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Shelby Cnty Judge of Probate, AL
06/22/2023 12:03:53 PM FILED/CERT

Parcel ID: 14-4-19-3-001-009.005
Returned to/Prepared by: Rhonda Mallonee
O'Reilly Automotive Stores, Inc.
Attn: Property Management
RE Portfolio Specialist
233 South Patterson
Springfield, MO 65802

MEMORANDUM OF LEASE

Lease made and entered into on the 22 day of March, 2019.

1. Landlord: Belterra Pelham, LLC, with principal offices at:
728 Shades Creek Parkway, Suite 130, Birmingham, AL.
2. Tenant: O'Reilly Autmotive Stores, Inc., with principal offices at:
233 S. Patterson, Springfield, MO 65802.
3. Leased premises located at 1813 County Road 52 E., Pelham, AL.
4. Term of Lease: Lease shall be and is for a period of fifteen (15) years, commencing on the first day of the first month following the earlier to occur: (i) the issuance of a permanent Certificate of Occupancy for the building that Landlord has constructed on the Demised Premises as provided in the Work Letter or (ii) the date Tenant opens for business (the "Commencement Date"). Upon the commencement of this Lease, Landlord and Tenant will execute a Lease Commencement document in the form of Exhibit C.
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. Landlord hereby grants to Tenant the right of first refusal to purchase the Demised Premises. In the event Tenant shall elect not to exercise the first right of refusal, then the first right of refusal shall lapse and terminate and Landlord shall be free to sell the demised premises to the offeror of such bona fide offer on the terms set forth in such bona fide offer, subject to the Lease and Tenant's rights as Tenant hereunder. In the event the premises do not sell to the offeror of such bona fide offer, this provision shall not be terminated and Tenant shall have the first right of refusal on any subsequent offers to purchase the Demised Premises.

7. **Restricted Use:** As long as Tenant is operating in the Demised Premises as an auto parts company or other company which derives more than ten percent (10%) of their business from the retail or professional sale of commercial and/or retail auto parts, Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property or that of its subsidiaries or affiliates within a (10) mile radius of the Demised Premises, to an auto parts company or other company which derives more than ten percent (10%) of their business from the sale of 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 wholesale and/or retail auto parts.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease this 22 day of March, 2019.

LANDLORD:

Belterra Pelham, LLC

By: John Miller
Its: Member

TENANT:

O'Reilly Automotive Stores, Inc.

By: Scott Kraus
Its: Senior Vice President

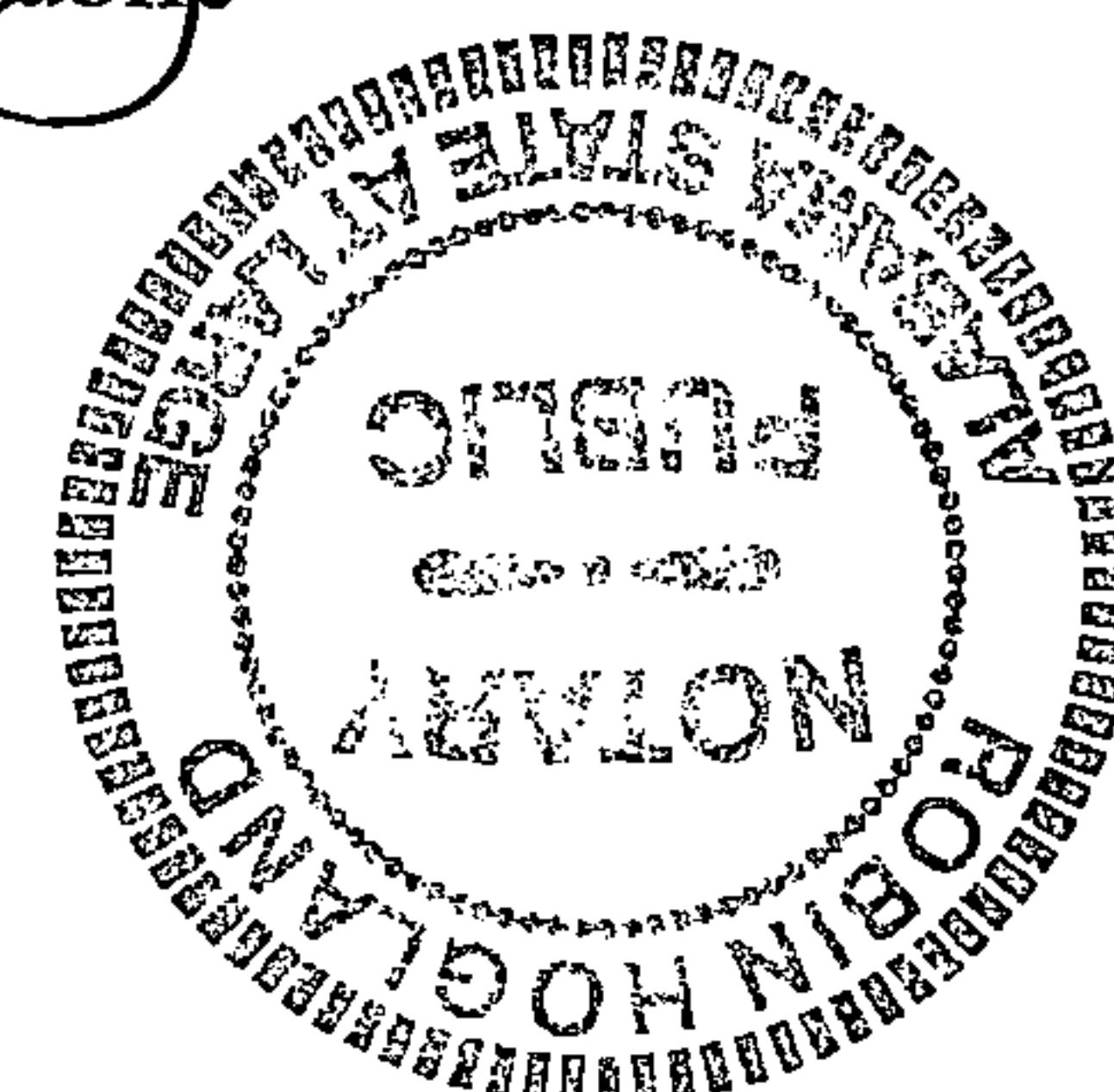
STATE OF Alabama)
COUNTY OF Jefferson) ss

