfere with the building or its systems, or violate local city or county ordinances. Landlord shall not permit any other uses to interfere with Tenant's use thereof. At the expiration of the term or any extension, Tenant will remove the antenna or satellite dish.

14. INSURANCE:

(A) Tenant agrees to carry, during the term hereof, insurance providing protection against any peril generally included in the classification "special form coverage," insuring the building, improvements and betterments located on the Demised Premises, including all appurtenances thereto. Said insurance policies shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated by the most current available A.M. Best's ratings and which are qualified to do business in the state in which the Demised Premises are located. Tenant agrees, in the event of cancellation, Tenant shall provide Landlord with notice and a copy of the replacement certificate of insurance which complies with all Lease requirements. Tenant shall, upon request, furnish Landlord a certificate of such Tenant's insurance policies.

(B) If the building situated upon the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Tenant, Landlord shall give immediate notice thereof to Tenant pursuant to the terms set forth in Section 38. Tenant shall at is sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such buildings to substantially the condition in which they existed prior to such damage or destruction. The rent payable hereunder shall abate by a pro rata reduction equivalent to the percentage of destruction. In the event destruction of the building or improvements exceeds forty percent (40%) or repairs will take over ninety (90) days to complete, Tenant may, at Tenant's sole discretion, and immediately terminate this Lease by giving Landlord written notice.

(C) Tenant shall have the right to maintain insurance on all alterations, additions, partitions and improvements erected by, or on behalf of, Tenant in, or about the Demised Premises. Such insurance shall be for the sole benefit of Tenant and under its sole control. All such policies shall be procured by Tenant from responsible insurance companies.

(D) Tenant shall, during the entire Lease term, keep in full force and affect a policy or policies of commercial general liability insurance coverage written on an occurrence form including coverage for product liability, completed operations and contractual liability, with minimum limits of One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Said insurance policy shall be with an insurance company or companies with general policyholders' rating of not less than "A-VIII" as rated by the most current available A.M. Best's ratings, and which are qualified to do business in the state where the Demised Premises are located. Landlord shall not be named an additional insured for the purposes of avoiding responsibility under the indemnification in Section 40.

(E) Landlord shall, during the entire Lease term, keep in full force and effect, a policy or policies of commercial general liability coverage written on an occurrence form including coverage for completed operations and contractual liability, with minimum limits of $1,000,000 per occurrence. Landlord agrees, in the event of cancellation or a change in coverage, to provide Tenant with notice and a copy of the replacement certificate of insurance that complies with all Lease requirements. Said insurance policy shall be with an insurance company or companies with general policyholders' rating of not less than "A-VIII" as rated in the most current available A.M. Best's ratings, and which are qualified to do business in the state where the Demised Premises are located.

15. WAIVER OF SUBROGATION:

Each party hereto waives any and every claim which arises or may arise in its favor against the other party hereto during the term of this Lease or any renewal or extension thereof for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Demised Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under such insurance policies. Such mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as such mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), each party hereby agrees to give immediately to each insurance company, which has issued policies of fire and extended coverage insurance, written notice of the terms of such mutual waivers, and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waivers.

16. LANDLORD ACCESS TO THE PROPERTY:

During the Lease term or any exercised options, Landlord and its authorized agents shall have the right, with 48 hours written notice and during normal business hours, to enter the Demised Premises (i) to inspect the general condition and state of repair thereof, (ii) to show the Demised Premises to any prospective purchaser or (iii) for any other reasonable purpose.

During the final ninety (90) days of the Lease term, if Tenant has not exercised its option to extend the terms of the Lease, Landlord and its authorized agents shall have the right to erect and maintain on or about the Demised Premises customary signs advertising the property for lease.

17. TENANT'S FINANCING:

Tenant and certain of its affiliates may enter into credit agreements and other financing documents to secure its obligations and liabilities under the Loan Documents by granting to such lenders and their agents, successors and assigns (collectively, "Lender") a security interest in Tenant's Personalty (defined below). Landlord agrees to give notice to Lender of the occurrence of any default by Tenant under this Lease which may result in termination of the Lease (a "Default Notice"), and Lender shall have the right (but not the obligation) to cure any such default within fifteen (15) days following Lender's receipt of such Default Notice. No action by Lender shall be deemed to be an assumption of any obligation under this Lease, and Lender shall not have any obligation to Landlord except as expressly provided herein. Any Default Notice shall be sent to Lender at such address as Tenant may, from time to time, provide to Landlord.

In the event Landlord takes possession of the Demised Premises for any reason, including because of termination of this Lease, Landlord agrees that, at Lenders option, the Personalty may remain upon the Demised Premises for a period not to exceed ninety (90) days after receipt by Lender of a Default Notice (the "Removal Period"); provided that Lender pays prorated rent during any such Removal Period at the rental rate in effect immediately prior to the default. If any injunction or stay is issued (including an automatic stay due to a bankruptcy proceeding) that prohibits Lender from removing the Personalty, commencement of the Removal Period shall be deferred until such injunction or stay if lifted or removed. During any Removal Period, Lender or its designee may, upon prior notice to Landlord, enter upon such Demised Premises at any time to inspect, remove, sell or otherwise dispose of any Personalty, provided that lender shall make the Demised Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to re-lease the Demised Premises. Lender shall be responsible for any physical damage to the Demised Premises actually caused by the sale and removal of the personal property by or through lender (ordinary wear and tear excluded). Lender shall not be liable to Landlord for any diminution in value caused by the removal of the Personalty except as specifically set forth herein, or have any duty or obligation to remove or dispose of any Personalty.

18. PERSONALTY: WAIVER OF LANDLORD'S LIEN:

All of Tenant's personal property, consisting of, but not limited to, furniture, goods, documents, equipment, leasehold improvements and inventory, that is now or in the future may be located at the Demised Premises (collectively, the "Personalty") shall be and remain the personal property of Tenant, regardless of manner or mode of attachment of any item to the Demised Premises, and shall not be deemed to be fixtures. Landlord expressly waives its statutory or common law landlord's liens (as same may be enacted or may exist from time to time) and any and all rights granted under any present or future laws to levy or distrain for rent (whether in arrears or in advance) against the Personalty. Landlord further agrees to execute any reasonable instruments evidencing such waiver, at any time or times hereafter upon Tenant's request.

19. UTILITY SERVICE/TRASH DUMPSTER SERVICES:

Except as noted in Section 8(B), Tenant shall fully and promptly pay all gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Demised Premises throughout the term of this Lease, and all other expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, including initial connection charges and for all electric lights, lamps and tubes. Landlord shall have no responsibility of any kind for any such utilities, except as noted in Section 8(B).

Tenant shall have utilities to the Demised Premises transferred into its upon the completion of Landlord's Work and Tenant's acceptance as complete.

Tenant shall be responsible for Tenant's trash dumpster services.

20. ASSIGNMENT AND SUBLETTING:

Tenant shall have the right, without the consent of Landlord, but with written notice to Landlord, to assign Tenant's interest in the entire Lease to a parent or a subsidiary (direct or indirect), affiliate, or related entity of Tenant. Any such assignment shall release Tenant from any further duty, liability or obligation under the Lease so long as Tenant assigns the Lease to such a parent or subsidiary (direct or indirect), affiliate or related entity that has been disclosed on Tenant's consolidated financial statements, Exhibit - Subsidiaries of Registrant, which constitute a "significant subsidiary" as defined therein. An assignment to any other entity not set forth in the Tenant's consolidated financial statements, Exhibit - Subsidiaries of Registrant, shall not release Tenant from any further duty, liability or obligations under the Lease.

