THE VILLAGE OF COAL CITY

GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 21-02

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT WITH 6S ORLY COAL CITY IL LLC FOR THE DEVELOPMENT OF AN O'REILLY AUTO PARTS STORE

(850 E. DIVISION STREET)

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

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Village Trustees

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(850 E. DIVISION STREET)

WHEREAS, the Village of Coal City, Grundy and Will Counties, Illinois ("Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

WHEREAS, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives; and

WHEREAS, the Village is desirous of promoting economic development within the Village by facilitating the redevelopment of an underutilized commercial property within the Village; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including making grants to commercial enterprises that are deemed necessary or desirable; and

WHEREAS, the Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* ("Act"), to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act; and

WHEREAS, on January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project (collectively, the "TIF Plan and Project"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "TIF Ordinances"), establishing the Coal City Redevelopment Project Area (the "TIF District"); and

WHEREAS, the Act (65 ILCS 5/11-74.4-4(b), (c)) authorizes the Village to make and enter into all contracts necessary or incidental to implement and further the TIF Plan and Project; and

WHEREAS, 6S ORLY Coal City IL LLC ("Developer"), is under contract to purchase 860 E. Division Street, Coal City, Grundy County, IL 60416 (the "Property"), within the TIF District, and is desirous of constructing and leasing a commercial facility for the operation of an O'Reilly Auto Parts store on the Property (the "Project"); and

WHEREAS, the Village Board previously found that the Developer could not complete the Project on the Property without the assistance of Tax Increment Financing and agreed to

negotiate a redevelopment agreement providing public incentives to assist the Developer with eligible expenses incurred in connection with the Project; and

WHEREAS, the Village Board hereby finds that the Project is essential to meet the overall objectives of the TIF District, implements and advances the TIF Plan and Project, is consistent with the Comprehensive Plan, will create jobs and increase property and sales tax revenues, and provide additional local service opportunities to Village residents; and

WHEREAS, the Village Board hereby finds that without financial assistance from the Village, the Project would not be economically feasible because the cost of constructing the Project exceeds Developer's ability to realize a reasonable return on its investment; and

WHEREAS, the Village Board hereby finds that it is in the best interest of the citizens of the Village of Coal City that the Village enter into the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement with the Developer attached hereto as Exhibit 1 ("the Agreement").

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Grundy and Will, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. APPROVAL AND AUTHORIZATION.

The Corporate Authorities hereby authorize, approve and direct the Village President to execute and deliver the Agreement attached as Exhibit 1 and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature as may be required. The Village Administrator and Attorney, and such other agents as may be reasonably necessary to carry out the intent of the Agreement, are hereby authorized and directed to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 27 day of January, 2021, at Coal City, Grundy and Will Counties, Illinois, pursuant to a roll call vote as follows:

AYES: 4

NAYS: 0

ABSENT: 2

ABSTAIN: 0

PRESENT: 4

Approved on this 27 day of January, 2021.

VILLAGE OF COAL CITY

Terry Halliday, President

Attest:

Pamela M. Noffsinger, Clerk

[SEAL]

EXHIBIT 1

REDEVELOPMENT AGREEMENT

Appended on following pages.

Kay T Olson
Grundy County
Clerk & Recorder, Illinois

Document #: 604896

Receipt #: 167379 Total Fees: $80.00
Pages Recorded: 118 NONSTANDARD FEE: $25.00

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AFTER RECORDING RETURN TO:

Mark R. Heinle, Esq.
ANCEL GLINK, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

This space for Recorder's use only

ECONOMIC INCENTIVE AND TAX INCREMENT ALLOCATION FINANCING REDEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF COAL CITY, ILLINOIS

AND

6S ORLY COAL CITY IL LLC

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT, inclusive of Exhibits (cumulatively, the "**Agreement**") is made and entered into as of the 26th day of May, 2021 ("**Effective Date**") by and among the Village of Coal City, Grundy and Will Counties, Illinois, an Illinois non-home rule municipal corporation duly organized and validly existing legal entity organized and operated pursuant to the Constitution and laws of the State of Illinois with offices at 515 S. Broadway Street in Coal City, Illinois ("**Village**"), and 6S ORLY Coal City IL LLC, a Delaware limited liability company with offices at 427 N. Tatnall Street, Suite 47933, Wilmington, DE 19801 ("**Developer**"). The Village and the Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

IN CONSIDERATION OF the recitals and the mutual promises, covenants, and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby agreed to and acknowledged by the Parties, and pursuant to the powers granted the Village under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.* ("**Act**") and to 65 ILCS 5/8-1-2.5, the Parties agree as follows:

SECTION 1. RECITALS.

A. The Village is an Illinois municipal corporation located in Grundy and Will Counties, Illinois, is organized and operating pursuant to authority granted by the Constitution and laws of the State of Illinois.

B. The Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom.

C. The Village has the authority, pursuant to the laws of the State of Illinois to promote the health, safety, and welfare of the Village and its residents, to prevent the spread of conditions detrimental to healthy economic development, to encourage private development in order to enhance the local property and sales tax bases, to increase employment, and to enter into contractual agreements with developers and redevelopers for the purpose of achieving such objectives.

D. The Village is desirous of promoting economic development within the Village by facilitating the redevelopment of an underutilized commercial property within the Village.

E. Pursuant to 65 ILCS 5/8-1-2.5, the Village may appropriate and expend funds for economic development purposes, including making grants to commercial enterprises that are deemed necessary or desirable.

F. The Village is authorized under the provisions of Article VII, Section 10 of the State of Illinois Constitution of 1970, to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law.

G. The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. ("**Act**"), to provide incentives to owners or prospective owners of real property to redevelop, rehabilitate and/or upgrade property in accordance with and pursuant to the Act.

H. On January 10, 2011, the Village Board, pursuant to and in accordance with the Act (i) approved a Tax Increment Redevelopment Plan and a Tax Increment Redevelopment Project

(collectively, the "**TIF Plan and Project**"), (ii) designated a Tax Increment Redevelopment Project Area, and (iii) adopted Tax Increment Allocation Financing (collectively, "**TIF Ordinances**"), establishing the Coal City Redevelopment Project Area (the "**TIF District**").

I. Developer is under contract to purchase 850 E. Division Street, Coal City, Grundy County, IL 60416, bearing parcel identification number 06-35-461-015 and legally described on **Exhibit A** (the "**Property**") for the Property. The Property is within the TIF District.

J. On July 8, 2020, the Village Board adopted Resolution No. 20-24 *Proposed Amendment to the Coal City Tax Increment Financing (TIF) District 6S Development, LLC Redevelopment Project* (the "**Inducement Resolution**"), finding and determining that Developer could not complete the Project on the Property, as those terms are hereinafter defined, without the assistance of Tax Increment Financing and providing that the Village will cooperate with Developer in negotiating a redevelopment agreement providing public incentives to pay the Developer for eligible expenses incurred in connection with the Project and committing to exercise best efforts to amend the TIF District to add all real property that will be improved in connection with the Project to the TIF District.

K. Reserved.

L. Developer desires to develop, construct and install a retail commercial facility and associated improvements including off-street parking, signage and landscape improvements on the Property, all in substantial accordance with and as more particularly set forth in the project scope, site plan, architectural plans and elevations and engineering plans, as appropriate, submitted for approval by all necessary Village departments, committees and boards, as cumulatively appended hereto and set forth in **Exhibit B** ("**Preliminary Plans**"). Upon receiving final approvals by all necessary Village departments, committees and boards to construct and operate the Project in its entirety, the final approved plans shall be known as the "**Final Plans**" and shall replace the Preliminary Plans as **Exhibit B** to this Agreement without further action by the Parties and shall be incorporated herein and thereafter be known as the "Final Plans" in lieu of the Preliminary Plans.

M. The construction and development of the improvements on the Property in the accordance with the Final Plans shall be cumulatively known as the "**Project.**"

N. The Property is within the Village's C-3 Community Commercial zoning district. An auto parts store is a permitted use within the C-3 zoning district.

O. Newly constructed commercial structures on the Property are subject to the Village's Core Area Commercial Design Guidelines, dated June 21, 2010 ("**Design Requirements**") and the design review procedures set forth in Section 156-53(A) of the Village of Coal City Code of Ordinances ("**Village Code**").

P. The Corporate Authorities find that the Project is essential to meet the overall objectives of the TIF District, thereby implementing and advancing the TIF Plan and Project, is consistent with the goals set forth in the TIF Ordinances and the Village's Comprehensive Plan, that the Project promotes the Village's economic development objectives of transforming underutilized properties into higher and more productive uses, creating public-private partnerships to foster private investment, creating jobs, increasing property and sales tax revenues, encouraging further development in the area, diversifying the Village's economic base, and increasing local services available to Village residents, workers and visitors.

Q. The Parties mutually desire that the Property be developed and used in compliance with this Agreement, and the Village desires to financially assist the Developer, pursuant to and in accordance with this Agreement, the Code, and the Act to facilitate the Project on the Property.

R. Developer has represented to the Village that without financial assistance from the Village as detailed herein, the Project would not be economically feasible because the cost of constructing the Project exceeds Developer's ability to realize a reasonable return on its investment, such that the Developer would not undertake the acquisition of the Property and pursue the development of the Project.

S. The Corporate Authorities have found and determined that it is necessary and appropriate for the successful completion of the Project that the Village enter into this Agreement with the Developer to provide for the development of the Project on the Property, and further, that the Project is in the best interest of the Village and the welfare of its residents, and is in accord with valid public purposes.

T. The Corporate Authorities, after due and careful consideration, have concluded that it is advisable, necessary and in the best interests of the Village to enter into this Agreement and the obligations provided herein in support of the Project.

U. This Agreement has been submitted to the Corporate Authorities of the Village for review and consideration and the Corporate Authorities have undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Village.

V. This Agreement has been submitted to the Developer for review and consideration and the Developer has undertaken all actions required by law prior to the execution of this Agreement in order to make the same binding upon the Developer.

W. The Parties acknowledge that their respective obligations hereunder to perform pursuant to this Agreement are absolute and unconditional, except where specifically provided to the contrary herein.

SECTION 2. INCORPORATION.

The foregoing Recitals are the findings of the Parties, accurate and incorporated into this Section 2 as if set forth in full herein, and thereby made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.

SECTION 3. DEFINITIONS.

A. As used in this Agreement, the following terms shall have the meanings indicated unless a different meaning is specifically provided or unless the context otherwise requires:

"Act" shall have the meaning ascribed in Section 1 of this Agreement.

"Applicable Law" means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any recorded restrictive covenant or deed restriction affecting the Project, or the Property, all as in effect as of the Effective Date of this Agreement, including, without limitation, all applicable zoning ordinances, building and life-safety codes, flood disaster laws, health laws, environmental laws and regulations, as the same may be amended from time to time.

"Business Day" means any day other than a Saturday, a Sunday, or a public or bank holiday. Use of the word "day," as opposed to Business Day, shall mean a calendar day.

"Change in Law" means the occurrence, after the Effective Date, of an event described in items i, ii, iii or iv below, provided such event prohibits or materially interferes with the development or construction of the Project or the ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon:

i. The enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation;

ii. The order or judgment of any federal or state court, administrative agency or other governmental body;

iii. The imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or

iv. The adoption, promulgation, modification or interpretation in written guideline or policy statement by a governmental agency.

"Closing" shall mean Developer's acquisition of the Property or such portion of the foregoing as is necessary to develop and construct the Project as set forth herein.

"Closing Date" shall mean the date of the Closing.

"Contractors" means the general contractor selected and engaged by Developer, the subcontractors performing work to construct the Project, and any construction manager(s) as may be selected by the Developer with respect to the construction of the Project.

"Corporate Authorities" means the President and Trustees of the Village of Coal City, Illinois.

"Design Requirements" shall have the meaning ascribed in Section 1 of this Agreement.

"Developer" means 6S ORLY Coal City IL LLC, a Delaware limited liability company with offices at 427 N. Tatnall Street, Suite 47933, Wilmington, DE 19801 and any other affiliate thereof actively and substantially involved in the Project.

"Developer's Final Completion" means the completion of punch-list items with respect to Developer's Project Obligations following Substantial Completion.

"Developer's Work" means all labor and services of whatever kind or nature in any manner related to or arising out of the physical construction of the Project by the Developer.

"Developer's Project Obligations" shall mean the construction of all elements of the Project for which Developer is responsible under the Agreement.

"Effective Date" means the first date on which both (i) the Village Clerk for the Village of Coal City attests the signature of the Village President of the Village of Coal City on this Agreement following passage and approval of an ordinance or resolution authorizing entry into the Agreement

between the Parties by a majority of the Corporate Authorities and (ii) Developer has executed this Agreement following the completion of all actions required by law in order to make the same binding upon the Developer.

"End User" shall mean an O'Reilly Auto Parts Store operated by O'Reilly Automotive, Inc. or an authorized franchisee thereof.

"End User Agreement" shall refer to the O'Reilly Auto Parts Lease and any Operating Agreement between Developer and End User concerning the development, use and operation of the O'Reilly Auto Parts or the Property.

"Final Plans" shall have the meaning ascribed in Section 1 of this Agreement.

"Interim Completion" means the completion of enough of Developer's Project Obligations to allow the End User to commence the stocking and internal buildout of the O'Reilly Auto Parts Store.

"Inducement Resolution" shall have the meaning ascribed in Section 1 of this Agreement.

"Opening Day" shall mean the day on which O'Reilly Auto Parts initially opens a fully staffed and stocked O'Reilly Auto Parts store for the conduct of business to the general public for retail trade.

"O'Reilly" or "Tenant" shall interchangeably refer to O'Reilly Automotive, Inc. or the authorized franchisee thereof leasing and operating the O'Reilly Auto Parts Store on the Property.

"O'Reilly Auto Parts Lease" means an executed lease agreement between Developer and O'Reilly Automotive, Inc. or an authorized franchisee thereof, for the latter's use of the portion of the Property designated in the site plans for construction of a O'Reilly Auto Parts Store, and any amendments, riders or exhibits thereto executed between Developer and O'Reilly.

"O'Reilly Auto Parts Store" shall mean the operating name of the approximately 7,225 square foot retail facility to open and operate on the Property pursuant to the terms of the lease agreement between Developer and O'Reilly Automotive, Inc. and in accordance with the Final Plans.

"Party" means the Village or Developer.

"Parties" means the Village and Developer.

"Permits" means, without limitation, all permits, consents, approvals, authorizations, zoning relief of whatever kind or nature, certificates and approvals required by Applicable Law from all governmental bodies with jurisdiction over the Project, and utility companies which are or may be required for the planning, design, construction, completion, use and occupancy of the Project, including, without limitation, from IDOT and licenses and other permits specific to the End User's businesses.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Plans" shall have the meaning ascribed in Section 1 of this Agreement.

"Project" shall have the meaning ascribed in Section 1 of this Agreement.

"Property" shall have the meaning ascribed in Section 1 of this Agreement.

"Tax Increment Allocation Fund" means the tax increment allocation fund for the Coal City Redevelopment Project Area.

"State" means the State of Illinois.

"Substantial Completion" or "Substantially Completed" means the completion of improvements comprising Developer's Project Obligations to the extent that:

i. Developer, Developer's designee, or Contractors deliver its/their certificates to the Village, as applicable, stating that Developer's Work, as defined herein, has been substantially completed in accordance with the Agreement, O'Reilly Auto Parts Lease, subject only to "punch list"-type items that do not materially interfere with the End User's ability to commence operations; and

ii. Developer certifies to the End User that Developer's construction obligations are substantially complete pursuant to, as applicable, the O'Reilly Auto Parts Lease.

"TIF District" shall have the meaning ascribed in Section 1 of this Agreement.

"TIF Ordinances" shall have the meaning ascribed in Section 1 of this Agreement.

"TIF Plan and Project" shall have the meaning ascribed in Section 1 of this Agreement.

