

## AGREEMENT FOR ACCESS MODIFICATION

This Agreement is made and entered into as of the 28<sup>th</sup> day of May, 2010, by O'Reilly Automotive, Inc. ("O'Reilly") and Kevin Michael Weber ("Weber").

### WITNESSETH:

WHEREAS, O'Reilly is purchasing the property (the "O'Reilly Property") adjacent to and north of the property owned by Weber at 8011 U.S. Hwy. 31, Calera, Shelby County, Alabama (the "Weber Property"); and

WHEREAS, the Alabama Department of Transportation (ADOT) is requiring that the access to the Weber Property be modified prior to development of the O'Reilly Property; and

WHEREAS, the access to the Weber Property will need to be moved slightly to the south of its current location (the "Work"); and

WHEREAS, O'Reilly is willing to complete the modification at its cost;

WHEREAS, Weber has agreed to allow O'Reilly to modify the access to the Weber Property and to grant access to O'Reilly and its agents, employees, contractors and contractors' employees to perform such work as is necessary to modify the access and restore the area for its present use.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. O'Reilly may modify the access to the Weber Property as required by ADOT and in accordance with the plans attached hereto as Exhibit "A."
2. O'Reilly and its agents, employees, contractors and contractors' employees may have access across, over, and on the Weber Property as necessary to complete the access modification.
3. Upon completion of the access modification, O'Reilly will restore the Weber Property to the same condition existing prior to said access with the exception of the approved modification, including the placement of gravel such that the new access joins the existing gravel drive.
4. O'Reilly will insure that the Weber Property is kept free from health and safety hazards arising from its access to the Weber property and shall maintain access to the residence on the Weber Property at all times.
5. O'Reilly or its agents will promptly repair any and all damage to the premises resulting from the access modification and shall restore the premises to the condition existing prior to said access with the exception of the approved modification.
6. O'Reilly will provide reasonable notice to Weber prior to accessing the Weber Property.
7. O'Reilly will indemnify and hold harmless Weber from and against all claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, including reasonable attorney's fees or other costs and

*[Handwritten signature]*

expenses, arising out of or incident to any personal injuries, including but not limited to, emotional or bodily injuries or death, property damage or other claims for payment which result from or are caused by the intentional, willful or negligent acts, omissions, or errors of O'Reilly or its agents, employees, contractors or contractors' employees while performing the Work on the Property.

8. O'Reilly shall pay all costs in connection with the modification of the access to the Weber Property.

9. This access agreement is a nonexclusive license terminable upon sixty (60) days notice by Weber.

10. O'Reilly shall conduct no other activities in, on, or about the Property other than those permitted herein.

11. Weber shall retain non-exclusive use of the access drive.

#### ACCEPTANCE:

The undersigned has read and understood the foregoing terms and hereby accepts the same and agrees to be bound by the terms hereof as of the later date of the signatures below.

O'REILLY AUTOMOTIVE, INC.  
a Missouri corporation

By: Ted Wise  
Name: Ted Wise  
Title: Co-President  
Date: 6-2-2010

KWD  
Kevin Michael Weber  
Date: 5/28/2010



THE STATE OF MISSOURI )  
 ) SS.  
GREENE COUNTY )