In addition, Tenant may assign this Lease for any portion of the Demised Premises, with Landlord's prior written consent, which shall not be unreasonably withheld, to a third party entity that is not related to Tenant. Any assignment to an unrelated third party shall be expressly subject to the terms and provisions of this Lease. Landlord acknowledges that an assignment to an unrelated third party with a net worth of Fifty Million and 00/100 Dollars ($50,000,000.00) according to unrelated third party's financial statements, is reasonable. In the event that Landlord consents to an assignment of this Lease to an unrelated third party with a net worth of Fifty Million and 00/100 Dollars ($50,000,000.00), then Tenant shall be relieved of all liability and obligations under this Lease. Landlord may consent to an assignment to an unrelated third party but without the release of Tenant from any further liability or obligations under Lease, if the unrelated third party has a net worth less than Fifty Million and 00/100 Dollars ($50,000,000.00).

Tenant shall have the right to sublet the Demised Premises or any portion thereof. Any subletting shall be expressly subject to the terms and provisions of this Lease.

21. CONDEMNATION:

If the whole or any part of the Demised Premises shall be taken by any public authority under the power of eminent domain, or conveyed by Landlord to such authority in lieu of condemnation, and by reason of such taking Tenant determines that Tenant's business cannot be continued in operation on the portion of the Demised Premises which remains, Tenant may, on written notice to Landlord, on or before thirty (30) days after such taking, terminate this Lease effective as of the date the Demised Premises, or, portion thereof must be vacated pursuant to the condemnation order or the date of any conveyance in lieu of such condemnation. If, during the term of this Lease, Landlord receives notice from any public authority that the whole or any part of the Demised Premises is being considered for taking by any public authority under the power of eminent domain, Landlord shall immediately provide Tenant with written notice of such action, including a copy of said notice. If, during the term of this Lease, a portion of the Demised Premises shall be taken by any public authority for any public use, or, any conveyance in lieu of such condemnation, and Tenant does not exercise the option to terminate this Lease granted in this section, then Landlord and Tenant agree that the rights, duties, and obligations of the parties hereunder, including obligations to pay rent under this Lease shall then be modified as shall fairly and equitably adjust the rights, duties, and obligations of the parties hereto under such changed circumstances. It is expressly understood and agreed that Tenant shall have no claim or demand of any kind to any award made to Landlord, except as otherwise specifically provided herein. Notwithstanding anything to the contrary, Tenant shall be entitled to an award from such condemning authority for damages suffered by Tenant for diminution in the value of the leasehold and for loss of Tenant's trade fixtures or improvements. Tenant shall also be entitled to claim an award for damages suffered by Tenant for loss of business or loss of "good will" and for moving and relocation expenses.

22. HOLDING OVER:

Should Tenant or any of its successors in interest fail to surrender the Demised Premises, or any part thereof, on the expiration of the term of this Lease, such holding over shall constitute a tenancy from month to month, at the same monthly rental unless otherwise agreed to in writing.

23. DEFAULT BY TENANT:

The following events shall be deemed to be events of default under this Lease:

(A) Failure of Tenant to pay any installment of the rent or other sum payable to Landlord hereunder on the date that same is due and such failure shall continue for a period of ten (10) days after written notice thereof to Tenant.

(B) Failure of Tenant to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and such failure shall not be cured within sixty (60) days after written notice thereof to Tenant.

(C) Insolvency, the making of a transfer in fraud of creditors, or the making of an assignment for the benefit of creditors by Tenant or any guarantor of Tenant's obligations.

(D) Filing of a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof by Tenant or any guarantor of Tenant's obligations or adjudication as a bankrupt or insolvent in proceedings filed against Tenant or such guarantor.

(E) Appointment of a receiver or trustee for all, or, substantially all of the assets of Tenant or any guarantor of Tenant's obligation hereunder.

24. REMEDIES OF LANDLORD:

Upon the occurrence of any of the events of default listed in Section 23, Landlord shall have the option to pursue any one or more of the following remedies:

(A) Terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord. If Tenant fails to surrender such Demised Premises, Landlord may, without prejudice to any other remedy which it may have for possession of the Demised Premises or arrearage in rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying such Demised Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor. Tenant shall pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Demised Premises on satisfactory terms or otherwise.

(B) Enter upon and take possession of the Demised Premises, by force if necessary, without terminating this Lease, and expel or remove Tenant and any other person who may be occupying such Demised Premises or any part thereof. Landlord may relet the Demised Premises and receive the rent therefor. Tenant agrees to pay to Landlord monthly or on demand from time to time any deficiency that may arise by reason of any such reletting. In determining the amount of such deficiency, the brokerage commission, attorney's fees, reasonable remodeling expenses and other costs of reletting shall be subtracted from the amount of rent received under such reletting.

(C) Enter upon the Demised Premises, by force, if necessary, without terminating this Lease and without being liable for any prosecution or for any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for expenses which Landlord may incur in this affecting compliance with Tenant's obligations under this Lease, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until paid.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants herein contained.

25. DEFAULT BY LANDLORD:

The following events shall be deemed to be events of default under this Lease:

(A) Failure of Landlord to maintain, repair and/or replace the Demised Premises as provided for in Section 8 (A) and 8 (B) of the Lease and such failure shall continue for a period of ten (10) days after written notice to Landlord for normal repairs and forty-eight (48) hours after written notice to Landlord for emergency repairs.

(B) Failure of Landlord to comply with any term, condition or covenant of this Lease, other than maintenance, repair, and/or replacement of the Demised Premises and such failure shall not be cured within thirty (30) days after written notice thereof to Landlord.

26. REMEDIES OF TENANT:

Upon the occurrence of any of the events of default listed in Section 25, Tenant shall have the option to pursue any one or more of the following remedies:

(A) In the event of failure to maintain, repair and/or replace, Tenant shall have the right, but not the obligation to cause the required maintenance, repair and/or replacement to be made and may offset the cost of the maintenance, repair and/or replacement from future rent payments due to Landlord. Any amount offset shall not be considered default of Tenant under any provision of the Lease. Any amount offset shall be documented by providing Landlord with a copy of paid invoice showing the offset amount.

(B) Terminate this Lease.

(C) Any other recourse available under the Law or equity.

27. QUIET ENJOYMENT:

Landlord warrants that it owns the property, has full right and power to execute and perform this Lease and to grant the estate Demised herein and that Tenant, on payment of rent and performing the covenants herein contained, shall peaceably and quietly have, hold and enjoy the Demised Premises during the full term of this Lease and any extensions or renewal hereof.

28. SUBORDINATION:

This Lease shall be subject and subordinate to the lien of any first mortgage now against said Demised Premises or which may hereinafter be placed against the Demised Premises, provided: (a) that the holder thereof shall not be entitled to terminate this Lease, or any extension thereof, by foreclosure or other means, except as provided by this Lease (b) that the proceeds of any insurance on the mortgaged Demised Premises, payable by reason of fire or other casualty so insured, may be applied first, in payment of the cost of restoring the Demised Premises after such injury before any part of such proceeds or award may be applied on account of any part of the mortgage debt; and (c) that the lien of such mortgage shall not cover any of Tenants fixtures, alterations or improvements which, by law or the terms of this Lease, Tenant is permitted to remove from the Demised Premises. Within thirty (30) days of the Commencement Date of this Lease, with regard to existing lenders and lienholders, or within thirty (30) days of the filing of a future mortgage, deed of trust or other lien, Landlord will require the holder of any existing or future mortgage, deed of trust or other lien to execute a Subordination, Non-Disturbance and Attornment Agreement with Tenant in a recordable form as evidenced by Exhibit D to this Lease, and Landlord will deliver to Tenant a copy of the executed Subordination, Non-Disturbance and Attornment Agreement.