"Uncontrollable Circumstances" or "Uncontrollable Events" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

a. Means any event which:

(i) Is beyond the reasonable control of and without the fault of the Party relying thereon; and

(ii) Occurs after the Effective Date of this Agreement; and

(iii) Is one or more of the following events;

1. A Change in Law;

2. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;

3. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the Village but, the foregoing notwithstanding, shall include a shutdown of some or all

exterior work during some or all winter months if the performance or continuation of such exterior work is commercially impracticable;

4. Governmental condemnation or taking by a public entity (other than the Village if the Village is the Party claiming an Uncontrollable Circumstance or Event);

5. Strikes, labor disputes, or work stoppages;

6. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants (unless the Village is the Party claiming an Uncontrollable Circumstance or Event) or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

7. Vandalism;

8. Site conditions not within the actual knowledge of the Developer prior to the Effective Date;

9. Any other circumstance beyond the control of and without the fault of the Party relying thereon, except as otherwise provided in subsection (B), *infra,* or elsewhere in this Agreement;

10. Terrorist acts; or

11. Plague, pandemic, virus or other substantial health hazards, including without limitation any and all related work orders, stoppage, or shut downs related, directly or indirectly the "Coronavirus" or "Covid-19"; or

12. Delays caused by Tenant.

b. "Uncontrollable Circumstances" and "Uncontrollable Events" shall not include:

1. Economic hardship or inability to borrow or pay money;

2. Shortage or unavailability of materials unless there is no reasonable substitute;

3. Geo-technical or environmental conditions existing on the Property as of the Effective Date of this Agreement, if Developer has actual knowledge of such conditions on or prior to the Effective Date.

4. Failure of performance by a Contractor, except insofar as such Contractor's failure is caused by events which are Uncontrollable Circumstances as to the Contractor or insolvency. In the event of Contractor insolvency, Developer shall promptly undertake commercially reasonable efforts to replace Contractor or otherwise provide for the completion of Contractor's obligations; or

5. Any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly.

c. For each Business Day that the Village or Developer is delayed by an Uncontrollable Circumstance or Uncontrollable Event, the dates and deadlines set forth in this Agreement shall be extended by one (1) Business Day, provided that Developer adheres to its notification obligations as provided in Section 5.G.5. of this Agreement.

d. Except as otherwise provided herein, neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of an obligation under this Agreement in the event of any delay or nonperformance caused by Uncontrollable Events beyond the reasonable control of the Party affected which in fact interferes with the ability of such party to discharge such obligation hereunder. The individual or entity relying on this Section with respect to any such delay shall give written notice thereof to the other Party to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of Business Days of delay caused by any such events described above. For purposes of clarity, when making an extension of a date or period by reference to Business Days, intervening days that are not Business Days shall be automatically added. For example, if some obligation is due within thirty (30) days after November 12, 2020, but such obligation is to be extended due to a seven (7) Business Day delay, then such date is extended to December 21, 2020.

"Village" means the Village of Coal City.

"Village Code" means the Village of Coal City Code of Ordinances, as amended from time to time.

"Village Expenses" means any and all costs, fees and expenses incurred by the Village as a result of staff time and professional and technical consultant services of whatever kind or nature related to the Project, including without limitation all legal, engineering, design/planning review, administration costs and expenses associated with the review, processing, negotiation, and development of documentation and data, plans, specifications, drawings and other information

pertaining to the Project, the negotiation of agreements, management and supervision of the implementation and development of the Project, any costs and expenses associated with the End Users, and any costs and expenses associated with municipal financing of the Project.

"Zoning Code" means Chapter 156 of the Village of Coal City Code of Ordinances, as amended.

B. Rules of Construction.

1. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

2. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

SECTION 3. TERM.

The term of this Agreement (the "**Term**") shall commence on the Effective Date and terminate upon the earliest to occur of (i) the termination of the TIF District, (ii) upon the completion of all obligations by both Parties hereunder, (iii) a date on which neither the Developer nor a Village Approved Assignee nor an Affiliate has ownership in the Property, (iv) such time when each of the Parties executes a written addendum providing for the early termination of the Agreement for any reason or no reason, or (v) the Village's election to terminate the Agreement following an Event of Default by Developer related to its obligation to timely acquire or develop the Property or achieve Opening Day.

SECTION 4. MUTUAL ASSISTANCE.

A. **Cooperation.** The Village and Developer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement.

B. **Documents.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as well as the adoption of such ordinances and resolutions, securing of financing and other actions as may be necessary or appropriate or reasonably required to carry out the terms, provisions and intent of this Agreement or to facilitate the performance of this Agreement to the extent legally permitted and within the Village's and Developer's sound legal discretion.

C. **Other Governmental Approvals.** The Parties shall assist and cooperate fully with each other in seeking and obtaining from any or all appropriate governmental bodies other than the Village (whether federal, state, county or local) any necessary permits, entitlements and approvals required or useful for the construction of the Project in, on and around the Property.

SECTION 5. DEVELOPER OBLIGATIONS.

A. Obligor. The terms of this Agreement are binding on the Developer and any Affiliate thereof having active and substantial involvement in the Project.

B. Deliver Lease.

1. As a condition precedent to the Village's obligation to pay to Developer the TIF Incentive, Developer shall deliver to the Village a copy of the fully executed O'Reilly Auto Parts Lease with a minimum term of five (5) years and any Operating Agreement between Developer and O'Reilly concerning the development, use and operation of the O'Reilly Auto Parts or the Property, subject to the redaction of financial figures or other proprietary information by Developer. Upon said tender(s), the O'Reilly Auto Parts Lease and any Operating Agreement shall be appended to this Agreement cumulatively as **Exhibit C.**

2. The O'Reilly Auto Parts Lease shall have a term of at least five (5) years.

C. Intentionally Omitted.

D. Evidence of Project Financing. Developer shall provide the Village evidence satisfactory to the Village that Developer has the financial ability to acquire the Property, complete the Work required to achieve Final Completion of the Project (**"Evidence of Project Financing"**)

prior to and as a condition precedent to the Village's obligation to pay the Step One TIF Incentive. Evidence of Project Financing shall include a budget for the acquisition of the Property and demolition, site work and construction of the improvements thereon, together with cash equity and a binding commitment from a financial institution in a cumulative amount not less than the project budget (the "**Budget**"). The Village acknowledges and agrees that the Evidence of Project Financing shall be deemed **"Confidential Financial Information"** and shall be subject to the Village's confidentiality obligations provided herein. A commitment letter, letter of intent, or term sheet from a lender to Developer in an amount of 80% or more of the value of the Budget shall be deemed prima facie Evidence of Project Financing and shall satisfy the requirements by Developer to the Village required herein as such, subject only to clear and convincing evidence or facts to the contrary.

E. Anticipated TIF-Eligible Costs. Developer has submitted to Village for its internal review prior to the Effective Date, a project budget and an itemized list of Anticipated TIF Eligible Costs, as set forth in **Exhibit D** hereto, which list shall represent a good-faith detail of known and reasonably anticipated itemized TIF eligible costs, as defined by the Tax Increment Allocation Redevelopment Act and this Agreement in a cumulative amount no less than $125,000.00.

F. Project Development. Developer shall construct and install the Project on the Property in substantial compliance with the approved Final Plans, including, without limitation, the site plans, architectural plans and elevations, and engineering plans, as appropriate, submitted to and approved by all necessary Village commissions. Developer agrees that development of the Project shall include the installation of a 8" C-900 water main and associated appurtenances (cumulatively, the "**Water Facilities**") at Developer's sole cost running along and the west side of the area labeled "Proposed 10' Water Main Easement" on the Concept Plan dated July 15, 2020 included within the Preliminary Plans ("**Easement Premises**"), all in accordance with Village specifications and subject to Village oversight. Further, Developer will at all times acquire, install, construct, and maintain the Project in compliance with all Permits and Applicable Law.

G. Dedication of Easement. Developer shall, on behalf of itself and all future owners of the subject property on which the Easement Area is located, grant and convey a permanent, non-exclusive easement in favor of the Village of Coal City, in, on, over, through and across the Easement Premises and each portion thereof for the purposes of (i) continuously having the Water Main remain in existence and functioning properly, (ii) operating, maintaining, repairing, renewing and replacing the Water Facilities, and (iii) inspecting and testing the Water Facilities in accordance with standard Village practices. The term of the easement shall commence upon the Effective Date and continue indefinitely thereafter.

H. Regulations Controlling Development of the Property. Except for minor alterations approved by the Village Director of Building and Zoning, Developer's construction, installation, maintenance and development of the Property shall be pursuant to and in accordance with the following:

1. This Agreement;
2. The Final Plans;
3. The Zoning Code;
4. The Design Guidelines or any variances granted with respect thereto or Certificate of Appropriateness granted thereto;

5. Applicable Law;

6. Unless otherwise provided in this Agreement, in the event of a conflict between or among any of the above plans or documents, the plan or document that provides the greatest control and protection for the Village, as determined by the Village Administrator, shall control. All of the above plans and documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

7. Developer's performance shall fulfill in all material respects its construction and development obligations under the End User Agreement, to the extent such provisions are not incompatible with Section 5(B)(5)(g)(1-6) of this Agreement.

8. Developer shall not cause or permit the existence of any violation of any provision of this Section 5.B.5.g.

H. Construction Schedule.

1. Subject to Uncontrollable Circumstances, Developer shall begin Project Commencement (as herein defined) within sixty (60) days of closing, closing being the the acquisition of the Property (the **"Closing Date"**). **"Project Commencement"** shall mean, at minimum, that Developer has: (i) submitted completed applications and payments for all necessary building permits and approvals as may be required by Village ordinance or other local regulation or other Applicable Law and received all necessary Permits and approvals to begin work on the Property, (ii) erected any required construction/protective fencing around the perimeter of the Property, and (iii) erected temporary signage on the Property in such form as shall be approved by the Village and sufficient to alert the public that the Property is to be the future home of an O'Reilly Auto Parts Store. The first date on which all three of the foregoing steps have been performed shall be known as the **"Commencement Date,"** and shall occur within one (1) calendar year of the Effective Date.

2. Subject to Uncontrollable Circumstances, Developer and all of its Contractors shall begin demolition of existing improvements, undertake site preparation and grading, installation or repair private and public infrastructure as may be required to implement the Final Plans, repair and installation of site improvements, undertake building construction, and perform other improvements necessary for the Project, all in accordance with the Final Plans (cumulatively, the **"Work"**) immediately following Project Commencement and continue without interruption or delay, and otherwise diligently and continuously pursue and prosecute the Work in full compliance with, and as required by or pursuant to, this Agreement, until the Project achieves Substantial Completion. Subject to Uncontrollable Circumstances, Developer shall cause Substantial Completion to occur on or before the one year anniversary of the Closing Date. Each contract between Developer and a Contractor shall provide that the Village may take over and prosecute the work if the Contractor fails to do so in a timely and proper manner.

3. Subject to Uncontrollable Circumstances, Developer shall achieve Developer's Final Completion and obtain certificate of occupancy within thirty (30) calendar days of Substantial Completion.

4. Intentionally Omitted.

5. Developer will be allowed extensions of time beyond the completion dates required by the Construction Schedule only for delay caused by Force Majeure. Developer shall, within two days after any unavoidable delay commences and again within two days after the delay terminates, give notice to the Village for its review and approval of the delay, the cause for the delay, the period or anticipated period of the delay, and the steps taken by to mitigate the effects of the delay. Any failure of Developer to give the required notice will be a waiver of any right to an extension of time for any the delay.

6. If Developer fails to diligently pursue or cause to be pursued all construction, as required in, or permitted by this Agreement, to completion within the time period prescribed in the Agreement, Developer shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If the Owner fails or refuses to remove the buildings, structures, and improvements as required, then the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and/or remove any of the buildings, structures, and improvements without further notice, and the Village shall have the right to charge Developer an amount sufficient to defray the entire cost of the work, including without limitation legal and administrative costs.

I. Specific Performance. For so long as the O'Reilly Lease is in full force and effect, the construction, maintenance and repair obligations set forth in Section 5 are specifically enforceable by the Village, with its reasonable costs and expenses chargeable to and collectible against Developer; provided, however, such enforcement by Village is only enforceable against Developer for as long as Developer owns the Property, and enforceable against Developer's successors, grantees, devisees or assigns after Developer transfers, conveys, sells, or assigns the Property. The Property shall be subject to and burdened by temporary easements over such portions of the Property as are reasonably necessary for the performance of the required maintenance or repairs.

J. Construction Standards.

1. Developer will use its best efforts to maintain all streets, sidewalks, and other public property adjacent to the Property in a good and clean condition during the Work related to the Project. Further, Developer will promptly clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or adjacent to the Property by Developer or any agent of or contractor hired by, or on behalf of, Developer, and will repair any damage to public property that may be caused by the activities of Developer or any agent of or contractor hired by, or on behalf of, Developer. Within a reasonable period of time, but in no event more than 12 hours after the Village gives Developer notice to clean all mud, dirt, or debris deposited on any street, sidewalk, or other public property in or

adjacent to the Property deposited by Developer or any agent of or contractor hired by, or on behalf of, Developer, Developer neglects to clean, or undertake with due diligence to clean, the affected public property, then the Village will be entitled to clean, either with its own forces or with contract forces, the affected public property and to recover from Developer costs or charges reasonably incurred by the Village to perform the cleaning.

2. The Village may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. The Developer shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions, and hazards and shall repair all damage caused by the construction traffic.

3. Developer will use its best efforts to ensure that all construction vehicles, including, without limitation, passenger vehicles and construction equipment, are parked within the Property or in areas designated by the Village.

4. Developer will exercise its best efforts to minimize traffic closures and disruptions on streets adjacent to the Property during construction. No traffic closures may occur without the Village's prior approval of a reasonable traffic control plan prepared by the Developer.

K. Intentionally Omitted.

L. Intentionally Omitted.

M. Progress Reports. Beginning with the Effective Date of this Agreement and continuing until Opening Day, Developer shall provide weekly progress reports on the progress of the Project. Developer shall at all times have an individual designated as the Village's primary point of contact for matters pertaining to this Agreement.

N. Property Taxes, Valuation and Tax Rate. Developer, its successors and assigns, or any successor in title, shall timely pay all property taxes when due, and shall not petition to reduce the assessed value of the Property below the 2020 pre-appeal equalized assessed value ("**EAV**"), appeal the applicable property tax rate, seek any real estate tax exemption, or otherwise pursue a reduction in any real property tax owed during the term of this Agreement.

O. Open Book Project. The Project will be an "open book" project, and Developer and Contractors will ensure for continuing and regular access, at all times during the construction, by the Village Administrator, or his or her designee, for the purpose of reviewing and auditing their respective books and records for the Project.

P. Certification of Reimbursable Costs. Promptly upon achieving Final Completion, Developer shall submit to the Village Administrator a Certificate of Reimbursable Project Costs, in the form of **Exhibit E**, certifying costs incurred in connection with the acquisition of the Property, Project planning and design, and/or Work related to the Project, and reimbursable under the TIF Act. The submitted Certificate of Reimbursable Project Costs must be accompanied by all lien waivers from all contractors, subcontractors, and materialmen who performed work or provided construction supplies or other services for costs listed on a Certificate of Reimbursable Project Costs. To establish its right of reimbursement for Reimbursable Project Costs, Developer shall submit to the Village Administrator such documentation as may be reasonably requested by

the Village (including but not limited to lien waivers, paid invoices, financing statements or evidence of wire transfers) verifying the TIF eligible costs Developer has incurred in connection with the Project.

Q. Developer's Representation of Need; Basis for Economic Incentive. Developer expressly acknowledges, represents and warrants that the scope of Work associated with the Project cannot be undertaken without the economic incentive assistance provided pursuant to the terms of this Agreement and that this representation is accurate and made in good faith. Developer further acknowledges and agrees that the Village is relying on the Project, this representation by Developer, and the scope of Work as a basis for and to serve the inducement for the Village to provide assistance, as provided in this Agreement, to Developer for the completion of the Project.

R. Intentionally Omitted.

S. Compliance with Applicable Law; End User Violations. Developer shall not cause the existence of any violation of Applicable Law. The Parties agree that liability for any violations of the foregoing caused by or arising out of the actions or inactions of O'Reilly shall not be attributed to Developer and that no such violations ("**End User Violations**") shall constitute a Default, as such term is defined herein, of this Agreement.

