

Prepared out of state by Matt Cologna, O'Reilly Auto Enterprises, LLC P.O. Box 1156, Springfield, MO 65801; ph. 417-829-5722

RESTRICTIVE COVENANT

Under a contract effective the 14th day of March 2023, **Foster's Development, LLC, a Utah Limited Liability Company** ("Grantor") 2088 North Hawthorne Lane, Cedar City, UT 84721 agreed to convey to **O'Reilly Auto Enterprises, LLC, a Delaware limited liability company**, 233 S. Patterson, Springfield, MO 65802 ("Grantee") a parcel of real estate described on the attached **Exhibit "A"** (the "O'Reilly Property").

One of the terms of that contract required the Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

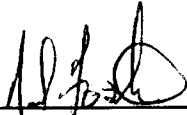
THEREFORE, in consideration of the terms and conditions contained in that contract, Grantor promises and declares that the property described on the attached **Exhibit "B"** (the "Foster's Property") will not be used for the sale, lease, or use by an auto parts company, other than O'Reilly or its related subsidiaries and affiliates. 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, successors and assignees, or any other company which has as its primary business function the sale and supply of wholesale, commercial and/or retail auto parts.

This restriction shall not be modified or terminated without the written consent and agreement of Grantee, properly filed of record. These restrictions shall run with the Grantor's Property and shall be binding upon the Grantor and every successor owner of the Grantor's Property, until terminated as provided herein.

Grantor has executed this Restrictive Covenant, this 8th day of July, 2024.

(Signatures Follow)

FOSTER'S DEVELOPMENT, LLC, a Utah Limited Liability Company

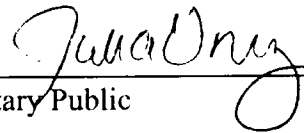

By: Neil Foster
Its: President

STATE OF Nevada)
COUNTY OF Clark)

On the 8th day of July, 2024, before me, a notary public in and for said state, personally appeared Neil Foster, President of Foster's Development LLC, known to me to be the person who executed the within Restrictive Covenant 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.

My commission expires: 09/01/2024


Notary Public

AFTER RECORDATION
RETURN ORIGINAL TO:
SANDRA HAYNES, LEGAL DEPARTMENT
O'REILLY AUTO ENTERPRISES, LLC
P. O. BOX 1156
SPRINGFIELD, MO 65801

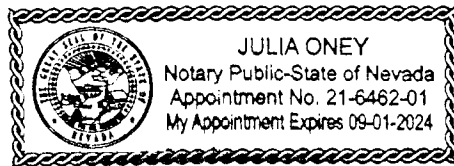


EXHIBIT "A"
(the "O'Reilly Property")

BEGINNING AT A POINT WHICH IS SITUATED S.89°19'06"E. ALONG THE SECTION LINE 1339.86 FEET AND S.0°03'55"W. ALONG THE WEST RIGHT-OF-WAY LINE OF MINERSVILLE HIGHWAY 1056.76 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE N.89°56'05"W. 184.32 FEET TO A POINT OF CURVE, THENCE AROUND THE ARC OF CURVE TO THE RIGHT WITH A RADIUS OF 18.00 FEET A DISTANCE OF 28.27 FEET (THE CHORD OF SAID CURVE BEARS N.44°57'21"W. 25.46 FEET), THENCE N.0°02'39"E. 156.20 FEET, THENCE S.89°57'19"E. 202.38 FEET, THENCE S.0°03'55"W. ALONG THE WEST RIGHT-OF-WAY LINE OF MINERSVILLE HIGHWAY 174.27 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(the "Foster's Property")

BEGINNING AT A POINT WHICH IS SITUATED S.89°19'06"E. ALONG THE SECTION LINE 570.29 FEET AND S.0°40'54"W 39.74 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, SLB&M, THENCE S.83°11'58"E. 97.04 FEET, THENCE S.89°19'06"E. 37.64 FEET, THENCE S.0°02'39"W. 761.35 FEET, THENCE S.89°57'19"E. 635.67 FEET, THENCE S.0°03'55"W. ALONG THE WEST RIGHT-OF-WAY LINE OF MINERSVILLE HIGHWAY 78.21 FEET, THENCE N.89°57'19"W. 202.38 FEET, THENCE S.0°02'39"W. 132.60 FEET, THENCE S.89°36'21"W. 24.26 FEET, THENCE S.22°32'39"W. 86.40 FEET, THENCE S.0°23'39"E. 203.24 FEET, THENCE N.89°29'13"W. 511.51 FEET, THENCE N.0°02'39"E. ALONG THE EAST BOUNDARY LINE OF 3 PEAKS SUBDIVISION PHASE 1 1263.06 FEET TO THE POINT OF BEGINNING.