29. BROKERAGE:

All parties acknowledge and agree that no other agents or brokers, other than Harry Bell Jr., have been involved in this leasing transaction. Landlord, pursuant to the terms of a separate agreement between Landlord and Harry Bell Jr., will pay Harry Bell Jr. a fee as set forth in the separate agreement.

30. RECORDING:

A memorandum of this Lease in the form of Exhibit C shall be executed at the time this Lease is signed and may, at the option of Tenant, be recorded.

31. WAIVER OF DEFAULT:

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be waiver of any subsequent default or breach of the same or any term, condition or covenant contained herein.

32. EXHIBITS:

All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered a part hereof for all purposes with the same force and effect as if copied at full length herein.

33. USE OF LANGUAGE:

Words of any gender used in this Lease shall be held and construed to include any other gender and words in the singular shall be held to include the plural unless the context otherwise requires.

34. APPLICABLE LAW, JURISDICTION AND FORUM:

This Lease and the rights and obligations of the parties arising hereunder shall be construed in accordance with the laws of the State of Georgia. In the case of any action, suit or proceeding arising out of this Lease, Landlord and Tenant agree that jurisdiction and venue shall be in Glynn County, State of Georgia.

35. CAPTIONS:

The captions or heading of paragraphs in this Lease are inserted for convenience only and shall not be considered the provisions hereof if any question of intent should arise.

36. SUCCESSORS:

The terms, conditions and covenants contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities and duties of Landlord under this Lease, including, but not limited to, any notices required or permitted to be delivered by Landlord to Tenant hereunder, may, at Landlord's option, be exercised or performed by Landlord's agent or attorney.

37. SEVERABILITY:

If any provision in this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

38. NOTICES:

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of (i) the date of delivery, if served in person, (ii) two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, (iii) the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express, (iv) upon receipt, if delivered by facsimile with confirmed transmittal, or (v) upon receipt, if delivered by email with confirmed transmittal. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Springfield, Missouri, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

LANDLORD:
O'Quinn Investments, LLC
Attn: Shaun O'Quinn
212 South First Street, Ste. 1
Jesup GA 31545
shaunoquinn@homtail.com

For Emergencies:
Office 912-588-1051
Cell 912-294-5100

For Overnight Deliveries:
O'Quinn Investments, LLC
212 South First Street, Ste 1
Jesup GA 31545

TENANT:
O'Reilly Automotive Stores, Inc.
Attn: Property Manager
P.O. Box 1156
Springfield MO 65802
propertymanagement@oreillyauto.com

Loss Prevention & Alarm Services
(417) 829-5855

O'Reilly Automotive Stores, Inc.
Attn: Property Manager
233 S. Patterson Ave.
Springfield MO 65801

39. TENANT INDEMNIFICATION:

Tenant shall indemnify, defend, and save harmless Landlord, its agents, employees, officers, and directors from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability, and expense in connection with loss of life, personal injury, and/or damaged property arising from or out of the negligence of Tenant, its contractors, employees, servants, or agents, unless the same shall be caused by the negligent or willful act of Landlord.

40. LANDLORD INDEMNIFICATION:

Landlord shall indemnify, defend, and save harmless Tenant, its agents, employees, officers, and directors from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability, and expense in connection with loss of life, personal injury, and/or damaged property arising from or out of the negligence of Landlord, its contractors, employees, servants, or agents, unless the same shall be caused by the negligent or willful act of Tenant.

41. ATTORNEY FEES:

If either party to this agreement commences litigation, legal action, or claim to protect its interest, and/or to enforce any term or provision of this agreement, the losing party in the dispute shall indemnify and hold harmless the prevailing party from any and all reasonable attorneys' fees and court costs incurred by the prevailing party.

42. PROHIBITED PERSONS AND TRANSACTIONS:

Tenant and Landlord (each, a "Representing Party") each represents and warrants to the other (i) that neither the Representing Party nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Person Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that the Representing Party's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the term of this Lease the Representing Party shall comply with the Executive Order and with the Money Laundering Act.

43. EFFECTIVE DATE OF LEASE:

The "Effective Date" of this Lease shall be the last date established by affixing signatures (or initials) and date on this Lease.

44. FACSIMILE SIGNATURE:

"Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and hereby are declared by all parties to this Lease to be the same as an original signature to this Lease. A facsimile of this Lease, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Lease and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed.

45. ELECTRONIC TRANSFER:

"Electronic transfer" (i.e.: pdf, tif, etc.) as that term is commonly used with reference to electronic scanning and transmission via the Internet. Documents, signatures, photocopies, etc. will be and hereby are declared by all parties to this Lease to be the same as an original signature to this Lease. An electronic transfer of this Lease, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Lease and an authentic signature with the same legal effect as though the electronic were an original document to which a genuine signature has been affixed.

46. COMPUTATION OF TIME:

If any date for the occurrence of an event or act under this Lease falls on a Saturday, Sunday or legal holiday in the state of Missouri, the time for the occurrence of such event or act shall be extended to the next succeeding business day. All time computations under this Lease shall be based on Central Time Zone.

47. RESTRICTED USE:

Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its subsidiaries or affiliates, 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.

48. WARRANTY OF AUTHORITY:

Each individual executing this Lease on behalf of Landlord and Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord or Tenant, each individual or entity is in fact the true Landlord or Tenant and that this Lease is binding upon Landlord or Tenant. Each person executing this Lease 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.

49. INTEGRATION AND MODIFICATION

This Lease, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this

Lease, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Lease. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Lease. In addition, this Lease may not be altered, amended, or otherwise modified except by the express written agreement of the parties.

50. ACCESS AND EASEMENTS OF OTHERS:

Landlord shall not grant or convey any right of access, easement, or other restriction, condition, or covenant that in any way that will deny or inhibit Tenant's occupancy, use, and quiet enjoyment of the leased Demised Premises for the benefit of any person or entity other than Tenant, without the express written consent of Tenant. Such express written consent to any right or interest upon Tenant's leased Demised Premises for the benefit of another, shall not be deemed received without Tenant's actual receipt of any document purporting to effectuate such grant or conveyance, whether or not such document would require the signature of Tenant.

51. FIRE ALARMS & MONITORED SYSTEMS:

LANDLORD HAS PROVIDED TENANT WITH AN EXECUTED FIRE ALARMS/MONITORED SYSTEMS WORKSHEET, ATTACHED HERETO AS EXHIBIT F.

52. FORCE MAJEURE: Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of any act of God, including but not limited to, tornado, hurricane, earthquake, high-wind storm damage, wildfires, flood, excessive snowfall, pandemic, epidemic, disease, illness, or other public health emergencies, along with the collateral effects and consequences thereof, strike, lockout, labor trouble, acts of war, terrorism, inability to secure materials, restrictive governmental laws, regulations, decrees, executive orders, public health orders, emergency orders, and ordinances, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing in this Section shall excuse the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act. In the event of a closure of Tenant's business due to Force Majeure (as set forth above) for a time period of not less than thirty (30) days, the base rent due to Landlord under the Lease shall be abated until the earlier of: i) the date Tenant is able to reopen, or ii) one hundred eighty (180) days after the date of Tenant's initial closure. In such event, The Initial Term or extension period of the Lease (as applicable) shall be extended by the amount of time Tenant was unable to open for business at the rental rate in force at the time of the closure, not to exceed one hundred eighty (180) days. The abatement of base rent shall not excuse Tenant's obligation to pay taxes, insurance, and common area maintenance expenses (as applicable) as required under this Lease.