SECTION 6. MAINTENANCE AGREEMENT.

For so long as Developer owns the Property, Developer agrees to maintain the Project in good condition and not to change any elements of the Project in any manner whatsoever, without first obtaining the express prior written consent of the Village Administrator. The Project maintenance obligations in this Section 6 will be in accordance with the following covenants:

1. Intentionally Omitted;

2. Developer will not submit a subsequent application for other improvement grants for the Property;

3. Developer will not alter or tear down the Project; and

4. Developer will, at its sole cost and expenses, and pursuant to Section 5(G)(1) of this Agreement, repair any damage to any public property that may be caused by or in connection with the installation of the Project.

SECTION 7. VILLAGE OBLIGATIONS.

Village, in consideration for the receipt of the promises and inducements contained herein, agrees to:

A. TIF Incentive.

1. Based upon the Developer's representation of the need for assistance and provided the Developer fulfills its obligations in this Agreement and under the Act, the Village will provide ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) in immediately available funds (the "***Step One TIF Incentive***") as tax increment financing assistance to facilitate the Project, payable upon the Closing Date if Developer is not in default under this

Agreement and provided that the Closing Date occurs not later than the one year anniversary of the Effective Date.

2. Upon Developer achieving Substantial Completion and not being in default under this Agreement, the Village shall pay over to Developer TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) in immediately available funds (the "***Step Two TIF Incentive***"), provided that the Step Two TIF Incentive shall become due and owing only upon Developer's achievement of Substantial Completion as provided in this Agreement. The Step One TIF Incentive and the Step Two TIF Incentive shall cumulatively be known as the "***TIF Incentive***".

3. The TIF Incentive shall be no greater than the cost of completed and approved Project Work in accordance with this Agreement and the amount shown on the Certificate of Reimbursable Project Costs and supporting documentation verifying the TIF eligible costs Developer incurred in connection with the Project and approved by the Village. The TIF Increment will be initially provided from the Village's General Fund, which will be reimbursed with the incremental revenues generated from the Property and deposited into the Tax Increment Allocation Fund on an annual basis.

B. TIF Incentive Clawback.

1. If Developer fails to achieve Substantial Completion in a timely manner as provided in this Agreement, the Village shall not be obligated to pay the Step Two TIF Incentive. Moreover, in the event Developer fails to achieve Substantial Completion in a timely manner as provided in this Agreement, the Developer will pay back in full, upon fifteen (15) business days' written demand from the Village, the Step One TIF Incentive.

2. Intentionally Omitted.

3. If Developer fails for any reason whatsoever to apply for and receive a valid and binding certificate of occupancy for the O'Reilly Auto Parts Store from the Village within 18-months after Project Commencement, Developer will be required to promptly pay back, upon 30 days' written demand from the Village, any TIF Incentive received prior to such date.

4. If the cumulative incremental revenues generated from the Property and deposited into the Tax Increment Allocation Fund on an annual basis prior to the expiration of the TIF District ("**Total Project Increment**") total less than the TIF Incentive paid to and retained by Developer, then Developer shall pay back, upon 30 days' written demand from the Village, a sum equal to the difference between the TIF Increment and the Total Project Increment.

5. In the event that Developer fails for any reason whatsoever to payback within 30 business days either the full or any portion of the TIF Incentive required under this Subsection 7.B, the Village may in its sole and absolute discretion file a lien against the Property for the amount of the TIF Incentive paid over to Developer and not refunded. Such lien will arise immediately upon recording of a notice of lien in the Office of the Grundy County Recorder identifying this Agreement, the Parties, the date of recording this Agreement, the document number of such recording, the legal description of the Property, and the amounts

then due and payable under this Agreement. The lien will remain in full force and effect until the amounts are paid in full. The lien may be foreclosed by any proceeding at law or in equity.

C. Village Approvals.

1. The Village shall promptly process and consider reasonable requests by Developer for variances that may be required to construct and operate the Project on the Property in substantial accordance with the Preliminary Plans and in full accordance with the Final Plans.

2. The Village shall issue all permits and approvals necessary for the development of the Project on the Property including, without limitation, building and other permits and certificates of occupancy, provided that Developer submits all petitions and applications for such permits and approvals and pays all fees required under applicable Village ordinances, standards, rules, and regulations, and all the plans and work related to the Project conform to Applicable Laws and further provided that Developer makes any design, landscaping, engineering, stormwater detention, drainage, traffic pattern, site plan or other modifications as may be required as a condition of issuing approvals or the various permits described herein.

3. The Village shall, in addition, respond to each request for a building permit or certificate of occupancy within not more than thirty (30) days of the submission of an application therefor. If the Village does not approve such application and issue such permit or certificate in such period, it shall within such 30-day period provide the Developer with detailed written instructions on the insufficiencies of or errors in such application why such permit or certificate was not approved or issued. The foregoing shall apply to any supplementary, subsequent or amended permit application, request for certificate of occupancy or submittals by Developer, but the response periods shall be reduced from 30 days to fifteen (15) days.

D. Alley Vacation. At the first regular Village Board meeting following the Closing Date, provided that Developer is not in default under this Agreement and provided that the Closing Date occurs not later than the one year anniversary of the Effective Date, the Village shall vacate to Developer, at no cost, that certain portion of alley designated in the shaded area on the Concept Plan dated July 15, 2020 attached hereto. The Parties understand and agree that Developer shall be responsible for producing the Plat of Vacation and legal description of the portion of alley to be vacated or reimbursing the Village in full for its costs of producing the same.

E. Confidentiality. The Village acknowledges and agrees that the Evidence of Project Financing, and any other financial information disclosed by the Developer to the Village or its agents or consultants under this Agreement, including specific financial terms within the O'Reilly Auto Parts Lease (cumulatively, the "***Confidential Information***") is proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to the Developer and Village shall receive and protect such information in a manner to afford the highest degree of exception to disclosure possible under state or federal law, including but not limited to Section 7(1)(g) of the Illinois Freedom of Information Act. The foregoing notwithstanding, the Parties acknowledge and agree that the Village shall be permitted to disclose the

Confidential Information to a controlled group of Village officials, agents, consultants and employees who reasonably need to know such information to evaluate this Agreement, including the Corporate Authorities, the Village Administrator, Village Attorney, TIF Consultant, Village Treasurer, and financial consultants (the "***Control Group***"). The Village shall cause the Control Group to hold in confidence the Confidential Information, except only to the extent that non-disclosure is in conformance with Applicable Law or as may be required in any bond offering documents, and only then to the limited extent such disclosure is required. The confidentiality requirements of this Agreement shall survive any renewal, expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns and legal representatives after the renewal, termination, expiration or cancellation of this Agreement. The Village shall promptly notify Developer as to a Freedom of Information Act request and the commencement of any legal action in regard thereto such that the Developer and/or respective End User shall have a meaningful opportunity to object to the release of any such confidential information and to take such action as either deems necessary in order to protect against the release of such confidential information.

SECTION 8. FORCE MAJEURE.

Where this Agreement contains provisions which provide for certain time periods within which actions must occur or be completed, it is understood and agreed by the Parties that such deadlines are subject to extension for Force Majeure as herein defined. "**Force Majeure**" shall be defined as set forth in Subsection (A) below, and shall expressly exclude the situations set forth in Subsection (B) below:

A. Means any event which:

i. Is beyond the reasonable control of and without the fault of the Party relying thereon; and

ii. Occurs after the Effective Date of this Agreement; and

iii. Is one or more of the following events;

1. Insurrection, riot, civil disturbance, sabotage, embargo, act of the public enemy, explosion, fire, nuclear incident, collapse, transportation accident, industrial accident, war or naval blockade;

2. Epidemic, hurricane, tornado, landslide, subsidence, earthquake, lightning, windstorm, or other extraordinary weather conditions or other similar act of God, but shall not include adverse but non-severe weather conditions to the extent normally encountered in the area of the Grocery Store Property;

3. Strikes, labor disputes, or work stoppages;

4. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or

processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

5. Change in Law;

6. Governmental condemnation or taking by a public entity (other than the Village if the Village is the Party claiming an Uncontrollable Circumstance or Event);

7. Strikes, labor disputes, or work stoppages;

8. Unreasonable delay in the issuance of building or other permits or approvals by the Village or the Village's consultants (unless the Village is the Party claiming an Uncontrollable Circumstance or Event) or other governmental authority having jurisdiction, unrelated in all material respects to the merits, sufficiency, and completeness of the application therefor, and unrelated to payment of any applicable fee or expense by applicant. In no event shall the Village's diligent evaluation or processing of application materials or adherence to generally-applicable procedures and timelines as set forth by Applicable Law and this Agreement, administrative policy or usual and customary practice of the Village be construed as an "unreasonable delay" in the issuance of a permit or approval;

9. Vandalism;

10. Site conditions not within the actual knowledge of the Developer prior to the Effective Date;

11. Any other circumstance beyond the control of and without the fault of the Party relying thereon, except as otherwise provided in subsection (B), *infra,* or elsewhere in this Agreement;

12. Terrorist acts; or

13. Plague, pandemic, virus or other substantial health hazards, including without limitation any and all related work orders, stoppage, or shut downs related, directly or indirectly the "Coronavirus" or "Covid-19" or any other virus.

B. Force Majeure shall not include:

i. Economic hardship;

ii. Shortage or unavailability of materials unless there is no reasonable substitute;

iii. Acts, events or other matters arising out of violations by Developer or the End User of any applicable laws or regulations;

iv. Failure of performance by a contractor, except insofar as such contractor's failure is caused by events which are Force Majeure as to the contractor; or

v. Any act or omission committed, omitted, or caused by Developer, or Developer's employees, officers or agents or a subsidiary, affiliate or parent of Developer, or by any corporation or other business entity that holds a controlling interest in Developer, whether held directly or indirectly.

For each day that the Village or Developer is delayed by a Force Majeure event, the dates set forth in this Agreement shall be extended by one (1) day, provided that Developer adheres to its notification obligations as provided in Section 5.G.5. of this Agreement.

9. Responsibility for Costs.

A. The Parties shall enter into a Recoverable Costs Agreement in substantially the form attached hereto as **Exhibit F**.

B. Except as otherwise explicitly provided herein, Developer shall pay the Village any and all costs, expenses and fees, as and when customarily charged by the Village to a property owner or developer pursuant to duly enacted ordinances, including, but not limited to permit fees for any and all permits required in connection with the design, planning, construction, completion, use and occupancy of the Project, inspection fees, business licenses, sign permits, building permits, electrical and plumbing permits, any and all real property taxes, or any sales or utility taxes that may come due the Village from time to time customarily charged by the Village pursuant to duly enacted ordinances as they may exist as of the Effective Date and as they may be changed from time to time thereafter. In addition to the foregoing, Developer shall be responsible for the fees of any other entity with jurisdiction over the development of the Project on the Property.

C. Except as otherwise provided herein, each Party shall be responsible for paying its own attorneys' fees in connection with the negotiation and drafting of the Agreement.

10. Liability, Indemnity of Village, and Insurance.

A. Village Review. Developer acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries to Developer that may be sustained as the result of the Village's review and approval of the Project, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of those plans and the issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

B. Village Procedure. The Developer acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and agrees not to challenge the Village's approval of this Agreement on the grounds of any procedural infirmity or of any denial of any procedural right.

C. Indemnity. The Developer agrees to hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of them in connection with (i) the Village's review and approval of any plans for the Property; (ii) the issuance of any approval, permit, or certificate; and (iii) Developer's construction of the Project.

D. Defense Expense. The Village shall provide the Developer written notice of any claim for which the Village may seek indemnification or to be held harmless within ten (10) days of obtaining notice of a claim. Developer shall have the right to hire counsel of its choosing, with consent of the Village, and to control defense of any claim or to settle any claim provided that the Village shall have the right to participate in the defense of the claim. The Village shall provide Developer timely notice of any defense to a claim so as to avoid prejudice. Failure of the Village to tender timely notice or defense of a claim shall waiver any obligation of Developer to indemnify, defend, and hold harmless the Village. In the event that the Village retains defense of any claim the Developer shall, and does hereby agree to, pay all expenses, including without limitation all reasonable legal fees, incurred by the Village in defending itself with regard to any and all of the claims, provided that Developer shall have the right to participate in said defense and approval of any settlement of a claim.

E. Insurance.

1. Liability Insurance Prior to Completion. Prior to Project Commencement, Developer shall procure and deliver evidence of such policies to the Village, at Developer's cost and expense, and shall maintain in full force and effect through completion of construction of the Development, a policy or policies of commercial general liability insurance and, during any period of construction, contractor's liability insurance, with liability coverage under the commercial general liability insurance to be not less than One Million and no/100 Dollars ($1,000,000.00) each occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the Village to protect the Village and Developer against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Property, or the construction and improvement thereof by Developer, except to the extent arising from Village's acts or omissions for which it may be held liable under the laws of the State of Illinois (in which case the Village shall look solely to its own insurance). Each such policy shall name the Village as an additional insured. Any insurance carried by the Village for like risks shall be secondary and in excess of the insurance required hereby. The Village shall be given written notice at least thirty (30) days prior to any cancellation or material amendment of the policy or policies required hereunder. Developer shall provide to the Village a replacement certificate prior to expiration of any policy.

2. Developer's Risk Prior to Completion. Prior to Substantial Completion of the Development, Developer shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Development (including on-site stored materials), all as to work by Developer. Such insurance policies shall be issued by companies satisfactory to the Village. Such policies shall contain a provision that the same will not be canceled or materially amended without prior written notice to the Village.

3. Developer's Ongoing Obligations. Throughout this Agreement's term, the Developer shall maintain in full force and effect insurance, in a form and amount approved by the Village, sufficient to cover the replacement cost of the Project in the event the Project is destroyed in whole or in part. The Developer shall be obligated to use the insurance proceeds to reconstruct the Development and make it habitable again unless reconstructing the Development is not feasible.

10. Defaults.

A. Procedure for Declaring Defaults.

Unless otherwise provided, in the event of a breach or violation of any material term, representation, warranty, covenant, agreement, or condition of this Agreement (**"Default"**), the Party not in Default shall serve written notice upon the Party in Default, which notice shall be in writing and shall specify the particular Default. Failure on the part of either Party to cure the Default within thirty (30) days after receiving written notice thereof (unless a different time period is specified in the Agreement for curing non-performance of a specific task or event) shall constitute an **"Event of Default."** No Event of Default of this Agreement may be found to have occurred if performance has commenced to cure such default to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice and the Party alleged to be in Default continues diligently to pursue such cure. No Default by Developer or the Village shall be actionable or be of other consequence unless and until it shall constitute an Event of Default.

B. Remedies for Events of Default.

Except as may otherwise be specifically provided, upon an Event of Default of this Agreement, any of the Parties, in any court of competent jurisdiction in Grundy County, Illinois, by an action or proceeding in law or equity, may pursue any and all remedies available at law and in equity, including but not limited to a writ of mandamus, injunction, declaratory judgment or the specific performance of the covenants and agreements herein contained, any monetary damages and any and all other remedies other provided by law or equity. In addition, the party prevailing in any litigated dispute arising out of this Agreement shall be entitled to also recover as damages its reasonable attorneys' fees and costs from the non-prevailing party.

C. Village Remedy for Failure to Complete Construction.

If Developer fails to comply with the construction schedule set out in Section 5.H. of the Agreement, Developer will, subject to any right to cure granted to Developer in this Agreement, promptly remove any partially constructed or partially completed buildings, structures, or improvements from the Property. If the Developer fails or refuses to remove the partially constructed or partially completed buildings, structures, or improvements from the Property, the Village will have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demolish and remove any of the partially constructed or partially completed buildings, structures, or improvements from the Property, and the Village will have the right to charge the Developer an amount sufficient to defray the entire cost of such demolition and removal, including without limitation legal and administrative costs.