On the 7th day of March, 2019, before me, a notary public
in and for said state, personally appeared
John Miller, known to me to be the person
who executed the within Memorandum of Lease and acknowledged to me that
they executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and
State, the day and year first above written.

7-19-20
My Commission Expires:

Robin Hoagland
Notary Public



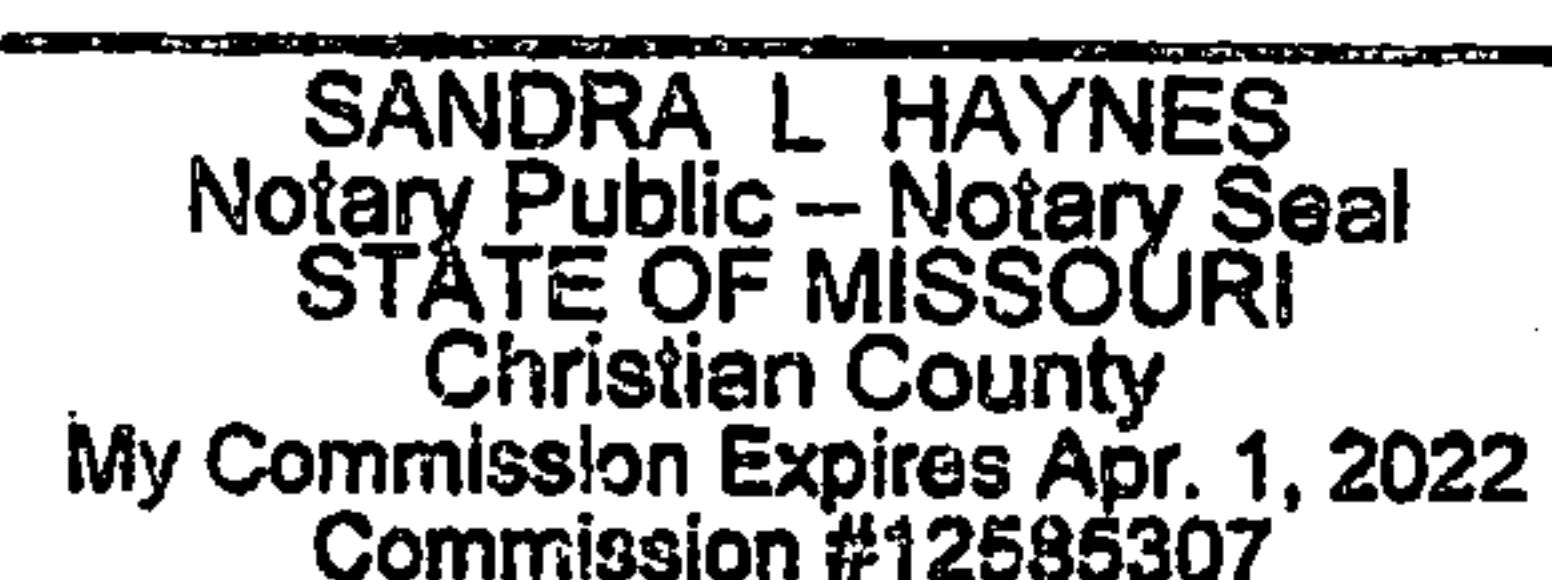
STATE OF MISSOURI)
COUNTY OF GREENE) ss

On the 22 day of March, 2019, before me, a notary public
in and for said state, personally appeared **Scott Kraus**, Senior Vice President of
O'Reilly Auto Enterprises, LLC, known to me to be the person who executed the
within Memorandum of Lease on behalf of said company and acknowledged to
me that he executed the same for the purposes therein stated.

Witness my hand and notarial seal subscribed and affixed in said County and
State, the day and year first above written.

April 1, 2022
My Commission Expires:

Sandra L. Haynes
Notary Public





Description of the Property

Lot 7A, according to the map and plat of Pelham Town Center as recorded in Map Book 40, Page 87, being a resurvey of Lots 1, 2, 3, 4, 5, 7 and 8, Pelham Town Center, as recorded in Map Book 39, Page 69, in the Office of the Judge of Probate, Shelby County, Alabama.

LESS AND EXCEPT any portion lying in the Shelby County Highway right of way as recorded in Inst. # 20040408000183400, corrected in Inst. # 20040524000273220 and Inst. # 20040408000183390, corrected in Inst. # 20040524000273230.