IN WITNESS WHEREOF, the said Landlord and Tenant have hereunto executed this Lease on the dates set forth below.

LANDLORD
O'Quinn Investments, LLC
a Georgia limited liability company

By: Shaun O'Quinn
Its: Manager
Date: 03 Aug 2021

TENANT
O'Reilly Automotive Stores, Inc.
a Missouri corporation

By: Scott Kraus
Its: Senior Vice President
Date: 10-20-2021

STATE OF GEORGIA)
) ss
COUNTY OF WAYNE)
On the 3 day of AUGUST, 2021 before me, a notary public in and for said state, personally appeared **Shaun O'Quinn**, Manager of O'Quinn Investments, LLC, known to me to be the person who executed the within Lease Agreement 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.

11/01/2024
My Commission Expires:

KATIE H. STEPHENS
NOTARY
Comm. Exp.
11/01/2024
PUBLIC
WAYNE COUNTY, GA

Katie H Stephens
Notary Public

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 20 day of OCTOBER, 2021, before me, a notary public in and for said state, personally appeared **Scott Kraus**, Senior Vice President of O'Reilly Automotive Stores, Inc. known to me to be the person who executed the within Lease Agreement on behalf of said corporation 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.

21 June 2024
My Commission Expires:

NBullard
Notary Public

NICOLE BULLARD
Notary Public – Notary Seal
STATE OF MISSOURI
Polk County
My Commission Expires June 21, 2024
Commission #20123781

EXHIBIT A

LEGAL DESCRIPTION

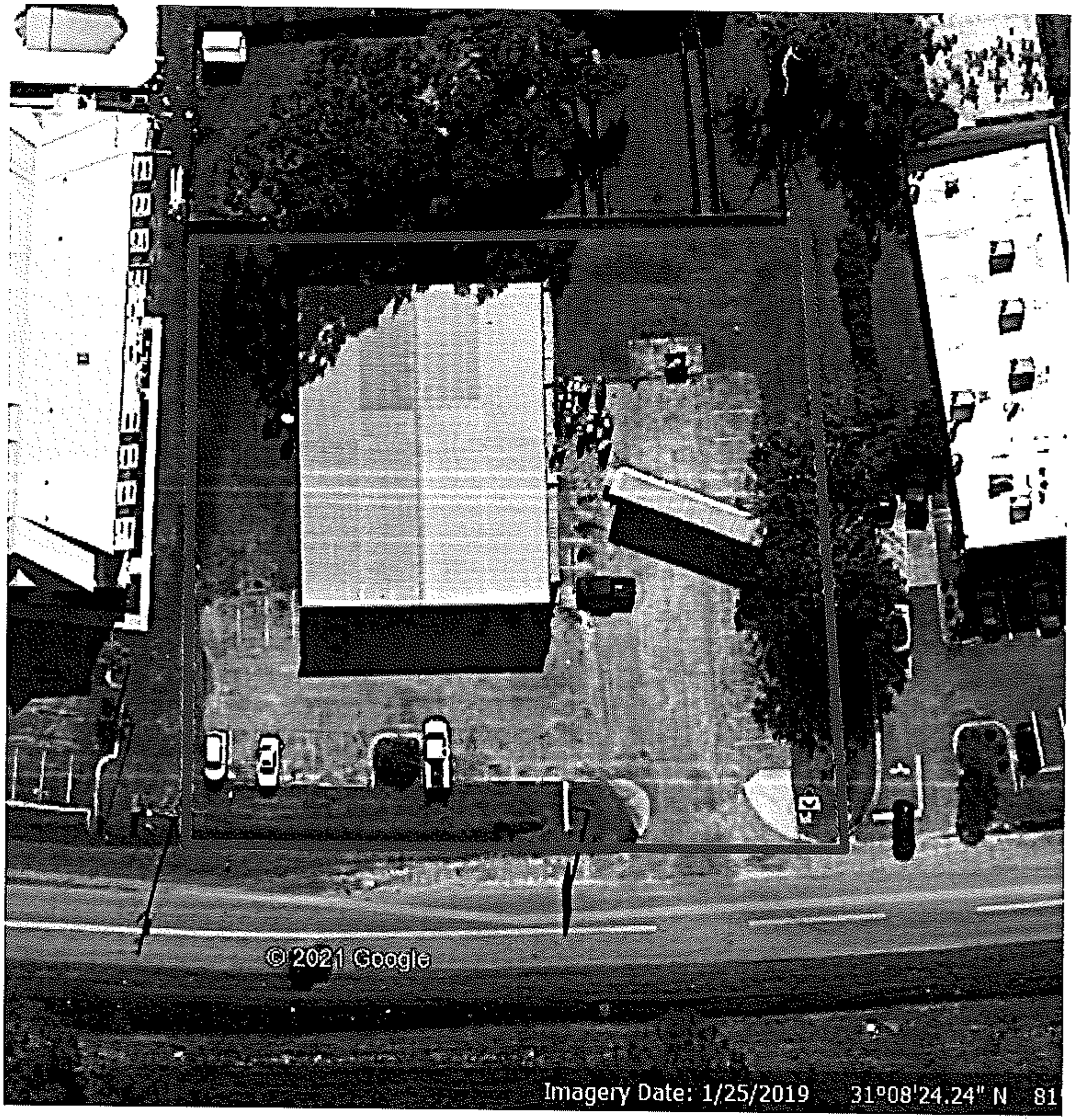
To be provided by Landlord and inserted

All that certain tract or parcel of land situate, lying and being in the 27th G. M. District of Glynn County, Georgia, and being described and identified on a print of a plat of survey of Shupe Surveying Company, P.C., Robert N. Shupe, R.L.S. Number 2224, bearing the certificate of accuracy of Robert N. Shupe, dated February 22, 1992 and entitled "A REVISION OF SOUTH PORT, PHASE ONE", of record in the Office of the Clerk of Superior Court, Glynn County, Georgia in Plat Drawer 21, page 303, and shown on said plat of survey as ALL OF LOT THIRTY (30).
For a further description of said property, reference is made to the aforesaid plat and the record thereof.

PROVIDED HOWEVER, said conveyance is made subject to those certain Restrictions as contained in Deed Book 0741, page 234 in the Office of the Clerk of Superior Court, Glynn County, Georgia.