D. Developer and Lender Notice and Right to Cure for Failure to Complete Construction.

In the event Developer fails to Substantially Complete construction in accordance with the time set forth in Subsection 5.H. of this Agreement, the Village will provide written default notice to Developer and to Developer's lender. The default notice will specify the basis of the default. Developer and Developer's lender will have a period of thirty (30) days from the date of the default notice to Substantially Complete construction. The Developer or the Developer's lender may request a hearing before the Corporate Authorities to request additional time to Substantially Complete construction. In the event Developer or Developer's lender requests a hearing, the Corporate Authorities will reasonably consider, in light of prior investment in the Property and the

current financial ability of the Developer or Developer's lender, a proposal from Developer or Developer's lender that sets forth a reasonable schedule for Substantial Completion of construction. The Village will reasonably cooperate with the Developer or the Developer's lender to ensure that Substantial Completion of construction can be achieved within the agreed upon schedule with the Developer or Developer's lender.

E. No Waiver of Right to Enforce.

Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

11. GENERAL PROVISIONS.

A. Continuity of Obligations.

1) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

2) The rights and liabilities of the Developer named herein shall not be assigned without the prior written approval of the Village, which approval shall not be unreasonably withheld provided that a reasonable demonstration shall be made by the Developer of the proposed transferee's or assignee's (**"Village Approved Assignee"**) experience and financial capability to undertake and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the Village hereby approves, and no prior consent shall be required in connection with the right of Developer to assign the Developer's rights, duties and obligations under this Agreement to any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986 (an "**Affiliate**"), as amended.

3) Developer acknowledges and agrees that the obligations assumed by it under this Development Agreement shall be binding upon it and, except as limited aforesaid, any and all of its respective heirs, successors, and assigns and the successor record owners and/or successor developers of all or any portion of the Property. To assure that such heirs, successors and assigns have notice of this Development Agreement and the obligations created by it, Developer and Owner agree that this Development Agreement shall be recorded with the Grundy County Recorder of Deeds.

4) Upon each sale or conveyance of the Property to a Village Approved Assignee, such Village Approved Assignee or purchaser of the Property shall be bound by and be entitled to the benefits of this Development Agreement with respect to the Property. The Village hereby covenants and agrees that the Village upon the Village's consent to such assumption shall release the predecessor in interest from its obligations under this Agreement, except that Developer agrees not to sell or convey any part of the Property except to an Affiliate until the Project achieves Final Completion and Opening Day occurs.

B. Notice.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("email"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Email notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Paragraph, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to Developer:	Jordan Amyx 6S Development LLC 18333 Preston Rd. Suite 500 Dallas, TX 75252 Jamyx@6sdevelopment.net
With a copy to:	Ashley Sims 6S Development LLC 18333 Preston Rd. Suite 500 Dallas, TX 75252 asims@6sdev.com
If to Village:	Village of Coal City 515 S. Broadway Coal City, IL 60416 Attention: Village Administrator mfritz@coalcity-il.gov
With a copy to:	Mark Heinle Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, Illinois 60563 mheinle@ancelglink.com

or to such other address as either party may from time to time designate by written notice to the other party.

C. Counterparts.

This Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original document, but all such counterparts together shall constitute but one (1) Agreement.

D. Severability.

The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions contained in this Agreement unenforceable or invalid.

E. Headings.

The captions at the beginning of the paragraphs are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

F. Entire Agreement.

This Agreement embodies and constitutes the entire agreement and understanding between the parties with respect to the subject matter contemplated hereunder, and all prior or contemporaneous agreements, understandings, representations and warranties are deemed merged into this Agreement. This Agreement may only be amended or modified by a written instrument signed by both Parties to this Agreement.

G. Implementation.

The Parties each agree to do, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

H. Governing Law.

This Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Illinois, without giving effect to its principles of conflicts of law or choice of law. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the Circuit Court of Grundy County, Illinois. This Agreement is made pursuant to and in accordance with the provisions of the Constitution of the State of Illinois, other applicable provisions of the Illinois compiled statutes, and all applicable Village ordinances, resolutions, rules and regulations.

I. Copies.

A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

J. Drafting.

Each Party acknowledges that its legal counsel participated in the preparation and drafting of this Agreement, and that each has been or has had the opportunity to be represented by counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and

that they have executed this Agreement with the consent and upon the advice of said counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto to favor any party against the other.

K. Time of the Essence.

Time is of the essence in the performance of this Agreement.

L. Rights Cumulative.

Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

M. Non-Waiver.

The Parties will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of any Party to exercise at any time any right granted to it will not be deemed or construed to be a waiver of that right, nor will the failure void or affect any Government's right to enforce that right or any other right.

N. Exhibits.

Exhibits A through F attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

O. Warranties.

1. The Village hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be, upon adoption of ordinances, duly and validly authorized and approved by all necessary Village proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Village, enforceable in accordance with its terms.

2. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed in their respective names and the Village has caused its seal to be affixed thereto, and attested as of the Effective Date.

"VILLAGE":

VILLAGE OF COAL CITY, ILLINOIS
an Illinois municipal corporation.

By: _____
Terry Halliday,
Village President

(SEAL)

Attest:

_____
Pamela Noffsinger,
Village Clerk

"DEVELOPER":

6S ORLY Coal City IL LLC
a Delaware limited liability company

By: _____

Name: Jordan Amyx

Title: Managing Member

STATE OF Texas)
) SS
COUNTY OF Dallas)

I, Ashley A. Mines, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Jordan Amyx, personally known to me to be the Managing Member of 6S ORLY Coal City IL LLC, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for purposes therein set forth.

Given under my hand and official seal, this 24th day of May, 2021.

_____
Notary Public

ASHLEY A. MINES
My Notary ID # 130551641
Expires February 23, 2024

EXHIBIT A

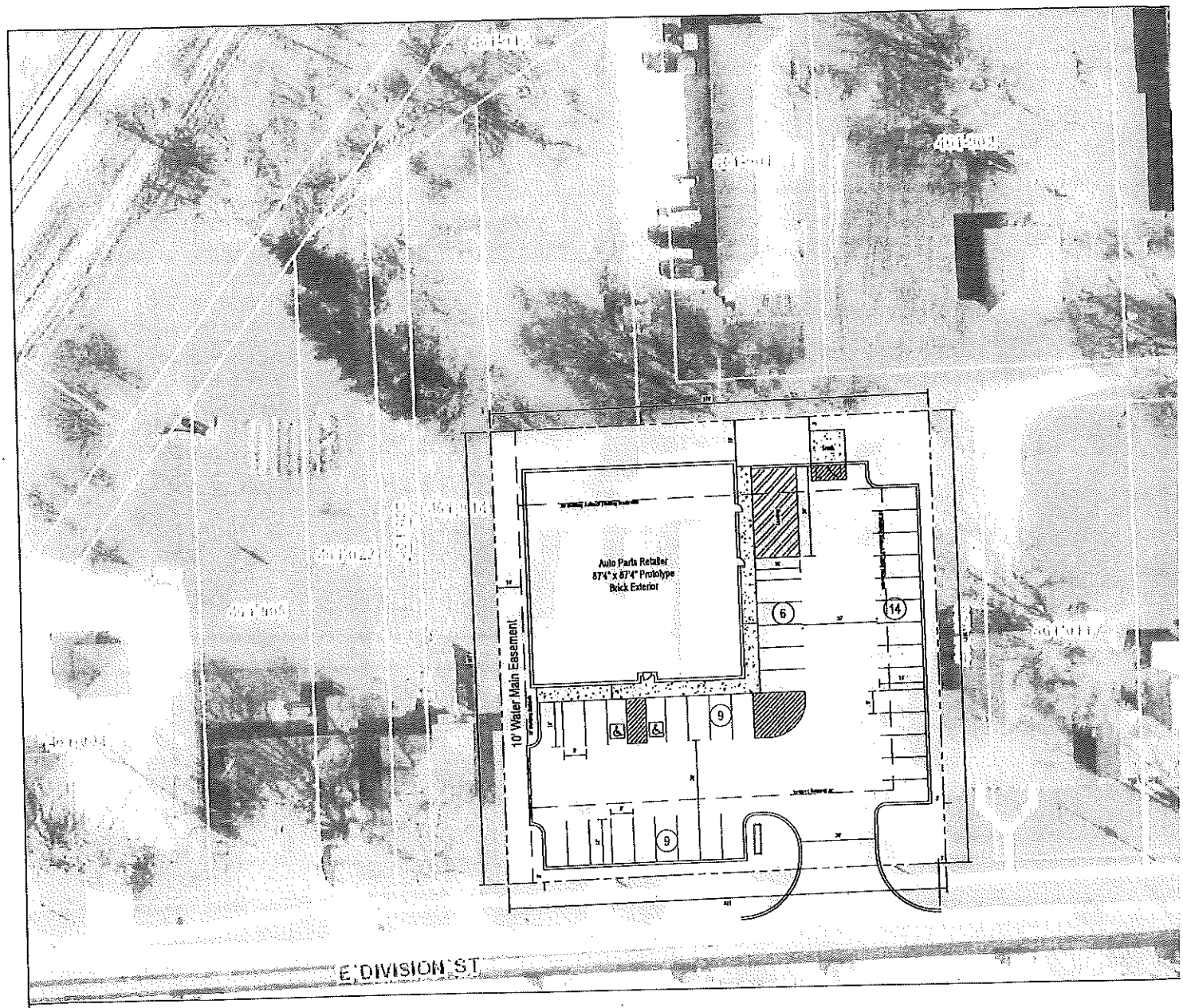
Legal Description of 850 E. Division Street, Coal City, IL
("Property")

LOTS 11 AND 12 IN BLOCK 18; IN THE VILLAGE OF EILEEN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1880 AT BOOK A1, PAGE 112, AS DOC. NO. 30760 ½ (EXCEPT THE COAL AND OTHER MINERALS UNDERLYING SIAD LAND WITH THE RIGHT TO MINE AND REMOVE THE SAME) IN GRUNDY COUNTY, ILLINOIS.

EXHIBIT B

Preliminary Plans / Final Plans

APPENDED ON FOLLOWING PAGES AND TO BE REPLACED BY DEVELOPMENT PLANS RECEIVING FINAL ZONING APPROVAL FROM THE VILLAGE BOARD.



Concept Plan

EXHIBIT C

O'Reilly Auto Parts Lease

APPENDED ON FOLLOWING PAGES

BUILD-TO-SUIT LEASE

THIS BUILD-TO-SUIT LEASE is made and entered into by and between 6S ORLY COAL CITY IL, LLC, with principal offices at 17311 Dallas Parkway, Suite 220, Dallas, Texas, 75248, hereinafter referred to as "Landlord," and O'Reilly Auto Enterprises, LLC, a Delaware limited liability company, with principal offices at 233 South Patterson, Springfield, Missouri 65802, hereinafter referred to as "Tenant."

SECTION 1
LEASE GRANT AND INITIAL TERM

1.1 Landlord hereby demises and leases to Tenant and Tenant does hereby lease, hire and take from Landlord the real property described on Exhibit A, as shown on Exhibit A-1, having approximately 32,181 square feet, in the City of Coal City, IL together with the "Improvements" that Landlord shall construct as provided in the Work Letter Agreement attached hereto as Exhibit B (the "Work Letter"), hereinafter collectively referred to as "the Demised Premises," subject to the following terms, conditions and agreements. The final description for Exhibit A will be determined by a survey provided by Landlord and subject to Landlord and Tenant approval.

1.2 This Lease shall be for a period of fifteen (15) years, to commence upon 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 Declaration of Commencement document in the form of Exhibit C.

SECTION 2
CONSTRUCTION OF FACILITY BY LANDLORD

2.1 Landlord shall construct on the Demised Premises the Improvements including a 7,225 square foot building in accordance with the Work Letter and as shown on Exhibit A-1 hereto. Landlord acknowledges the cost of such improvements, unless expressly stated otherwise herein, shall be at Landlord's sole cost and expense.

2.2 Landlord shall construct the Improvements using the Tenant Supplied Items ("TSI") in Work Letter Exhibit B-2. Tenant's estimate of such Tenant Supplied Items for purposes of reconciliation in Section 2.3 below is One Hundred Sixty Six Thousand Eight Five and 97/100 Dollars ($166,085.97) (the "TSI Estimate").

2.3 Within ten (10) days of Landlord's receipt of Tenant's approval of the Permitted Construction Documents pursuant to Section 1.5 of the Work Letter and prior to commencing construction, Landlord shall deposit the amount of the TSI Estimate with Tenant's Escrow Agent in accordance with the Escrow Agreement as shown in Exhibit J attached hereto. In the event Landlord fails to deposit the amount of the TSI Estimate in accordance with the Escrow Agreement within said ten (10) days, Tenant shall have the option to terminate this Lease. Tenant shall draw against the funds held in escrow for reimbursement of any payment or advance made by Tenant on behalf of Landlord for the TSI. Upon

completion of the Improvements, Tenant shall provide Landlord and the Escrow Agent with a reconciliation statement and copies of paid invoices for the TSI. If there are outstanding invoices for any building, building components, and/or building equipment, materials and supplies after all the funds held in escrow have been depleted, then within fifteen (15) days of Landlord's receipt of such reconciliation statement and copies of paid invoices, Landlord shall reimburse Tenant for amounts of the outstanding TSI invoices that exceed the TSI Estimate, however such reimbursement shall not exceed ten percent (10%) in excess of the TSI Estimate. In the event the TSI Estimate exceeds the actual amount of the TSI, any remaining amount held in escrow shall be disbursed to Tenant. Notwithstanding anything to the contrary, if any additional or increased cost is a result of an inaccurate or incorrect response on Exhibit B-1, or the result of inaccurate or incorrect information that could have been discovered with reasonable diligence by Landlord, the additional or increased cost shall be borne by Landlord. Failure of Landlord to escrow or properly reimburse Tenant as defined herein, shall grant Tenant the right to offset rent, file a lien against the real property and improvements of Landlord, and/or pursue any and all legal and equitable remedies in order to recover the amounts due Tenant for Landlord's failure to reimburse Tenant for the amount of the outstanding invoices. If the building is to be masonry or block, the portion of the TSI Estimate attributable to the price of the building reflects the frame and roof systems only, and the cost of the masonry or block shall be borne by Landlord.

2.4 Prior to commencing any change in the plans or work during construction of a permitted trade, Landlord shall deliver to Tenant's representatives as designated in the Work Letter a form approved by Tenant, setting forth a description of the change and the total costs of such change, including associated architectural, engineering and construction contractor's fees (the "Change Order"). All Change Orders requested by someone other than Tenant are subject to Tenant's prior written approval, which may be withheld or granted by Tenant in its sole discretion, within five (5) business days of receipt. If Tenant fails to approve such Change Order, Landlord will not proceed to perform the change.

2.5 Prior to the Construction Commencement Date, as defined in Section 2.2 of the Work Letter, Tenant shall provide Landlord with its prototypical "Coming Soon" sign banner and sign structure plans for same, attached as Exhibit K. Landlord shall complete construction of the "Coming Soon" sign structure and place the sign in a location with maximum visibility to passersby within seven (7) days of Construction Commencement Date.

SECTION 3
RENTAL FOR THE INITIAL TERM

3.1 The rental to be paid by Tenant to Landlord for years one (01) through ten (10) of the initial term of the Lease shall be in the monthly amount of Ten Thousand Two Hundred Four and 03/100 Dollars ($10,204.03). The rental to be paid by Tenant to Landlord for years eleven (11) through fifteen (15) of the initial term shall be in the monthly amount of Ten Thousand Eight Hundred Sixteen and 27/100 Dollars ($10,816.27). All rent shall be paid to the Landlord at the address set forth in Section 33 beginning on the Commencement Date and continuing on the first day of each and every month throughout the initial term and any exercised option of this Lease.

SECTION 4
EXTENSION OPTIONS

4.1 Landlord grants to Tenant four (4) extension options of five (5) years each to extend the term of this Lease on the same terms and conditions as set forth herein, except as to the amount of rental to be paid by Tenant to Landlord for such extension term, which rental shall be as stated in Section 5 below. Should Tenant elect to exercise one or more extension options granted herein, then in order to do so Tenant must give Landlord written notice of its intention not less than ninety (90) days before the end of the initial term of this Lease or any option term.