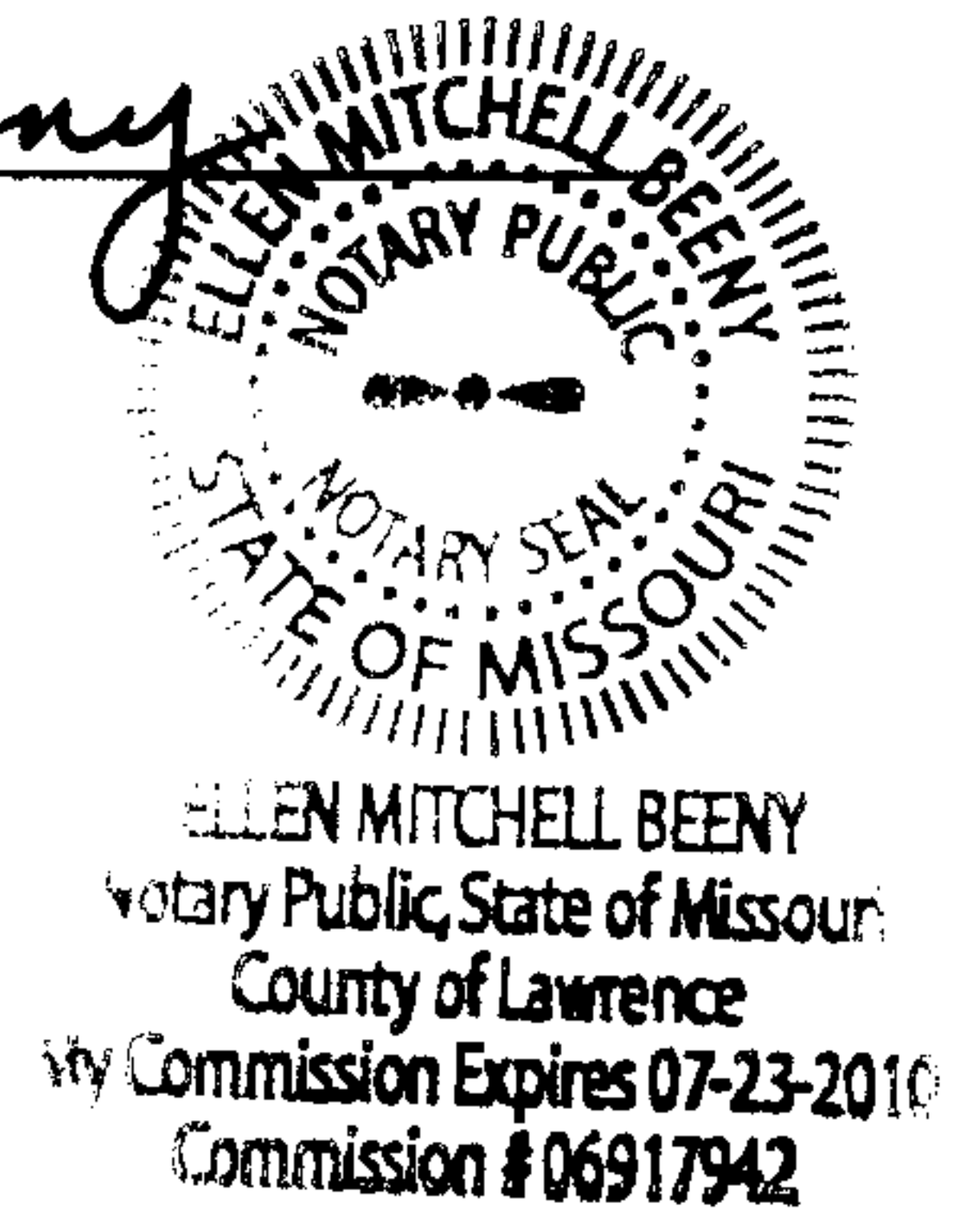
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Shelby Cnty Judge of Probate, AL  
06/22/2010 12:39:42 PM FILED/CERT

I, Ellen Mitchell Beeny, a Notary Public, in and for said County in said State, hereby certify that Ted Wise, whose name as Co-President of O'Reilly Automotive, Inc., a Missouri corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 2nd day of June, 2010.

Ellen Mitchell Beeny  
Notary Public

My commission expires: 7-23-2010



THE STATE OF ALABAMA )  
 ) SS.  
Shelby COUNTY )

I, Jeffrey Van Holden Jr., a Notary Public, in and for said County in said State, hereby certify that Kevin Michael Weber, whose name is signed to the foregoing conveyance/instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 26th day of May, 2010.