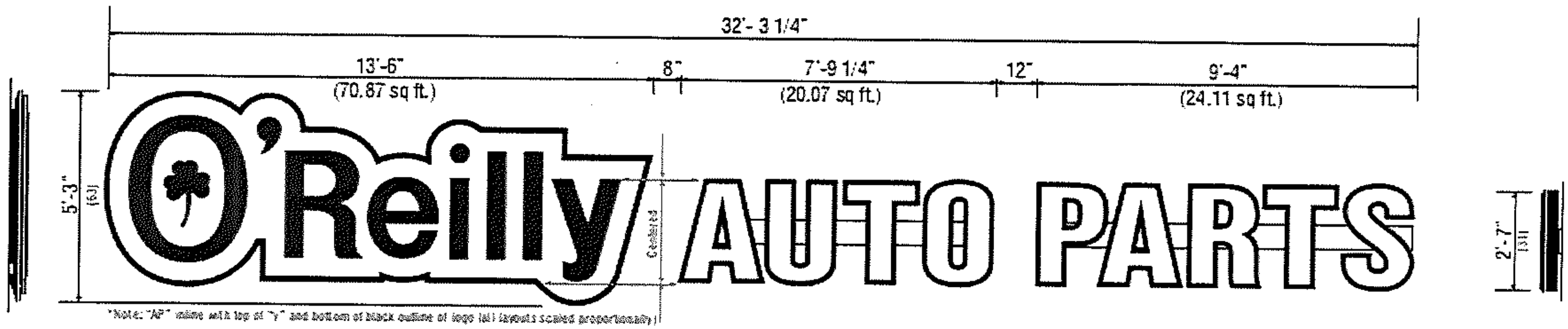
EXHIBIT A-1

DEMISED PREMISES



DEMISED PREMISES

EXHIBIT B-1



Side View
"O'Reilly"

Front View
Scale: 1/4" = 1'-0"

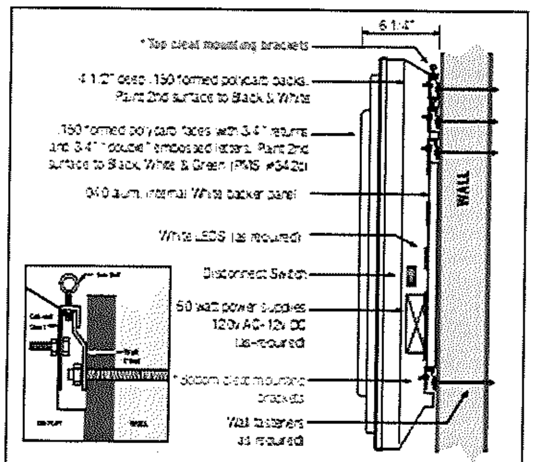
Part# 63/31-L-CldLogo&Chltrs-WFC
115.05 sq. ft. (Combined Individual Components) 169.42 sq. ft. (Encompassed Rectangle)

Side View
"AUTO PARTS"

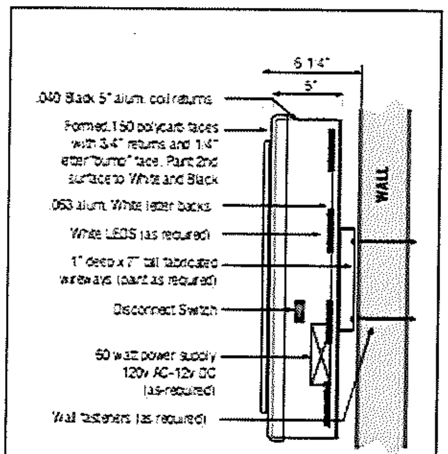
Manufacture and supply (X) set of illuminated Cloud Logo cabinet and channel letters.

"**O'Reilly**" Cloud Logo with "**AP**" channel letters on 7"(h) x 1"(d) wireways. Wireways paint to: TBD
"**O'Reilly**" Cloud Logo is formed polycarb with double embossment and 2nd surface painted graphics. Paint match to: Green (PMS# 342c), Black and White.
"**AP**" to have formed polycarb caps with 1/4" (White) letter "bumps". Black 5" aluminum coil returns. 2nd surface Black and White paint. WHITE LED illumination.

Formed Cloud Logo with "AP" Formed Caps & Channel Returns
Part# 63/31-L-CldLogo&Chltrs-WFC



"Cloud Logo" Detail *NTS



Channel letter with formed cap Detail *NTS

Sample Store Front Layout *NTS

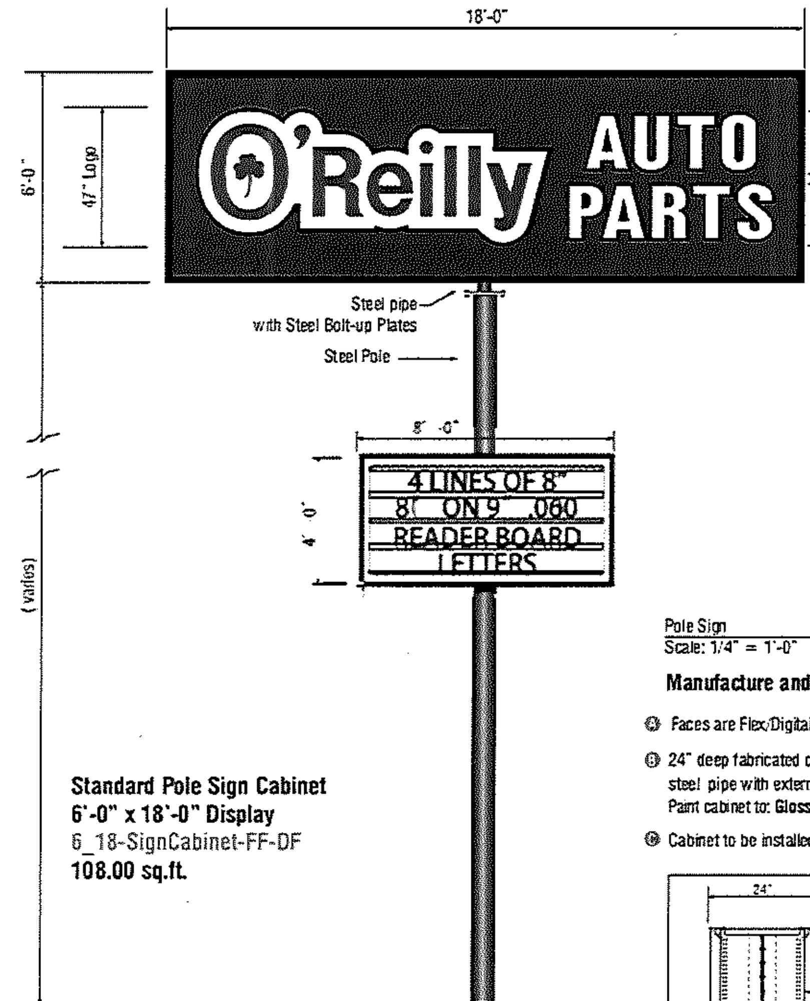
EXHIBIT B-2

RED BACKGROUND BEHIND SIGN

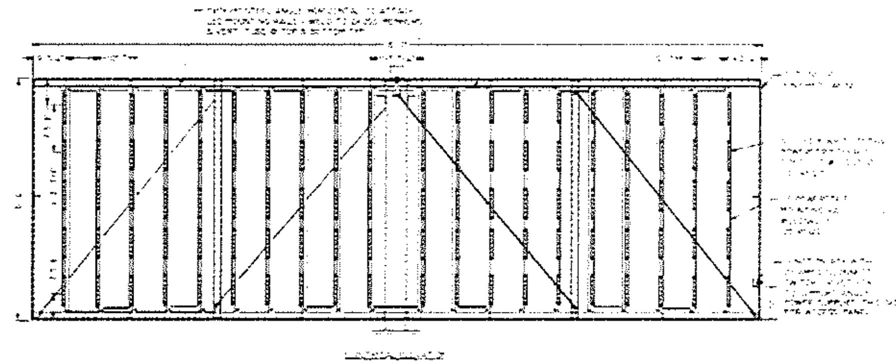
Sample Store Front LayoutNTS

*NTS

EXHIBIT B-3



Standard Pole Sign Cabinet
6'-0" x 18'-0" Display
6_18-SignCabinet-FF-DF
108.00 sq.ft.