SECTION 5
RENT FOR OPTION PERIODS

5.1 The rent for the first option period shall be Eleven Thousand Four Hundred Sixty Five and 25/100 Dollars (11,465.25) per month. The rent for the second option period shall be Twelve Thousand One Hundred Fifty Three and 16/100 Dollars ($12,153.16) per month. The rent for the third option period shall be Twelve Thousand Eight Hundred Eighty Two and 35/100 Dollars ($12,882.35) per month. The rent for the fourth option period shall be Thirteen Thousand Six Hundred Fifty Five and 29/100 Dollars ($13,655.29) per month.

SECTION 6
USE

6.1 It is covenanted and agreed between the parties that the Demised Premises shall be used by Tenant for business use, including but not limited to the sale of auto parts and related goods and service.

6.2 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 three (3) 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 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.

SECTION 7
UTILITIES AND TRASH DUMPSTER SERVICES

7.1 Except as noted in Section 8.2, 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 8.2.

7.2 Tenant shall have utilities to the Demised Premises transferred into its name upon the Completion Date (as herein defined in Section 2.4 of the Work Letter)..

7.3 After the Completion Date and acceptance of same, as defined in Exhibit B, Tenant shall be responsible for Tenant's trash dumpster services which shall comply with all of the rules, regulations, laws and requirements of all county, municipal, state, federal and other applicable governmental authorities, including but not limited to environmental laws, rules, regulations and statutes applicable to the Demised Premises and Tenant's use thereof. Tenant shall indemnify and hold harmless Landlord for Tenant's improper disposal of Hazardous Waste.

SECTION 8
REPAIRS AND MAINTENANCE

8.1 Except as provided in Section 8.2 and 8.3, Tenant shall, at its expense and throughout the term of this Lease, repair and maintain the Demised Premises, including, but not limited to the entrances, all glass, all window molding and panes, all fixtures, partitions, ceilings, floor coverings and utility lines in the Demised Premises, all doors, door openers, equipment, machinery, appliances, signs and appurtenances thereof, including lighting, and plumbing equipment and fixtures. HVAC, upon the expiration of Landlord's first year warranty and turning over applicable HVAC warranties to Tenant, fire suppression system, security and monitoring, sidewalk (snow and ice removal), parking lot (trash, snow and ice removal) parking lot lighting (bulb replacement only), landscaping (to include mowing and weeding) and pane glass.

8.2 Landlord covenants and agrees, at its expense without reimbursement or contribution by Tenant, throughout the term of this Lease, to keep, maintain, and replace, if necessary, foundations, floors (except floor coverings), slabs; exterior walls (excluding 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, and roof drainage systems (including drains, gutters, and downspouts); parking lot (maintenance, repair, replacement, and code compliance), parking lot drainage, and parking lot lighting, sidewalks, landscaping (underground irrigation lines only), and utility systems to the point of internal distribution to within the building portion of the Demised Premises.

8.3 As to all items which are Tenant's responsibility as set out in Section 8.1 above, Landlord warrants against defective workmanship and materials for a period of twelve (12) months from the Commencement Date. Landlord agrees, at its sole cost and expense, to repair or replace any defect in workmanship and materials within forty-eight (48) hours after receipt of Tenant's written notice thereof. Any individual warranties for equipment that extend beyond twelve (12) months for equipment that is Tenant's responsibility to maintain shall be transferred to Tenant after the initial twelve (12) months.

SECTION 9
TRADE FIXTURES, ALTERATIONS, ADDITIONS AND IMPROVEMENTS

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

9.2 Tenant shall not construct, erect or maintain any signs on or about the Demised Premises without first having obtained the permits and licenses from the proper governmental authority. Tenant shall have the option of placing its prototypical red background behind Tenant's building signage. Landlord hereby grants Tenant approval for signs as depicted in Exhibits D-1, D-2, D-3 and D-4 attached hereto. At the expiration of this Lease, Tenant shall have the right to remove such signs so installed, provided Tenant is not in default at the time of such removal and that Tenant shall repair in a good and workmanlike manner any damage caused by removal thereof.

9.3 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 the building or set in the 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. Tenant shall protect and indemnify Landlord against all loss, expense and damage resulting from the installation and/or removal of said antenna or satellite dish.

9.4 Notwithstanding anything set forth in this Lease to the contrary, it is agreed that Tenant reserves the right, without invalidating this Lease or modifying any provision or term hereof, at any time after the Commencement Date of this Lease, once or more often to make alterations, changes and additions to the improvements upon written consent from the Landlord.

SECTION 10
TAXES

10.1 Tenant shall pay all taxes, assessments, levies and other charges, general and special that may be assessed and levied by the State, City and County or other municipal corporation during the initial term of this Lease and during the term of any properly exercised extension options on the Demised Premises and improvements constructed by Landlord or added by Tenant on the Demised Premises. The real estate taxes for the initial year of the Lease and for the final year of the Lease shall be prorated, with the Tenant responsible only for the period of the tax year payable during which the Demised Premises are leased. It is further provided that Tenant shall be responsible and liable for all personal property taxes assessed for the tangible property of the Tenant on the Demised Premises during the initial term of this Lease and during the term of any properly exercised extension option. Landlord agrees to create a separate tax parcel for the Demised Premises prior to the commencement of the Lease, such 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 Tax Documents:

O'Reilly Auto Enterprises, LLC
P.O. Box 9167
Springfield, MO 65801
Email: propertymanagement@oreillyauto.com

10.2 Tenant may, at its sole cost and expense, in its own name, 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 the Tenant. Landlord agrees to execute any documents required by the taxing authority relative to Tenant's ability to receive and protest the taxes.

10.3 If Tenant desires to contest any tax or assessment to be paid by it, it shall notify Landlord of its intention to do so at least twenty (20) days prior to the delinquency of such tax assessment. Within twenty (20) days after the final determination of the validity thereof, Tenant shall pay and discharge such tax, assessment, charge, or other item to the extent held valid, and all penalties, interest and costs in connection therewith. In the event of such contest, Tenant shall protect and indemnify Landlord against all loss, expense and damage resulting therefrom.

SECTION 11
LIENS

11.1 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.

11.2 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.

11.3 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.

11.4 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) days of demand for the amount paid by Tenant, including expenses and attorneys' fees. In the event Landlord does not reimburse Tenant within such thirty (30) days, Tenant may offset the reasonable out of pocket cost from future rent payments due to Landlord within fifteen (15) days after Tenant has provided Landlord with second (2nd) written notice. 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.

SECTION 12
SUBORDINATION

12.1 This Lease shall be subject and subordinate to the lien of any 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 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 E to this Lease, and Landlord will deliver to Tenant a copy of the executed Subordination, Non-Disturbance and Attornment Agreement.

SECTION 13
ATTORNMENT

13.1 Tenant agrees that no foreclosure of a mortgage or deed of trust affecting the Demised Premises, nor the institution of any suit, action, summary or other proceeding against the Landlord, or any successor Landlord, or any foreclosure proceeding brought by the holder of any mortgage or deed of trust to recover possession of such property, shall by operation of law or otherwise result in cancellation or termination of this Lease or the obligations of the Tenant hereunder. Upon the request of the holder of any such mortgage, Tenant covenants and agrees to execute an instrument in writing satisfactory to such party or parties or to the purchaser of the mortgaged Demised Premises in foreclosure whereby Tenant attorns to such successor in interest.

SECTION 14
TENANT'S ESTOPPEL

14.1 Tenant agrees, at any time, and from time to time, however, no more than twice in a calendar year, upon not less than thirty (30) business days prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect, stating the dates of commencement and expiration of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that Tenant has accepted possession, that the Lease term has commenced, whether or not there exists any default by either party in performance of any covenant, agreement, term, provision or condition in this Lease, and, if so, specifying each such default of which the Tenant may have knowledge and the claims or offsets, if any, claimed by the Tenant. It is intended that such statement may be relied upon by Landlord or a purchaser of Landlord's interests and by any mortgagee or prospective mortgagee of any mortgage or deed of trust affecting the Demised Premises or the building. In no event shall Tenant be obligated to provide more than two (2) estoppels in a calendar year, unless Landlord has paid Tenant a processing fee in the amount of Six Hundred Fifty and 00/100 Dollars ($650.00) per additional estoppel requested.

SECTION 15
COMPLIANCE WITH LAW

15.1 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, omissions or negligence of Tenant its agents, employees, successors and assigns after the Effective Date of this Lease, Landlord shall defend, indemnify and hold harmless Tenant and its agents, and employees 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 prior to the Effective Date. Landlord and Tenant agree, Tenant shall not indemnify Landlord for any and all claims, actions, damages, suits, judgments, decrees, orders, liability and expense in connection with environmental impacts, leaching, vapor intrusions, and/or contamination of the real property and improvements due to the previous tenant's use as an auto repair facility.

15.2 "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.

15.3 Tenant shall not commit or suffer to be committed any waste upon the Demised Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenants, or which may disturb the quiet enjoyment of occupants of adjoining properties.

15.4 After the Completion Date and acceptance of same, as defined in Exhibit B, Tenant shall, at its sole cost and expense, shall comply with all of the rules, regulations, laws and requirements of all county, municipal, state, federal and other applicable governmental authorities, including but not limited to environmental laws, rules, regulations and statutes applicable to the Demised Premises or the use thereof now in force or which may hereafter be in force, as said laws and regulations affect the Tenant's use of the Demised Premises.

15.5 After the Lease commences, Landlord hereby grants to Tenant the right to and consents that Tenant may apply to the proper authority for variances, exceptions or other relief from building, construction and development codes; and to make application to the proper governmental authority for the issuance of permits, licenses, certificates and other authority for the construction by Tenant on the Demised Premises. 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.

SECTION 16
LANDLORD REPRESENTATIONS AND WARRANTIES

16.1 Subject to Section 35.1, Landlord represents that it has fee title to the Demised Premises and there are no documents affecting the Demised Premises other than what has been provided by Landlord

to Tenant. There are no liens or encumbrances on Tenant's interest in the Demised Premises and the only easement or matters of title are disclosed in the Landlord's title policy attached as Exhibit F.

16.2 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 environmental laws, rules, regulations and statutes applicable to the Demised Premises.

16.3 Excluding any matters that result from the actions, omissions or negligence of Tenant or any third party 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 Landlord's breach of the representations and warranties in this Section. These provisions shall survive the expiration or termination of this Lease.

SECTION 17
CONDEMNATION

17.1 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 within seven (7) days of receipt of such notice, provide Tenant with written notice of such action, including a copy of said notice.

17. 2 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 reasonably 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.

17.3 If any part of the Demised Premises shall be taken by any public authority for any public use, or Landlord makes 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.

17.4 It is expressly understood and agreed that Tenant shall have no claim or demand of any kind to any award made to Landlord for the land or the building. 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 and improvements, which it shall pursue at its sole cost and expense. 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, which it shall pursue at its sole cost and expense.

SECTION 18
DEFAULT OF TENANT

18.1 Each of the following shall constitute an "event of default" under this Lease:

18.1.1 The Tenant shall fail to pay the rental, taxes, or other amounts to be paid by Tenant for more than five (5) days after written notice to Tenant that said amount has not been paid; or

18.1.2 Tenant's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice to Tenant thereof; or

18.1.3 The making by Tenant of any general assignment for the benefit of creditors; or should there be filed by or against Tenant a petition to have Tenant adjudged a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); or should an appointed trustee or receiver take possession of substantially all of Tenant's assets at the Demised Premises, or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days; or should substantially all of Tenant's assets at the Demised Premises or Tenant's interest in this Lease have been attached or judicially seized, where the seizure is not discharged within ninety (90) days; or

18.1.4 If Tenant shall suffer this Lease to be taken under any writ of execution.

SECTION 19
REMEDIES FOR LANDLORD

19.1 If any event of default occurs, the Landlord, besides all such other rights or remedies it may have, shall have the immediate right to enter the Demised Premises and take possession thereof and of all permanent improvements thereon and may remove all persons and property from the Demised Premises by summary action, or otherwise, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process except as otherwise provided herein. Tenant shall be responsible for all costs and expenses (including, without limitation, reasonable attorneys' fees, storage fees, court costs and litigation expenses) arising out of or in any way related to Landlord's re-entry pursuant to this Section 19.1. Tenant agrees to quit and deliver up the possession of the Demised Premises, including permanent improvements to the Demised Premises, when this Lease terminates by limitation or in any other manner provided for herein.

19.2 If an event of default occurs, the Landlord may elect to re-enter, as herein provided, or take possession pursuant to legal proceedings or pursuant to any notice provided for herein, and it may either terminate this Lease, or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary to relet the Demised Premises and relet said Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals received by Landlord from such reletting shall

be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder from Tenant. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall be liable for the payment of such deficiency to Landlord. Such deficiency shall be calculated and become payable monthly. No such re-entry or the taking of possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof unless a written notice of such intention be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Any reletting shall be done in such a manner as Landlord may deem proper.

19.3 Should Landlord at any time terminate this Lease for any event of default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

19.4 Any and all remedies provided to Landlord for the enforcement of the provisions of this Lease are cumulative and not exclusive and Landlord shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both.

SECTION 20
DEFAULT BY LANDLORD

20.1 Failure of Landlord to comply with any term, condition or covenant of this Lease, and such failure shall not be cured within sixty (60) days, or within ten (10) days, if a default of Section 2.2 or a Work Letter default, after receipt of written notice thereof to Landlord, is an event of default under this Lease.

20.2 Upon the occurrence of any event of default, and within fifteen (15) days of Tenant providing Landlord with second (2^{nd}) written notice Tenant shall have the option to terminate this Lease and/or pursue any other recourse available under this Lease or the law, including off-setting any costs and expenses incurred thereby against the monthly rent payments until such time as all such costs and expenses have been recovered in full. Said off-set against rent payments shall not be deemed a default under the terms of this Lease.

SECTION 21
SUCCESSORS, ASSIGNMENT AND SUBLETTING

21.1 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.

21.2 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 One-hundred Million and 00/100 Dollars ($100,000,000.00), according to unrelated third party's financial statements, is reasonable. 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 One-hundred Million and 00/100 Dollars ($100,000,000.00).

21.3 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.

SECTION 22
INDEMNIFICATION

22.1 Tenant shall indemnify, defend, and save harmless Landlord and its agents 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 negligent act or omission of Tenant, its contractors, employees, servants or agents, unless the same shall be caused by the negligence or willful act of Landlord.

22.2 Landlord shall indemnify, defend, and save harmless Tenant and its agents 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 negligence or willful act of Tenant.

SECTION 23
INSURANCE

23.1 Tenant agrees to carry during the term hereof property insurance providing protection against any peril generally included in the classification "special form coverage," insuring the building improvements and betterments 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 in the most current available A.M. Said policy shall name Landlord as a loss payee. 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.

23.2 If the buildings situated upon the Demised Premises should be damaged or destroyed by any peril covered by the insurance to be provided by Tenant, Tenant shall give immediate notice thereof to Landlord. After express written consent of the Landlord, Tenant shall at its sole cost and expense 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 so long as the parties are proceeding with reasonable diligence to rebuild and repair such buildings to substantially the condition in which they existed prior to such damage or destruction. If destruction exceeds forty percent (40%) of the Demised Premises, or repairs will take over ninety (90) days to complete, Tenant may, at Tenant's sole discretion, immediately terminate this Lease by giving Landlord written notice. If Tenant terminates this Lease all insurance proceeds for the building shall be payable to Landlord.

23.3 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.

23.4 Tenant shall, during the entire Lease term, keep in full force and effect, a policy or policies of commercial general liability insurance 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 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.

23.5 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 One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Said policy shall name Tenant as an additional insured. 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. In the event of cancellation or a change of coverage, Landlord shall provide Tenant with notice and a copy of the replacement certificate of insurance that complies with all Lease requirements.

SECTION 24
WAIVER OF SUBROGATION

24.1 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 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 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 coverage by reason of such waivers.

SECTION 25
TENANT'S FINANCING

25.1 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). Tenant may give notice to Lender of the occurrence of any default by the 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.