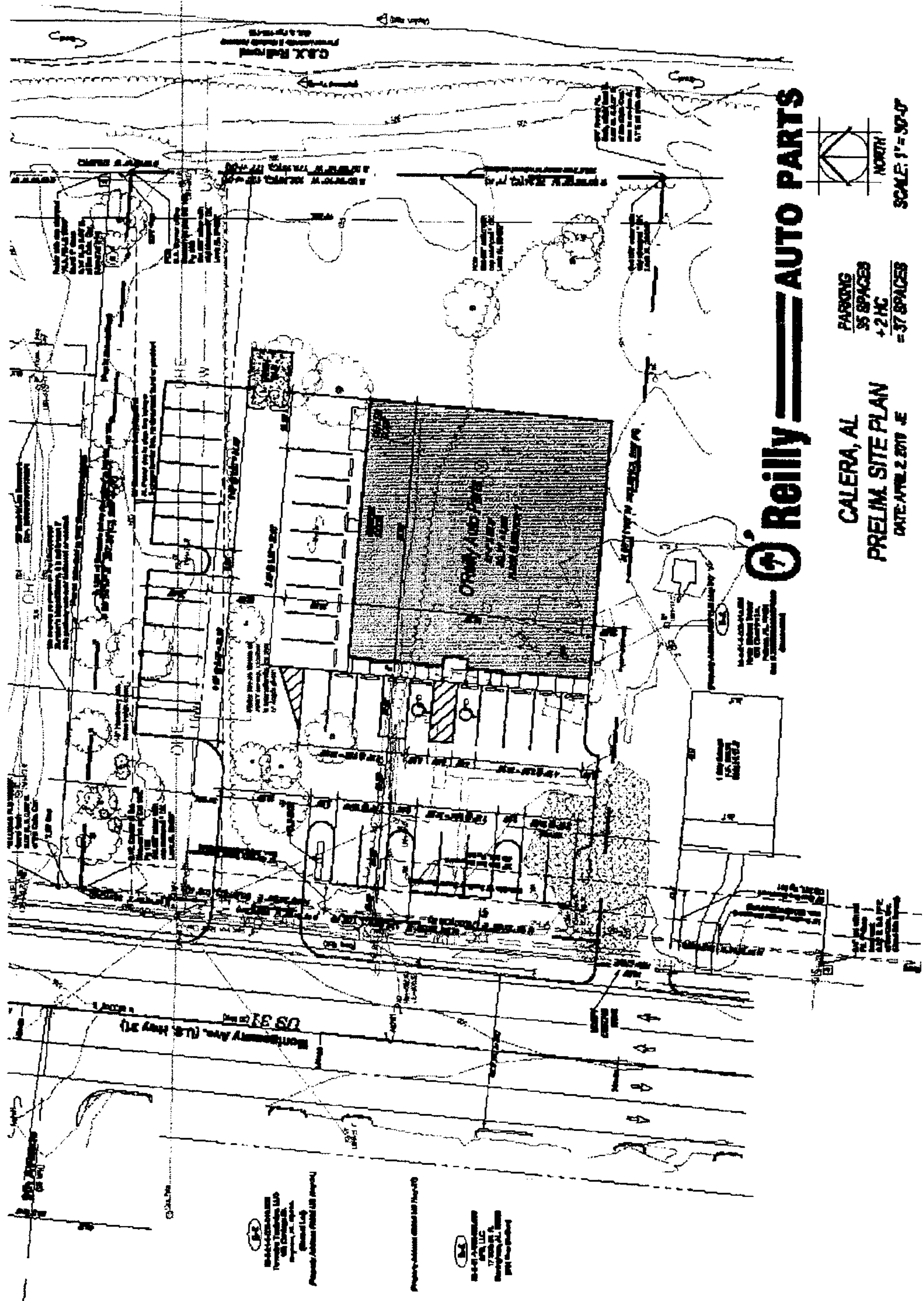
Jeffrey Van Holden Jr.  
Notary Public

My commission expires:

JEFFREY VAN HOLDEN JR  
Notary Public, Jefferson County  
Alabama State At Large  
My Commission Expires  
August 27, 2011



20100622000197790 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
06/22/2010 12:39:42 PM FILED/CERT



*[Handwritten signature]*

Exhibit A