Ⓐ GE-Tetra PowerStrip DS White LED's. **Part #GEDS71-2 (7100k)** 14 LED's per module (7 LED's per side) on GE-Tetra Mounting Rails. **Part #GEDSRL08**. Rails on 10" centers. 100 total modules

Ⓑ GE-Tetra Power Supplies. **Part #GEPS24-100U-NA 24 Volt 120-277VAC 50/60HZ** Load capacity: 16 modules max per power supply. Total of seven (7) per display.

Ⓒ Fabricated aluminum internal power supply wireway.

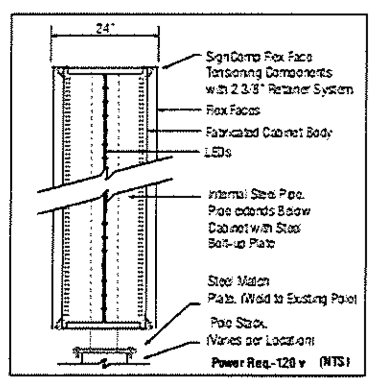
Pole Sign	Flex Face Part# 6_18-SignCabinet-FF-DF-C150
Scale: 1/4" = 1'-0"	108.00 sq.ft.

Manufacture and supply one (1) new d/f illum. cabinet with flex faces.

Ⓐ Faces are Flex/Digital print. Face graphics to match PMS 200c Red, PMS 342c Green, Black and White.

Ⓑ 24" deep fabricated cabinet with SignComp flex face tensioning components and 2 3/8" retainer system. Internal steel pipe with external steel bolt-up plate(s) for **C-150** load ratings. Vertical GE (GEDS71-2) White DS LED illumination. Paint cabinet to: **Gloss Black.**

Ⓒ Cabinet to be installed with bolt-up plate(s). Paint to: **Gloss Black**



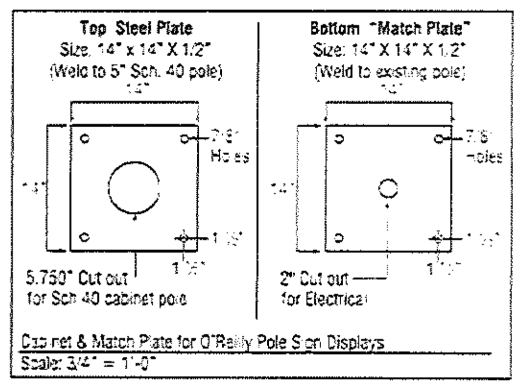
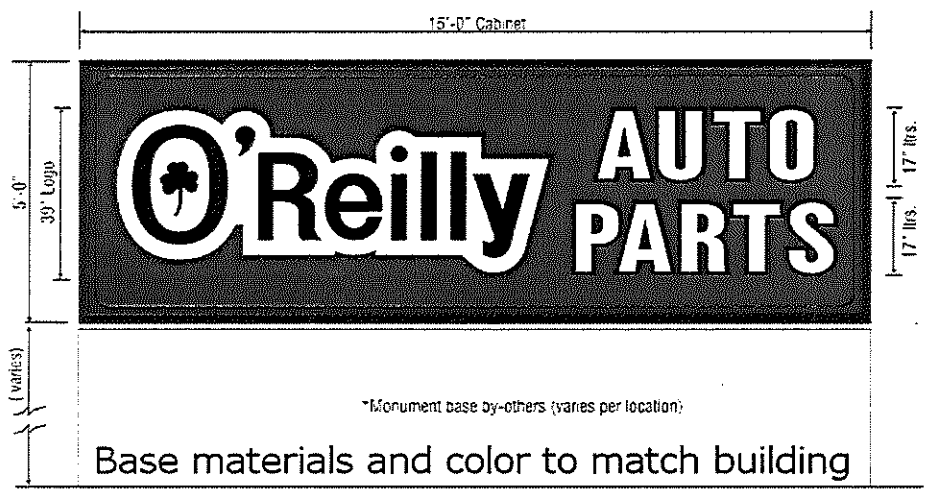


EXHIBIT B-4



Pole Sign
Scale: 3/8" = 1'-0"

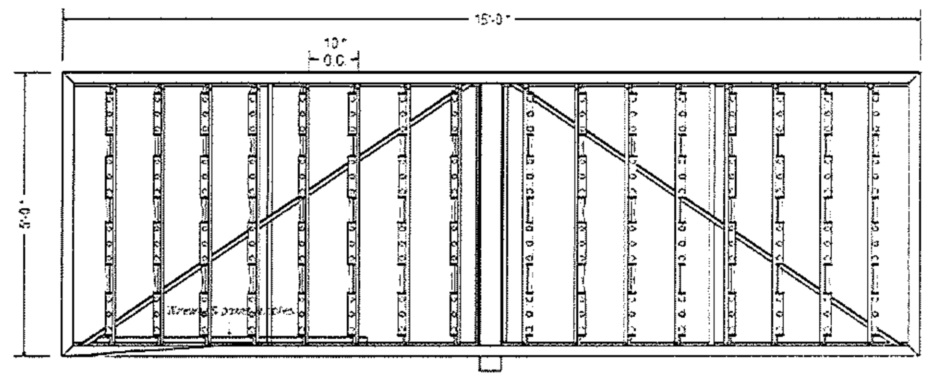
Part# 5_15-MonumentCabinet-PE-DF
75.00 sq.ft.

Manufacture and supply one (1) new d/f illum. monument cabinet with formed and embossed faces.

Ⓐ Faces are formed out of lexan with 2" draw. "O'Reilly" graphics are double embossed. "Auto Parts" copy is single embossed with painted graphics on 2nd surface. Graphics to match PMS 200c Red, PMS 342c Green, Black and White.

Ⓑ 24" deep fabricated cabinet with 2 1/4" (removable) non-hinged retainers. Cabinet internally set up to receive 5" Sch. 40 steel pipe (pipe by others). Vertical GE (GEWHDSPS6) White DS LED illumination. Paint cabinet to: **Gloss Black**. Internal pipe/cabinet exposure calculation: **C80**

Standard Monument Sign Cabinet
5'-0" x 15'-0" Display
5_15-MonumentCabinet-PE-DF
75.00 sq.ft.



② Layout
Scale: 1/2" = 1'-0"

Ⓐ 24" deep fabricated cabinet with support structure and 2 1/4" retainers.

Ⓑ 5" Sch. 40 steel pipe provided by others, shown for reference only.

Ⓒ GE-Tetra PowerStrip DS White LED's. **Part #GEWHDSPS6 (7100k)** 6 LED's per module (3 LED's per side) on GE-Tetra Mounting Rails. **Part #GEDSRL08**. Rails on 10" centers. 64 total modules.

Ⓓ GE-Tetra Power Supplies. **Part #GEPS24-100U 24 Volt 90-305VAC 50/60HZ** Load capacity: 16 modules per power supply. Total of four (4) per display.

Ⓔ Fabricated aluminum internal power supply wireway.

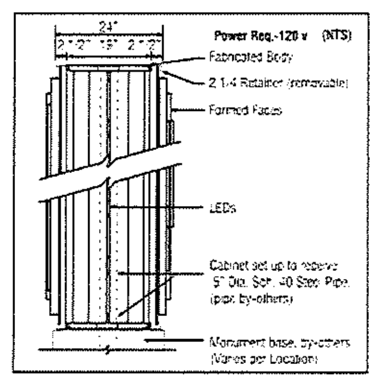


EXHIBIT B-5

EXISTING SIGN

TENANT SHALL HAVE SOLE USE OF THE EXISTING SIGN, SUBJECT TO GOVERNMENTAL AUTHORITY.