25.2 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 is 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) or parties acting on behalf of the Lender. 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.

SECTION 26
PERSONALTY: WAIVER OF LANDLORD'S LIEN:

26.1 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.

SECTION 27
ENTRY BY LANDLORD

27.1 Landlord and its authorized agents shall have the right, 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.

27.2 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.

SECTION 28
LANDLORD'S RIGHT OF RECAPTURE

(A) Retail Operations Go Dark. It is expressly acknowledged by Landlord that this Lease contains no implied or express covenant for Tenant to continuously conduct business in the Demised Premises. Tenant's election to discontinue retail operations in the Demised Premises shall not be an event of default as long as Tenant continues to pay rent, real estate taxes and insurance as required in this Lease, and is in compliance with the terms of this Lease. However, in the event Tenant discontinues retail operations in the Demised Premises (excluding, however, an Exempted Discontinuance of retail operations, as defined in Section 28 (B)), and such discontinuance of retail operations continues for one hundred twenty (120) consecutive days, Landlord may, at any time thereafter during the Lease term, elect to terminate this Lease and regain possession of the Demised Premises by written notice to Tenant (the "Termination Notice"), in which event this Lease shall terminate as to all obligations accruing thirty (30) days after the date of receipt of the Termination Notice or such earlier date as set forth in the Termination Notice. Tenant shall give Landlord advance notice of any intended discontinuance of business from the Demised Premises as soon as would be reasonable for Tenant to do so, considering Tenant's need to keep such decision confidential. However, unless Landlord terminates the Lease and takes possession as provided above, Tenant shall be obligated to pay rent and the real estate taxes, and insurance as required in this Lease until the end of the then current Lease (or renewal) term with respect to this Section 28. If Tenant elects to discontinue retail operations pursuant to this Section 28, 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 without terminate the Lease as provided above.

(B) Exempted Discontinuances. The following discontinuances of retail operations shall be exempted from the applicability of Landlord's right to terminate hereunder ("Exempted Discontinuance"): (i) any discontinuance not to exceed one hundred eighty (180) days in connection with a remodeling of the Demised Premises; or (ii) any discontinuance in connection with damage or destruction of the Demised Premises due to fire or other peril pursuant to Section 23 of this Lease.

SECTION 29
SURRENDER OF DEMISED PREMISES

29.1 Tenant shall, at the termination of this Lease, vacate the Demised Premises and improvements in a good condition, except for reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of Tenant, and on vacating shall leave the Demised Premises free and clear of all rubbish and debris.

29.2 At the termination of this Lease, Tenant shall have the right to remove shelves, bins, machinery, trade fixtures, signs and other similar items Tenant installed, provided Tenant is not in default at the

time of such removal and that Tenant shall repair in a good and workmanlike manner any damage caused by such removal.

29.3 Any holding over after the expiration of the term hereof shall be construed to be a tenancy from month-to-month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable. Any holding over by Tenant after the expiration of the applicable term hereof shall not be deemed a waiver by Landlord of any rights or remedies contained in this Lease.

SECTION 30
QUIET ENJOYMENT

30.1 Landlord hereby covenants and warrants that Landlord is the owner of the Demised Premises, and the Tenant, upon payment of rents herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the Demised Premises during the initial term hereof and during the term of any properly exercised extension option without any interruption or disturbance by Landlord or those claiming under them.

SECTION 31
INTEGRATION AND MODIFICATION

31.1 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.

SECTION 32
RIGHT OF FIRST REFUSAL

32.1 Landlord hereby grants to Tenant the right of first refusal to purchase the Demised Premises. If during the initial term of the Lease, or during the term of any properly exercised extension option, Landlord shall receive from any party not a party to this Lease a bona fide offer the Landlord intends to accept, then within two (2) business days of the receipt by Landlord of such bona fide offer to purchase, Landlord shall deliver to Tenant written notice of all terms of such offer, together with true and accurate copies of any and all written offers, letters of intent or other written communications by which said offer

was transmitted to Landlord. Tenant shall have ten (10) business days after receipt from the Landlord of such notice and offer documents to notify Landlord in writing of its intention to exercise the first right of refusal granted herein. Within ten (10) days after so notifying Landlord of such intent, the Landlord and Tenant shall execute a written contract for the sale of the Demised Premises by Landlord to Tenant, which written contract shall be prepared consistent with the material and substantive terms of such bona fide offer. If Tenant shall elect not to exercise the first right of refusal granted herein in the manner herein provided, 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 this Lease and Tenant's rights as Tenant hereunder. If the Demised 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.

SECTION 33
NOTICES

33.1 Any notice or document required or permitted to be delivered hereunder may be delivered or shall be deemed to be delivered, whether actually received or not, via overnight mail, email, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated below, or at such other addresses as may have theretofore been specified by written notice delivered in accordance herewith:

LANDLORD:
6S ORLY COAL CITY IL, LLC
Attn: Jordan Amyx
17311 Dallas Parkway, Suite 220
Dallas, TX 75248
jamyx@6sdevelopment.net

For Overnight Deliveries:
6S ORLY Wapato WA, LLC
Attn: Jordan Amyx
17311 Dallas Parkway, Suite 220
Dallas, TX 75248

TENANT:
O'Reilly Auto Enterprises, LLC
Attn: Property Manager
P.O. Box 1156
Springfield MO 65802
propertymanagement@oreillyauto.com

O'Reilly Auto Enterprises, LLC
Attn: Property Manager
233 S. Patterson Ave.
Springfield MO 65801

LENDER:

_____

Attn: _____

_____

_____

SECTION 34
MISCELLANEOUS

34.1 Counterparts. This Lease may be executed in two (2) counterparts, each of which shall be an original but shall together constitute one and the same instrument.

34.2 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 rent and any other amounts due to Landlord under the Lease shall be abated until such time Tenant is allowed to reopen, and 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.

34.3 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, 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.

34.4 Interpretation. Notwithstanding the fact that this Lease (in its original form) was prepared by Tenant, this Lease has been reviewed by Landlord and its legal counsel and the terms and provisions hereof have been negotiated by both parties and this Lease shall not be construed for or against Landlord or Tenant.

34.5 Time. Time is of the essence of each and every provision hereof.

34.6 Commission. Landlord and Tenant agree that neither has engaged a real estate broker in this transaction and that neither party is obligated to pay a real estate commission on this transaction. Each party shall indemnify and hold the other harmless from and against any and all commissions, fees and expenses and all claims therefor by any broker, salesman or other party in connection with or arising out of such party's actions in entering into this Lease.

34.7 Recording. A certificate or memorandum of this Lease prepared by Tenant, may at the option of Tenant, be recorded. Landlord shall execute a Memorandum of Lease in the form attached hereto and identified as Exhibit I prior to the commencement of the Lease.

34.8 Attorney Fees. If either party to this Lease commences litigation, legal action, or claim to protect its interest, or to enforce any term or provision of this Lease, 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.

34.9 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.

34.10 No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

34.11 Captions and Context. The captions of the Sections or paragraphs of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

34.12 Waiver of Breach. No waiver of any breach of any provision of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision or of any other provision hereof.

34.13 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 Illinois. 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 Grundy County, State of Illinois.

34.14 Severability. A determination that any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws will not affect the remainder of this Lease.

34.15 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.

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

34.17 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.

34.18 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.

34.19 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.

SECTION 35
OWNERSHIP:

35.1 Landlord shall immediately provide Tenant with written documentation of Landlord's ownership of the subject property. In the event Landlord does not own the subject property, Landlord shall immediately provide Tenant with a copy of any purchase contract for the subject property, and shall provide written documentation of Landlord's ownership of the subject property within ten (10) days after Tenant's final approval of the Overall Construction Documents pursuant to Exhibit B. If Landlord fails to provide proof of ownership as stated herein, Tenant shall have the right to terminate the Lease upon three (3) days written notice.

SECTION 36
ACCESS AND EASEMENTS OF OTHERS:

36.1 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.

SECTION 37
LANDLORD/TENANT RELATIONSHIP:

37.1 This Lease shall not be construed as creating an association, trust, partnership or joint venture in any way between the Landlord and Tenant, nor as creating any relationship between Landlord and Tenant other than that of the Landlord, as fee simple owner of the property, granting a leasehold interest to Tenant in said property, thereby creating solely and strictly a "landlord-tenant" relationship and no other.

SECTION 38

CONTINGENCY:

38.1 Should Landlord be unable to obtain the water main easement as noted on Exhibit A-1, rezone for Tenant's use, the city's approval of a Developer Agreement, and TIF financing, Landlord shall have the right to terminate the lease. Should Landlord terminate the lease, Landlord shall reimburse Tenant its out of pocket expenses.

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

LANDLORD:
6S ORLY COAL CITY IL, LLC
a Delaware limited liability company

By: Jordan Amyx
Title: Managing Member
Date: 1-19-21

TENANT:
O'REILLY AUTO ENTERPRISES, LLC
a Delaware limited liability company

By: Scott Kraus
Title: Senior Vice President
Date: 3-4-2021

STATE OF Texas)
) ss
COUNTY OF Dallas)

On the 19 day of January, 2021 before me, a notary public in and for said state, personally appeared **Jordan Amyx**, Managing Member of 6S ORLY COAL CITY IL, LLC, known to me to be the person who executed the within Lease Agreement 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.

4-8-23
My Commission Expires:

Notary Public

ANDREA NOVAK
Notary Public, State of Texas
Comm. Expires 04-08-2023
Notary ID 130182746

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the 4 day of March, 2021, 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 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.

2-15-2022
My Commission Expires:

Abbey D. Furlong
Notary Public

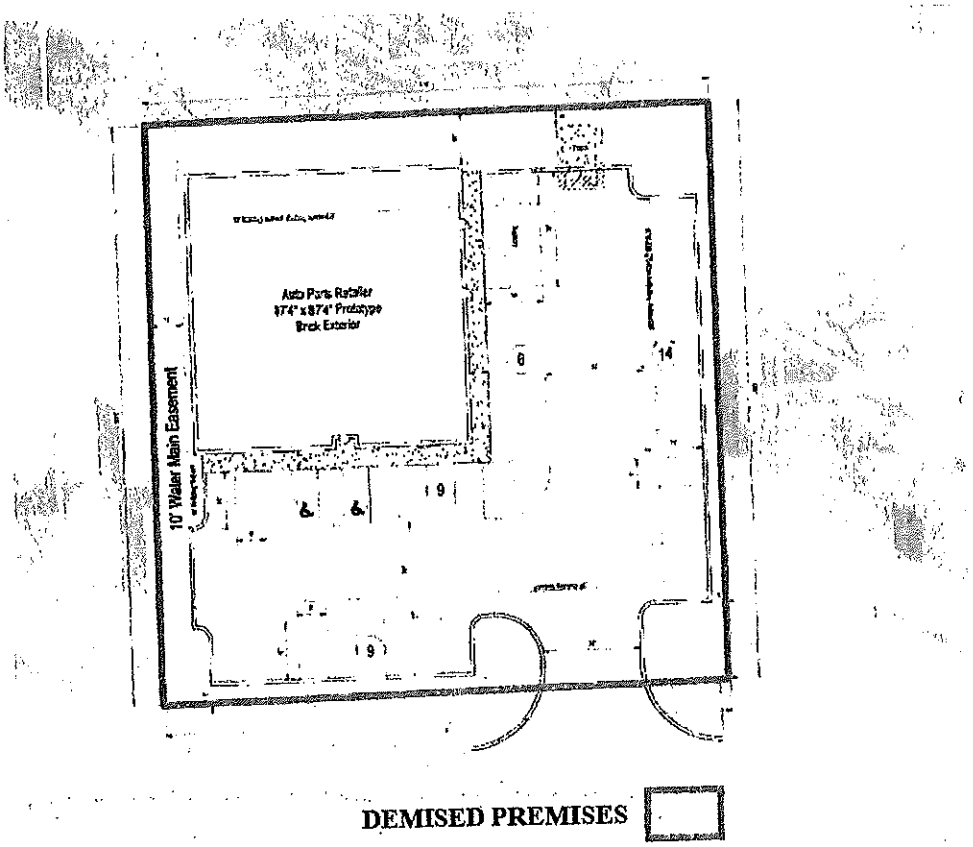
ABBEY D FURLONG
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 15, 2022
Commission #18431671

EXHIBIT A

LEGAL DESCRIPTION

To be provided by Landlord survey and inserted

EXHIBIT A-1
DEMISED PREMISES



DEMISED PREMISES

EXHIBIT B

WORK LETTER AGREEMENT

6S ORLY COAL CITY IL, LLC ("Landlord") and O'Reilly Auto Enterprises, LLC ("Tenant") are executing simultaneously with this Work Letter Agreement ("Work Letter"), a written lease (the "Lease") covering the demised premises (the "Demised Premises"), as further described in the Lease.

This Work Letter defines the design and construction of the Improvements (as defined below) that Landlord is obligated to provide on the Demised Premises. If there is a conflict between the terms and provisions of this Work Letter and the Lease, this Work Letter shall control. Terms not otherwise defined in this Work Letter shall have the meaning set forth in the Lease.

This Work Letter is a part of the Lease and is subject to all of its terms and conditions, including all definitions in the Lease. Unless the context otherwise requires, any references to the Lease shall include the Work Letter and the obligations herein shall, to the extent applicable, continue during the Lease term.

In consideration of the mutual covenants herein, Landlord and Tenant mutually agree as set forth below:

1. DESIGN.

Landlord and Tenant shall coordinate and provide information to the other in order to accomplish the Permitted Construction Documents (as hereinafter defined) provided for in Section One (1) of this Work Letter in accordance with the following:

1.1 Design Criteria and Standards

(a) *Basis for Documents*
The design of the Improvements shall be based upon criteria set forth in the Lease Agreement, Lease Exhibits (including the Tenant provided sample plans, herein defined as "Reference Set"),Work Letter Exhibits B-1 (Site Investigation and Design Requirements), B-2 (Design/Construction Requirements, including Scope of Work Schedule), B-3 (Geotechnical Requirements), B-4 (Design Approval), governing codes, ordinances, and standards. Project design shall comply with all applicable governing laws and regulations, including Americans with Disabilities Act (ADA), in effect at the time of construction.

(b) *Form of Documents*
Landlord and Tenant drawing submittals referenced herein shall adhere to the United States National CAD Standard (Current Edition) Uniform Drawing System (UDS). Drawing sheet size shall be 24"x36". All drawing submittals required herein shall be in PDF format with all sheets contained within a single file. File naming shall contain the City, State, and Tenant's project designated code. Where hard copy submittals are indicated herein, in addition to the electronic copy, such submittals shall be full size sheets and bound in a complete set.

(c) *Approval and Consent*

Any approval or consent required by either Tenant or Landlord in this Exhibit B Work Letter Agreement shall not be considered achieved until dated signatures of Landlord Representative's and Tenant's Project Coordinator (as both are provided in Section 5 herein) are provided on the Design Approval Document, attached hereto as Work Letter Exhibit B-4. **Landlord and Tenant shall not move to the next phase of this Work Letter until Work Letter Exhibit B-4 reflects such approval.** Landlord and Tenant shall cooperate in the processing of all plans, documentation, and information of this Work Letter and shall respond to all requests for comments and information in accordance with this Work Letter. Should Tenant provide comment rather than approval to any Landlord submittal herein, such submittal shall be deemed disapproved. In the event of a Tenant comment rather than approval, Landlord shall resubmit such item addressing Tenant's comments. Tenant shall then have fifteen (15) days to provide comment or approval to the resubmitted item. Such process shall continue until Tenant approves any Landlord requirement herein and provides a dated signature on Exhibit B-4 hereto. Tenant's approval of any plans, drawings or reports is not a representation or warranty that such items comply with any applicable code, law or regulation. Except as otherwise expressly stated herein, any approval or consent required by either Tenant or Landlord shall require a response within fifteen (15) days upon receipt of a request for comments and/or approvals.

(d) *Acceptance of Landlord Requirements*
Landlord acknowledges that Tenant's store opening scheduling relies heavily on the timing for information provided in this Work Letter. As such, Tenant may delay its acceptance of any of the Landlord requirements, set forth herein in the following sections of this Work Letter Agreement until fifteen (15) days before the due date for any particular requirement.

1.2 Landlord's Due Diligence

No later than thirty (30) days after the Effective Date of the Lease, Landlord shall deliver to Tenant, for its review and approval, a preliminary site plan based on Lease Exhibit A-1, a land survey based on Lease Exhibit B-1 (electronic copy signed and sealed) including confirmation of any plans (or lack thereof) for road or street improvement projects, medians to be constructed (current or future) or right-of-way takings that potentially affect access to the Demised Premises or the normal course of business operations of Tenant, an environmental report (Phase I) certified to Tenant and created within six (6) months of the Effective Date of the Lease, a geotechnical report (in accordance with Work Letter Exhibit B-3, and a title policy (collectively "Landlord's Due Diligence Items"). Tenant shall have thirty (30) days to approve Landlord's Due Diligence Items.

1.3 Landlord Civil and Site Plans

No later than forty-five (45) days after Tenant's approval of Landlord's Due Diligence Items, Landlord shall deliver to Tenant civil plans and specifications based upon Landlord's Due Diligence Items including preliminary drawings of site grading plan with contours, site development plan with dimensions, Tenant's proposed ground signage location, site pavement design sections, landscape and irrigation layout plan (if applicable), and site utilities diagram plan (collectively "Landlord Civil Package"). The Landlord Civil Package shall not include exterior project lighting, which shall be part of Tenant's Building Package, as defined in Section 1.4. Tenant shall have thirty (30) days to approve the Landlord Civil Package. No later than five (5) days after Tenant's approval of the Landlord Civil Package, Landlord shall submit to Tenant both a final paper and electronic copy set of construction

documents, signed and sealed by a licensed professional.

1.4 Tenant Building Package

No later than forty-five (45) days after Tenant's approval of the Landlord Civil Package Tenant shall deliver to Landlord plans including architectural, structural, mechanical, electrical, plumbing, Tenant's sign power requirements, and exterior project lighting plans (collectively "Tenant's Building Package"). Landlord shall have fifteen (15) days to approve Tenant's Building Package. Tenant's Building Package shall be based upon the Reference Set and Work Letter Exhibits B-1 and B-2. Collectively, the Landlord's Civil Package and Tenant's Building Package shall be the "Overall Construction Documents."

1.5 Permitted Construction Documents and Permits

LANDLORD SHALL NOT SUBMIT ANY DOCUMENTS TO ANY GOVERNING AUTHORITIES WITHOUT TENANT'S PRIOR APPROVAL. No later than five (5) days after approval and compilation of the Overall Construction Documents, Landlord shall submit the Overall Construction Documents to the City of Coal City, IL, and all other appropriate governing authority having review jurisdiction, and apply for all applicable permits (collectively the "Permits"). Landlord shall notify the Project Coordinator and Project Administrator, as defined in Section 5.1 herein, of such submittal. Any change or modification to the Overall Construction Documents after submission of same to the City shall be submitted to Tenant in the form of a proposal request for approval by the Project Coordinator. Throughout the permitting process, Landlord shall provide a weekly status update to the Project Coordinator, in the form of Work Letter Exhibit B-4. Within five (5) days of the City's issuance of the Permits, Landlord shall provide Project Coordinator with a copy of all Permits and the permitted construction plans for the Improvements (the "Permitted Construction Documents"). Tenant shall have ten (10) days to approve the Permitted Construction Documents.

1.6 Failure to Perform

In the event Landlord is unable to obtain all Permits or does not adhere to the requirements of this Work Letter then Tenant shall have the option to terminate the Lease. In the event the Lease is so terminated, both parties will be released from any obligation to the other and the Lease shall become null and void.

2. CONSTRUCTION

Landlord shall complete, as defined in Section 2.4(a) herein, the Improvements in accordance with the following:

2.1 Improvements

The specifications, standards, and criteria set forth in the Permitted Construction Documents shall be the "Improvements."

2.2 Construction Commencement

Landlord shall commence construction of the Improvements within forty-five (45) days of Tenant's

approval of the Permitted Construction Documents. Within five (5) days of starting construction, Landlord shall provide Project Administrator with written notice of the date it commenced construction of the Improvements, and such date shall be considered the "Construction Commencement Date."

2.3 During Construction

(a) *Weekly Field Reports and Photos*
Beginning within seven (7) days of the start of site improvement and/or construction and continuing until Tenant accepts the Demised Premises, Landlord shall provide Project Administrator, with weekly field reports and photos of the interior and exterior as set forth in Work Letter Exhibit B-5, and final photos as set forth in Section 2.4(d) herein. Landlord shall immediately comply with any Tenant request for supplemental photos. **IF LANDLORD FAILS TO SUBMIT WEEKLY FIELD REPORTS AND PHOTOS, TENANT SHALL BE ENTITLED TO RETAIN OR RECOVER FROM LANDLORD, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, FIVE HUNDRED DOLLARS ($500.00) PER OCCURRENCE. TENANT MAY RECOVER LIQUIDATED DAMAGES DESCRIBED HEREIN BY ABATEMENT OF TENANT'S OBLIGATION TO PAY RENT ON OR AFTER THE COMMENCEMENT DATE OR DAMAGES VIA ANY OTHER LEGAL REMEDY SET FORTH IN THE LEASE, OR AT LAW OR EQUITY FOR BREACH OF THIS PROVISION.** Any liquidated damages not recovered by Tenant by abatement of Tenant's obligation to pay rent shall be payable to Tenant on demand, together with interest from the date of the demand at the highest lawful rate of interest payable by Landlord.

(b) *Inspection*
During the Landlord's construction of the Improvements, Project Administrator or his designee may, in Tenant's sole discretion, periodically visit and inspect the construction to determine if the work is being accomplished in a satisfactory manner.

(c) Deviation from Permitted Construction Plans
Any deviations from the Permitted Construction Documents or inadequacies of construction or materials shall be immediately communicated to the Tenant's Representative, as defined in Section 5.1 herein, and Landlord shall commence to correct such items within twenty-four (24) hours of notification. **IN THE EVENT LANDLORD DOES NOT COMMENCE TO MAKE SUCH CORRECTIONS TENANT MAY ISSUE A NOTICE TO STOP WORK TO THE LANDLORD. IN THE EVENT OF TENANT'S NOTICE TO STOP WORK, TENANT MAY, AT ITS SOLE DISCRETION, IMMEDIATELY TERMINATE THE LEASE BY WRITTEN NOTICE TO LANDLORD. IF THE LEASE IS TERMINATED BY TENANT, BOTH PARTIES WILL BE RELEASED FROM ANY OBLIGATION TO THE OTHER AND THIS LEASE SHALL BE VOID.**

(d) *Force Majeure and Excused Delay*
Landlord shall diligently proceed with the construction of the Landlord's Improvements and complete the same and deliver possession thereof to Tenant on or before the Completion Date (as defined Section 2.4 herein); provided, however, if delay is caused or contributed to by delivery of Tenant Supplied Items, casualties, acts of God or the public enemy, governmental embargo restrictions, inclement weather, action or non-action of public utilities, or other causes beyond Landlord's reasonable control, then the Completion Date shall be extended without penalty for

the additional time caused by such delay. Such delays are each referred to as an "Excused Delay." Landlord shall notify Tenant within forty eight (48) hours after an event occurs that will result in an Excused Delay, including a description of the event and the impact on the Schedule. Failure to notify Tenant as required shall result in a potential Excused Delay being deemed a Landlord Delay.

(e) *Possession*
Prior to Acceptance of the Improvements Tenant shall have the right to access the Demised Premises to install fixtures, inventory and equipment ("Fixture Period") Tenant shall conduct its work in such a manner as to maintain harmonious labor relations so as not to interfere unreasonably with, or delay, the work of Landlord.

2.4 Completion

Within one hundred and thirty-five (135) days of the Construction Commencement Date, Landlord shall Complete (as defined herein) the Improvements. Should Landlord finish construction of the Improvements prior to the expiration of such one hundred and thirty-five (135) days after the Construction Commencement Date, Tenant may consider the Improvements not yet Complete, at its sole discretion, up to the one hundred thirty-fifth (135th) day. The date upon which Landlord has satisfied all of the requirements of this paragraph shall be the "Completion Date."

(a) *Completion Defined*
"Completion", "Complete" or "Completed" as used herein shall mean finished construction of the Improvements on the Demised Premises pursuant to the approved Permitted Construction Documents and delivery of written notice (as required and set forth in Section 33 of the Lease) to Tenant of same, with the exception of Punch List Items (as defined in Section 2.4(d) herein) and in accordance with the Completion Date, has been accomplished.

(b) *Failure to Complete*
LANDLORD AGREES THAT IF THE IMPROVEMENTS ARE NOT COMPLETED ON OR BEFORE THE COMPLETION DATE AS A RESULT OF ANY LANDLORD DELAY (AS DEFINED BELOW), THEN SUCH DELAY SHALL RESULT IN ABATEMENT OF TENANT'S OBLIGATION TO PAY RENT AFTER THE COMMENCEMENT DATE IN AN AMOUNT EQUAL TO TWO THOUSAND AND 00/100 DOLLARS ($2,000.00) PER DAY FOR EACH DAY BEYOND THE COMPLETION DATE THAT THE IMPROVEMENTS ARE NOT COMPLETED.

(c) *Landlord Delay*
"Landlord Delay" as used herein shall mean any delay that is not an Excused Delay as defined in Section 2.3(d) herein.

(d) *Punch List Items*
Subsequent to the Completion Date and upon forty-eight (48) hour notice to Landlord, the Project Administrator shall provide a "Punch List" to the Landlord identifying the corrective work of the type commonly found on an architectural punch list with respect to the Improvements, which list shall be in Tenant's reasonable discretion based on whether such items were required by the approved Permitted Construction Documents ("Punch List Items").

Landlord shall complete the Punch List Items and provide the Project Administrator with photos verifying completion of the Punch List Items within ten (10) business days after Tenant's delivery of the Punch List Items to Landlord.

(e) *Acceptance of the Improvements*
Within five (5) business days after Tenant's receipt of Landlord's notice that all Punch List Items are complete, the Project Administrator shall notify Landlord, in writing, of all portions of the Improvements that are incomplete and Landlord shall immediately complete such items. Failure to deliver such notice shall constitute an acknowledgment that the Landlord's Improvements are complete. Within ten (10) business days after Tenant's acceptance of the Improvements and Punch List Items, Landlord shall deliver to Tenant a set of documents showing any revisions due to any Change Order (as described in Section 2.4(f) of this Work Letter Agreement) to include interior and exterior photos for the Completed Improvements, along with all warranties and operating manuals for any equipment Tenant is responsible for maintaining. Landlord shall remove or cause to be removed from the Demised Premises all tools, extra building materials, waste materials, debris and rubbish of any sort. The achievement of all items in this Section 2.4(e) shall constitute "Acceptance."

(f) *Change Orders*
Prior to commencing any change in the Permitted Construction Documents or work during construction of a permitted trade, Landlord shall obtain multiple bids for the change and will deliver to Tenant's representatives as designated in the Work Letter the bids and a form approved by Tenant, setting forth a description of the change and the total costs of such change, including associated architectural, engineering and construction contractor's fees (the "Change Order"). All Change Orders requested by someone other than Tenant are subject to Tenant's prior written approval, which may be withheld or granted by Tenant in its sole discretion. If Tenant fails to approve such Change Order, the Change Order will be deemed denied and Landlord will not proceed to perform the change.

2.5 Cost of the Improvements

Tenant shall provide only those material listed as Tenant Supplied Items, as identified as "TSI" in Work Letter Exhibit B-2. Landlord shall reimburse Tenant for the TSI as provided for in Section 2 of the Lease. Landlord agrees to furnish, at Landlord's sole cost and expense, all of the material, labor, and equipment for the construction of the Improvements. Tenant shall not be responsible for any damage, loss or destruction to the Demised Premises resulting from any construction or engineering error or defect. Landlord agrees to indemnify, defend and save Tenant harmless of any and all liability, loss, damages, cost or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature relating to Landlord's construction of the Demised Premises and Improvements. Notwithstanding any other provision, term or clause of the Work Letter that states otherwise, if a conflict exists between the indemnification provision of the Work Letter and any indemnification provision set forth in the Lease, the Lease provisions shall control. If Tenant makes any payment or advance at the expense or for the account of Landlord, pursuant to any provisions of the Lease or of this Work Letter, the Tenant is entitled to reimbursement from Landlord within fifteen (15) days of written notice to Landlord of the reimbursement amount. Past due amounts are subject to interest and costs of collection, including attorney fees, at the maximum rate allowed by law. The Tenant may offset for any such claim against any subsequent installment of rent, and if not reimbursed at the expiration of the term

hereby granted or any extensions thereof, may remain in possession of the premises until completely reimbursed.

2.6 Coming Soon Sign

Within ten (10) days of the Construction Commencement Date, as defined in Section 2.2, Tenant shall provide Landlord with its prototypical "Coming Soon" sign banner and sign structure plans for same, attached as Exhibit K. Landlord shall complete construction of the "Coming Soon" sign structure and place the sign in a location with maximum visibility to passersby within seven (7) days of Landlord's receipt of Tenant's Coming Soon sign banner and sign structure plans for same. Failure to receive the Coming Soon sign shall not delay the Construction Commencement Date.

3. INSURANCE AND RISK OF LOSS.

3.1 Builder's risk insurance is Landlord's responsibility.

3.2 All materials, work, installations and decorations of any nature brought upon or installed in the Demised Premises before the Commencement Date shall be at the risk of the party who brought such materials or items onto the Demised Premises. Neither Landlord nor any party acting on Landlord's behalf shall be responsible for any damage or loss or destruction of such items brought to or installed in the Demised Premises by Tenant prior to such date, except in the event of Landlord's negligence or willful misconduct.

4. CONFORMANCE WITH LAWS.

4.1 All work performed by Landlord shall be done in conformity with applicable codes and regulations of governmental authorities having jurisdiction over the Improvements and the Demised Premises. Valid building permits and other necessary authorizations from appropriate governmental agencies when required, shall be obtained by Landlord at Landlord's expense. Notwithstanding any failure by Tenant to object to any such work, Tenant shall have no responsibility therefore.

4.2 All materials used and incorporated into the Improvements shall be new and of first quality and shall contain no asbestos, asbestos containing materials or materials or substances defined or categorized by either the U.S. Environmental Protection Agency or any state or local law as either "toxic" or "hazardous".

5. REPRESENTATIVES.

5.1 Tenant's Representatives (Project Coordinator and Project Administrator)

Tenant has designated **Charles Norton** "Project Coordinator" and Michael Jurgensmeyer and Stephen McNally "Project Administrator" as its representatives with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Tenant may change its Coordinator or Administrator, as the case may be, under this Work Letter at any time by providing five (5) days prior written notice to Landlord. All inquiries, requests, instructions, authorizations and other communications with respect to matters covered by this Work

Letter from Landlord shall be made to Project Coordinator or Project Administrator, as the case may be. Landlord will communicate solely with the Project Coordinator or Project Administrator, including providing a Weekly Field Reports and Photos as set forth in Section 2.3 beginning on the Effective Date and continuing until Tenant accepts the Demised Premises. Landlord will not make any inquiries of or requests to, and will not give any instructions or authorizations to, any other employee or agent of Tenant, including Tenant's architect, engineers, and contractors or any of their agents or employees, with regard to matters covered by this Work Letter.

5.2 Landlord's Representative

Landlord has designated _____ as its representative ("Landlord's Representative") with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter. Landlord may change its representative under this Work Letter at any time by providing five (5) days prior written notice to Tenant. All inquiries, requests, instructions, authorizations and other communications with respect to the matters covered by this Work Letter from Tenant will be made to Landlord's Representative.