Returned to/Prepared by:
O'Reilly Automotive Stores, Inc.
RE Portfolio Specialist
Attn: Property Management
233 South Patterson
Springfield, MO 65802

MEMORANDUM OF LEASE

Lease made and entered into on the _____ day of __________________, 2021.

1. Landlord: O'Quinn Investments, LLC, a Georgia limited liability company, with principal offices at: 212 South First Street, Suite 1, Jesup, GA 31545.

2. Tenant: O'Reilly Automotive Stores, Inc., with principal offices at: 233 S. Patterson, Springfield, MO 65802

3. Leased premises located at 375 Palisade Drive, Brunswick, GA.

4. Term of Lease: Lease shall be and is for a period of ten (10) years, commencing on the first day of the first month after the earlier of: (i) Tenant applies for and receives its permanent Certificate of Occupancy from the City of Brunswick, GA or (ii) Tenant opens for business.

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. Restricted Use: Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its subsidiaries or affiliates, 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 _____ day of __________________, 2021.

LANDLORD:
O'Quinn Investments, LLC
a Georgia limited liability company

Signed, sealed and delivered
this ___ day of ____________, 2021
in the presence of

____
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

_____________________ (Seal)
By: Shaun O'Quinn
Its: Manager

Witnesses to Landlord:

____
Print Name: ___________________
Date: _________________________

____
Print Name: ___________________
Date: _________________________

TENANT:
O'Reilly Automotive Stores, Inc.,
a Missouri corporation

Signed, sealed and delivered
this ___ day of ____________, 2021
in the presence of

____
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

______________________ (Seal)
By: Scott Kraus
Its: Senior Vice President

Witnesses to Tenant:

____

Print Name: ____________________
Date: __________________________

____

Print Name: ____________________
Date: __________________________

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of ______________________________ by and between ______________________________ ("Lender"), O'Quinn Investments, LLC ("Landlord") and O'Reilly Automotive Stores, Inc., a Missouri corporation (Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated as of ______________________________ (the "Lease"), covering certain premises generally described as 375 Palisade Drive, Brunswick, GA, more particularly described in Exhibit "A" attached to this Agreement (the "Property"); and

WHEREAS, Lender holds a mortgage dated ______________________________ given by Landlord on the Property (the "Mortgage"); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.

2. Subordination. Tenant hereby subordinates the Lease at all times and in all respects to the Mortgage and to all renewals, modifications and extensions thereof. The Lease is and shall at all times be subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, but Lender and Tenant agree that any foreclosure of the Mortgage shall not terminate the Lease.

3. Non-Disturbance. Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.

4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in and to the Property or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder shall continue in full force and effect and shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Lease term thereof with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or

Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

(i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;

(ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or

(iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all parties hereunder. Tenant shall be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Georgia.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed on the respective dates indicated below (the latest of which is the date hereof), but this Agreement is made by the parties hereto effective as of the day and year first above written.

LENDER:

____

____

Signed, sealed and delivered
this ___ day of _____________, 2021
in the presence of

____
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

____________________________(Seal)
By: _____________________________
Its: _____________________________

Address: _____________________________
____

Witnesses to Lender:

____

Print Name: _____________________
Date:___________________________

____

Print Name:_____________________
Date:___________________________

Signatures continued on the following page.

Signed, sealed and delivered this ___ day of ____________, 2021 in the presence of	LANDLORD: O'Quinn Investments, LLC a Georgia limited liability company
______________________________ Notary Public Commission Expiration Date: (NOTARY SEAL)	____________________________(Seal) By: Shaun O'Quinn Its: Manager Address: 212 South First Street, Suite 1 Jesup, GA 31545

Witnesses to Lender:

______________________________	______________________________
Print Name: ____________________ Date:__________________________	Print Name:____________________ Date:__________________________

Signatures continued on the following page.

Signed, sealed and delivered
this ___ day of _____________, 2021
in the presence of

TENANT:
O'Reilly Automotive Stores, Inc.
a Missouri corporation

____

Notary Public
Commission Expiration Date:
(NOTARY SEAL)

_______________________________(Seal)
By: John McCoy
Its: Director of Property Management

Address: 233 S. Patterson Ave.
Springfield, MO 65802

Witnesses to Lender:

____

Print Name: ____________________
Date:__________________________

____

Print Name:____________________
Date:__________________________

EXHIBIT E

DECLARATION OF COMMENCEMENT DATE OF LEASE

This Declaration of Commencement Date of Lease is made as of this _____ day of __________________, 2021, by and between O'Quinn Investments, LLC, hereinafter referred to as "Landlord", and O' Reilly Automotive Stores, Inc., hereinafter referred to as "Tenant".

Landlord and Tenant state and agree as follows:

1. Landlord and Tenant have entered into a Lease dated __________________________, 2021 for the Demised Premises located at 375 Palisade Drive, Brunswick, GA.

2. This Lease between the undersigned parties commenced on the _____ day of __________________, 2021 ("Commencement Date")

LANDLORD: O'Quinn Investments, LLC A Georgia limited liability company	**TENANT:** O'REILLY AUTOMOTIVE STORES, INC. a Missouri corporation
______________________________ By: ____________________________ Title: ___________________________	______________________________ By: Scott Kraus Title: Senior Vice President

EXHIBIT F

FIRE SUPPRESSION AND MONITORING SYSTEMS

1. Does the building have a fire sprinkler system? YES NO
2. Does the building have a monitoring system that notifies someone when water is flowing? YES NO
3. If yes, what is the name and contact information of the monitoring company?

____

____

____

____

4. Please provide any additional information regarding any fire suppression and/or monitoring system, including but not limited to pictures of the system, the age and type of system, any information about the devices installed, and whether or not the systems are code compliant.

____

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____

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____

Verified by Landlord:

DocuSigned by:
Shaun O'Quinn

By: Shaun O'Quinn

Its: Owner

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of ______________________________ by and between ______________________________ ("Lender"), O'Quinn Investments, LLC ("Landlord") and O'Reilly Automotive Stores, Inc., a Missouri corporation (Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated as of ______________________________ (the "Lease"), covering certain premises generally described as 375 Palisade Drive, Brunswick, GA, more particularly described in Exhibit "A" attached to this Agreement (the "Property"); and

WHEREAS, Lender holds a mortgage dated ______________________________ given by Landlord on the Property (the "Mortgage"); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.

2. Subordination. Tenant hereby subordinates the Lease at all times and in all respects to the Mortgage and to all renewals, modifications and extensions thereof. The Lease is and shall at all times be subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, but Lender and Tenant agree that any foreclosure of the Mortgage shall not terminate the Lease.

3. Non-Disturbance. Tenant's possession under the Lease and Tenant's rights and privileges thereunder shall not be diminished or interfered with by Lender, and accordingly, Tenant's occupancy shall not be disturbed by Lender during the term of the Lease, except in accordance with the terms of the Lease.

4. Recognition and Attornment. If Lender succeeds to the interest of Landlord in and to the Property or under the Lease, the Lease and all terms therein, and the rights of Tenant thereunder shall continue in full force and effect and shall not be altered, terminated or disturbed, and Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the Lease term thereof with the same force and effect as if Lender were the landlord under the Lease. In such event, Tenant shall attorn to Lender as its landlord, such attornment to be effective and self-operative without the execution of any other instruments on the part of Lender or

Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

(i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;

(ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or

(iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all parties hereunder. Tenant shall be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Georgia.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed on the respective dates indicated below (the latest of which is the date hereof), but this Agreement is made by the parties hereto effective as of the day and year first above written.

Signed, sealed and delivered this ___ day of _____________, 2021 in the presence of	LENDER: _________________________________ _________________________________
_______________________________ Notary Public Commission Expiration Date: (NOTARY SEAL)	_____________________________(Seal) By: ____________________________ Its: ____________________________ Address: _____________________________ _____________________________

Witnesses to Lender:

_______________________________	_______________________________
Print Name: ____________________ Date:__________________________	Print Name:____________________ Date:__________________________

Signatures continued on the following page.

Signed, sealed and delivered
this 3 day of August, 2021
in the presence of

Katie H. Stephens

Notary Public
Commission Expiration Date:
(NOTARY SEAL)

KATIE H. STEPHENS
NOTARY
Comm. Exp.
11/01/2024
PUBLIC
WAYNE COUNTY, GA

LANDLORD:
O'Quinn Investments, LLC
a Georgia limited liability company

Shaun O'Quinn (Seal)

By: Shaun O'Quinn
Its: Manager

Address: 212 South First Street, Suite 1
Jesup, GA 31545

Witnesses to Landlord:

Laura Kate Roberson

Print Name: Laura Kate Roberson
Date: 03 Aug 2021

Brandi Thrift

Print Name: Brandi Thrift
Date: 03 Aug 2021

Signatures continued on the following page.

Signed, sealed and delivered
this 15 day of October, 2021
in the presence of

N Bullard
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

NICOLE BULLARD
Notary Public – Notary Seal
STATE OF MISSOURI
Polk County
My Commission Expires June 21, 2024
Commission #20123781

TENANT:
O'Reilly Automotive Stores, Inc.
a Missouri corporation

______________________ (Seal)
By: John McCoy
Its: Director of Property Management

Address: 233 S. Patterson Ave.
Springfield, MO 65802

Witnesses to Tenant:

____

Print Name: Nicole Bullard
Date: 10-15-21

____

Print Name: Hayden Lewis
Date: 10-15-21

EXHIBIT D

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of ______________________________ by and between ______________________________ ("Lender"), O'Quinn Investments, LLC ("Landlord") and O'Reilly Automotive Stores, Inc., a Missouri corporation (Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated as of ______________________________ (the "Lease"), covering certain premises generally described as 375 Palisade Drive, Brunswick, GA, more particularly described in Exhibit "A" attached to this Agreement (the "Property"); and

WHEREAS, Lender holds a mortgage dated ______________________________ given by Landlord on the Property (the "Mortgage"); and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, provisions and agreements set forth in this Agreement, Lender, Landlord and Tenant hereby represent, acknowledge, covenant and agree as follows:

1. The Lease. Landlord and Tenant covenant and represent to Lender and to each other that the Lease is in full force and effect.

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Tenant. Upon receipt by Tenant of such notice from Lender, Tenant shall make all payments of monetary obligations due by Tenant under the Lease to Lender or as Lender may in writing direct, with no liability to Landlord. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the lease term of the Lease, shall be and are the same as are then in existence between Tenant and Landlord as set forth in the Lease.

5. Rights Under the Lease. If Lender shall (a) succeed to the interests of Landlord in and to the Property or under the Lease, or (b) enter into possession of the Property, Lender shall not be:

(i) liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord), unless Lender was given prior notice thereof;

(ii) obligated to give Tenant a credit for and/or acknowledge any rent or additional rent which Tenant has paid to Landlord or any prior landlord which is in excess of the rent or additional rent due under the Lease unless such payment is provided for in the Lease as presently existing or as amended in accordance with this Agreement; or

(iii) liable for any damages Tenant may suffer as a result of any misrepresentation, breach of warranty or any act or failure to act by any party other than Lender.

6. Lender Opportunity to Cure Landlord Defaults. Tenant hereby agrees that it shall provide Lender with a copy of any notice of default given to Landlord, pursuant to the terms of the Lease. In the case of any default by Landlord under the Lease which is of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, Tenant agrees that no such remedy shall be exercised unless and until Lender shall have been given written notice of such default and the same time to cure such default as Landlord has under the Lease. The cure rights set forth in this Section 6 may be exercised in the sole discretion of Lender, and under no circumstance shall Lender be required to undertake curative measures on behalf of Landlord.

7. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received on the date actually received or rejected if the notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or one business day after being sent by Federal Express or similar overnight courier, addressed to Tenant, Landlord or Lender, as the case may be, at the address of such party set forth opposite the signature of such party hereto, or such other address as may thereafter be provided in writing to the respective parties. Any notice sent to any party hereunder shall be sent to all parties hereunder. Tenant shall be entitled to rely upon any notice from Lender hereunder as to the matters stated in and covered by any such notice.

8. Assignment of Rents. Tenant acknowledges and agrees that this Agreement constitutes notice to Tenant of the existence of the Mortgage and that the Lease and the rent have been assigned to Lender as security for the note.

9. Applicable Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Georgia.

10. Entire Agreement. This Agreement contains the sole and entire agreement and understanding between the parties with respect to the subject matter hereof and shall supersede any and all other oral or written agreements between the parties with respect to the subject matter hereof. If this Agreement conflicts with the Lease, then the Lease shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be duly executed on the respective dates indicated below (the latest of which is the date hereof), but this Agreement is made by the parties hereto effective as of the day and year first above written.

	LENDER:
Signed, sealed and delivered this ___ day of ______________, 2021 in the presence of	______________________________ ______________________________
______________________________ Notary Public Commission Expiration Date: (NOTARY SEAL)	______________________________(Seal) By: ____________________________ Its: ____________________________ Address: _______________________ _______________________

Witnesses to Lender:

______________________________	______________________________
Print Name: ____________________ Date: __________________________	Print Name: ____________________ Date: __________________________

Signatures continued on the following page.

Signed, sealed and delivered
this 3 day of August, 2021
in the presence of

Katie H. Stephens

Notary Public
Commission Expiration Date:
(NOTARY SEAL)

KATIE H. STEPHENS
NOTARY
Comm. Exp.
11/01/2024
PUBLIC
WAYNE COUNTY, GA

LANDLORD:
O'Quinn Investments, LLC
a Georgia limited liability company

Shaun O'Quinn (Seal)

By: Shaun O'Quinn
Its: Manager

Address: 212 South First Street, Suite 1
Jesup, GA 31545

Witnesses to Landlord:

Laura Kate Roberson

Print Name: Laura Kate Roberson
Date: 03 August 2021

Brandi Thrift

Print Name: Brandi Thrift
Date: 03 August 2021

Signatures continued on the following page.

Signed, sealed and delivered
this 15 day of October, 2021
in the presence of

____
Notary Public
Commission Expiration Date:
(NOTARY SEAL)

NICOLE BULLARD
Notary Public – Notary Seal
STATE OF MISSOURI
Polk County
My Commission Expires June 21, 2024
Commission #20123781

TENANT:
O'Reilly Automotive Stores, Inc.
a Missouri corporation

________________________________(Seal)
By: John McCoy
Its: Director of Property Management

Address: 233 S. Patterson Ave.
Springfield, MO 65802

Witnesses to Tenant:

____

Print Name: Nicole Bullard
Date: 10-15-21

____

Print Name: Hayley Lewis
Date: 10-15-21