6. MISCELLANEOUS.

6.1 Sole Obligations

Except as herein expressly set forth with respect to the Improvements, Landlord has no agreement with Tenant and has no obligation to do any work with respect to the Demised Premises. Any other work in the Demised Premises which may be permitted by Landlord pursuant to the terms and conditions of the Lease, including any alterations or improvements as contemplated in the Lease, shall be done at Tenant's sole cost and expense and according to the terms and conditions of the Lease.

6.2 Authority; Counterparts

Any person signing this Work Letter on behalf of Landlord or Tenant warrants and represents that such person has authority to do so. This Work Letter may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

6.3 Binding on Successors

Subject to the limitations on assignment and subletting in the Lease, this Work Letter shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6.4 Time of the Essence

Time is of the essence as to each and every term and provision of this Work Letter. In all instances where Tenant is required to approve an item, if no written notice of approval is given within the stated time period at the end of said period the item shall automatically be deemed disapproved. Except as otherwise provided, all references herein to a "number of days" shall mean and refer to calendar days.

6.5 Attorneys' Fees

In any action to enforce or interpret the terms of this Work Letter, the party prevailing in that action shall be entitled to recover its reasonable attorneys' fees and costs of suit, both at trial and on appeal.

6.6 Incorporation

This Work Letter is and shall be incorporated by reference in the Lease and all of the terms and provisions of the Lease are incorporated herein for all purposes. Any default by Landlord or Tenant hereunder also constitutes a default under the Lease.

LANDLORD:
6S ORLY COAL CITY IL, LLC

By: Jordan Amyx
Title: Managing Member
Date: 4-19-21

TENANT:
O'Reilly Auto Enterprises, LLC

By: Scott Kraus
Title: Senior Vice President
Date: 3-4-2021

WORK LETTER EXHIBIT B-1

Build-to-Suit - Site Investigation and Design Requirements

REQUIRED COMPLETION FOR ALL BUILD TO SUIT DEVELOPMENT PROJECTS

All sections to be completed in full by Landlord. Landlord represents that the information contained herein is accurate and correct to the best of its knowledge and Tenant shall rely on such representations.

A. General
Prepared By: 6S Development LLC Date Of Completion: 7/15/20

Project Location
Street: 850 & 860 E Division St
City: Coal City
State: Illinois

B. Codes

1. Building Code: International Building Code, 2015 Edition, including Appendices A, B and C
2. Plumbing Code: The Illinois State Plumbing Code (77 Ill. Adm. Code 890), current edition, issued by the Illinois Department of Public Health
3. Mechanical Code: N/A: None Specified in Zoning Ordinance
4. Electric Code: National Electrical Code, 2014 Edition
5. Energy Code: International Energy Conservation Code, 2015 Edition

C. Site Data (Direction referenced to building front)
1. Existing Site Condition Photos Provided
   a. __ Yes
   b. X No

2. Preliminary Site Plan Drawing Provided
   a. X Yes
   b. __ No

3. Property Dimensions
   Front: 178' +/- Right: 181' +/- Rear: 178 +/- Left: 181' +/-
   Area: +/- 32,181 S.F. Acres: +/- 0.74

4. Existing Topography Estimated Elevation Change (Indicate Direction and Approximate Feet)
   a. Front / Rear: **No elevation changes from front to rear according to google earth's elevation profile**
   b. Right Side / Left Side: **Approx. a 2' rise in elevation from right to left according to google earth's elevation profile.**

***Site is predominantly flat.**

5. Zoning Classifications (As defined per local ordinance):
   a. Subject Property: **C-3: Community Commercial**
   b. Adjacent Front Property: **RS-2**
   c. Adjacent Left Side Property: **C-3: Community Commercial**
   d. Adjacent Right Side Property: **RM-1: Low Density Multi Family Residential**
   e. Adjacent Rear Property: **RS-2 & RS 3: Medium to High Single Family Residential**

6. Current use of subject property: **Parcel 1: Residential, Parcel 2: Auto Repair Shop**

7. Former use of subject property: **N/A**

8. Has site ever been used as gas station or dry cleaners?
   a. __Yes
   b. X No

9. Describe any unusual or noteworthy conditions around site: **Will have to relocate the powerlines running along the front of the property. Will have to vacate the alley running through the middle of the property. Will have to relocate the main water line currently in the alley.**

10. Located in Historical District or Special Architectural Overlay District (Check).
    a. X Yes (Specify): **Core Area**
    b. __No

11. Storm Water Detention or Water Quality Measures Required (Check).
    a. __ Yes (Specify): _____
    b. X No **As long as site is under an acre.**

12. Street Information and Governing Jurisdiction (Check all that apply and complete):

a. Front:	X State	__ City	__ County	__ Private	__ Median Present
b. Right:	__ State	__ City	__ County	__ Private	__ Median Present
c. Left:	__ State	__ City	__ County	__ Private	__ Median Present
d. Rear:	__ State	__ City	__ County	__ Private	__ Median Present

13. Curb Cut Locations, Quantity, & Widths (Check all that apply and complete)
    a. X Front ____ Qty. Width(s): **30' proposed**
    b. __ Left Side ____ Qty. Width(s): _____
    c. __ Right Side ____ Qty. Width(s): _____
    d. __ Rear ____ Qty. Width(s): _____

14. Department Of Transportation permit required (Check).
    a. X Yes
    b. __ No

15. Road and Location Projects - Verify with all governing authority any planned or projected projects to the roadways, landscaping, CID, etc. that may affect the project anytime.
"Looking at our 5 year plan for this section the only plans at this time are to do a repaving project throughout this section and upgrade of the ADA ramps at the intersections. There has always been a long range study plan through town of putting in a bidirectional turn lane in the center which would mean 6' widening to each side of the street. But it has been in the unfunded "for study" phase for years and could be for many more." -Scott Ferguson (IDOT Division 2)

16. Access Easements Required (Check)
    a. __ Yes (Specify): _____
    b. X No

17. Drive Aisles and Widths (Check all that apply and complete)
    a. X Front Width: 30'
    b. X Right Side Width: 30'
    c. __ Left Side Width: _____
    d. __ Rear Width: _____

18. Parking
    a. Zoning Formula: 4.5 Spaces per 1,000 SF of Net Floor Area (usable floor area)
    b. Quantity Required: 16
    c. Quantity Provided: 38
    d. Minimum Space Size: 9'x18'

19. Pavement Material Type Proposed (Check all that apply)
    X Concrete X Asphalt

20. Refuse Area Screening Required (Check and complete)
    a. X Yes (Specify material to be used) All refuse containment areas shall be located to the rear of buildings and provided with solid access doors or gates which self-close. Walls shall be constructed of materials matching the primary building.
    b. __No confirm with building official

21. Perimeter Screen Fence Required by Zoning Ordinance (Check)
    a. __ Yes (Specify): _____
    b. X No

22. Landscaping Required by Zoning Ordinance
    a. X Yes (Specify): Planters and landscaped areas should be installed to buffer parking and service areas from adjacent uses. There are details for type of landscaping allowed by not any requirements on buffers sized or percentages.
    b. __ No

23. Landscape Irrigation System to be Provided (check)
   a. __ Yes
   b. X No

24. Site Lighting Ordinance (check):
   a. X Yes (Specify): Appropriate lighting shall be used to illuminate entries into the Core Area, signage, displays, and pedestrian and parking areas, as well as to highlight significant architectural elements. Improvements must augment the Village's designated lighting plan. Exterior lighting should be used to provide illumination for the security and safety of entry drives, parking, service and loading areas, pathways, courtyards, and plazas, without intruding on adjacent properties. Site lighting shall be architecturally compatible and consistent in design between sites.
   b. __No

25. Sign allowances (size, location, structure, and design requirements, etc.)

Building Signage: Building sign are allowed. Signs on roofs are not allowed. Signs shall not exceed the height of the roof parapet.

Ground Signage: No pole signs allowed. Project monument signs, if authorized, may be located at the street or primary entries to industrial developments to provide for overall project identity. Such signs should contain the name of the project that it identifies or the building street number and may include the names of individual tenants, but shall not contain change panels or advertising. Affix monument signs to the ground in a continuous connection. All monument signs shall provide the address and street of the building served, with minimum 3-inch text. For flexible space projects containing multiple tenants, project identity signage requires additional variables that must be considered. Conceptual designs for signs serving these types of facilities must be submitted to the Village for review. Monument signs shall be in a planter setting within a landscaped area. Signs shall be set back a minimum of 10-feet from the right of way. Signs shall be located outside vision clearance areas and easements.

26. Site and Exterior Building Lighting – City requirements on type and/or heights (check):
   a. X Yes (Specify): Exterior lighting sources shall be concealed with baffles or shields to provide direct illumination; where concealment is not practical, light fixtures must be compatible with overall storefront design. Spotlighting is prohibited for commercial buildings within the Core Area. Street lighting within the Core Area should be at a pedestrian scale. Light standards should be between 12'-18'. Parking areas within the Core Area shall contain both pedestrian and vehicular scale lighting. Exterior light fixtures shall be compatible and relate to the architectural character of the buildings on a site. Site lighting should be provided at the minimum level to accommodate safe pedestrian and vehicle movements, not cause any off-site glare, and be compliant with the Village's requisite code provisions. Poles and fixtures must be architecturally compatible with structures and lighting on adjacent properties. Poles and fixtures shall be compatible with all other fixtures on site. Illuminate all intersections with perimeter public roads with similar poles and fixtures used internal to the development. All lighting fixtures shall be full cutoff type luminaires (defined in the Illuminating Engineers Society, RP-33-99)
   b.__ No

27. Utilities (Check if already available to site).
X Water X Sewer X Electric __ Gas X Storm Sewer

28. Electric Utility available (Check all that apply)
X Aerial __ Underground
X Single Phase __ 3Phase
240 Voltage(s)

29. Fire Hydrant within 150 feet of property line (check)
a. X Yes **Confirmed on Google Earth**
b. __ No

D. Building Data

1. Gross Floor Area of Proposed Development: 7,627 SF

2. PEMB Dimensions: 85' X 85'
(ex. 85' x 85' or 70' x 100')

3. Overall Building Footprint Dimensions on site plan: 87'4" X 87'4"
Metal – Same as PEMB Dimensions (ex. 85' x 85' or 70' x 100')
Block – Add 1'4" to PEMB Dimensions (ex. 86'4" x 86'4" or 71'4" x 101'4")
Brick – Add 2'4" to PEMB Dimensions (ex. 87'4" x 87'4" or 72'4" x 102'4")
EIFS/Stucco – Add 1' to PEMB Dimensions (ex. 86' x 86' or 71' x 101')

Note: Accurate exterior building dimension and setback requirements MUST be reflected on the site plan.

4. Building Orientation Dimensions:
a. Front Dimension (Elevation with Customer Entry): 87'4"
b. Side Dimension: 87'4"

5. **Primary Type of Structural Framing System (Check one)**
a. X Pre-Engineered Metal Building System (Metal Panels, Brick, EIFS)
b. __ Load Bearing (CMU) Walls with Pre-Engineered Metal Roof System
c. __ Other (Specify): _____

6. **Primary Type of Exterior Finish Material (Check one)**
a. __ Pre-Engineered Metal Building Exterior Metal Wall Panels (PEMB):
b. __ Concrete Masonry Units (CMU):
c. X Clay Masonry Units (Brick):
d. __ Exterior Insulation Finish System (EIFS):
e. __ Other (Specify): _____

7. Primary Material Colors (Check all that apply)
   a. X O'Reilly Prototypical **The predominant colors for Core Area buildings shall consist of earth tones. The natural brick and stone colors shall predominate. Darker or lighter hues may be used as accent trim. Ceramic tile, terra cotta, brick, stone, and glass surfaces shall not be painted, unless it is appropriate to the architectural style. O'Reilly Proto colors should be fine according to the Village Administrator.**
   b. __ Custom (Specify): _____

8. Special Architectural Design Requirements, i.e. wainscot, pilasters etc.
   a. Style (Specify): **New buildings should incorporate decorative cornices, columns, parapets, reliefs, terra cotta tiles, and other significant facade detailing. The roofs of commercial buildings shall be flat, shallow-sloped, or gabled. Sloped mansard style (shake or shingle) roofs are prohibited within the Core Area.**
   b. Percentage of Materials: N/A
   c. Additional Architectural features i.e. awnings faux glass etc.: N/A

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9. Mechanical Equipment Screening Required (Check)
   a. X Yes (Specify): **Screening of utility meters, transformers and similar hardware, mechanical equipment, such as air conditioning condensers and PVC vents, refuse areas and containers, and/or other potentially unattractive places from view from any street, sidewalk, or adjacent property shall be accomplished by the use of walls, fencing, berms, and/or planting. Plant screening shall be equally effective in the winter and summer seasons. Walls shall be constructed of materials matching the primary. Roof parapets should be utilized to create an interesting building profile and to hide vents and other rooftop equipment.**
   b. __ No

10. Exterior materials and/or architectural style(s) are required or allowed due to one or more of the following (Check all that apply)
   a. X Building Code **Buildings should be constructed of approved masonry building materials such as brick or stone; these materials should be used on all sides of the building. Stucco, siding of all types, and any other exterior wall covering are discouraged for commercial and mixed-use buildings within the Core Area. Rough sawed wood, aluminum panels and siding, and plastic or metal panels are prohibited within the Core Area. Exterior insulation finish systems (EIFS) or Dryvit are prohibited within the Core Area along the street level.**
   b. X Zoning Ordinance **Materials used in the construction of the exterior side street side facade of buildings shall be decorative masonry or finished wood products.**
   c. __ Restrictive Covenants
   d. __ Developer Requirements

11. Exterior Building Materials Proposed (Describe in referenced to item 3 above)
    a. Front Elevation: **Brick**
    b. Right Side Elevation: **Brick**
    c. Rear Elevation: **Brick**
    d. Left Side Elevation: **Brick**

12. Building Exterior Perimeter Walls Required to be Fire Rated Assemblies (Check) **N/A "Not to the best of my knowledge but will also be determined at the review." – Nick Doerfler (Fire Prevention officer)**
    a. __ Yes (Rating(s) Required): _____
    b. __ No

13. Energy Code requires HVAC economizers (Check).
    a. X Yes **Grundy County is in Climate Zone 5A which requires economizers according to 2015 International Energy Conservation Code**
    b. __ No

14. Building required to be protected with automatic fire suppression system (Check)
    a. __ Yes
    b. X No **"at its current dimensions, it is not but could change dependent on building size as well as the amount of in rack storage." – Nick Doerfler (Fire Prevention officer)**

15. Fire Alarm System/Monitoring System required
    a. X Yes **"Yes, A UL approved system will be required." – Nick Doerfler (Fire Prevention officer)**
    b. __ No

16. Permit required for Tenant fixtures that is separate from Building Permit (Check)
    a. __ Yes
    b. X No

17. Tenant fixtures required to be anchored (Check) **N/A "determined at building review due to type of shelving, height, and so on" – Nick Doerfler (Fire Prevention officer)**
    a. __ Yes
    b. __ No

16. Seismic Calculations required for Tenant fixtures (Check)
    a. __ Yes
    b. X No

E. Developer Information

1. Developer has received applicable O'Reilly prototypical design standards, reference drawings, and specifications and acknowledges proposed design concept shall meet or exceed quality of construction indicated or specified (Check).
   a. X Yes
   b. __ No
   c. __ Not Sure, further clarification required (Specify): _____

2. **Developer information contained herein has been verified and preliminary approved provided by applicable governing authorities having jurisdiction for the project (Check)**
   a. X Yes (list governing authorities and contact information that has supplied verification)

Matt Fritz: Village Administrator - (815) 634- 8608 mfritz@coalcity-il.gov
Kyle Watson: Deputy Building Official – (815)-999-1112 kwatson@coalcity-il.gov
Nick Doerfler: Fire Prevention Officer - (815)-405-0855 NDoerfler@ccfire.net
Nicor: Natural Gas – 1 (888) 642-6748
Village of Coal City: Water & Sewer – (815) 634-8608
ComEd: Electricity – 1 (800) 334-7661
Scott Ferguson: IDOT Division 2 – (815)-830-7007 Scott.Ferguson@illinois.gov

   b. __ No (information will be could be deemed incomplete without verification)

3. Developer Name and Certification
   Company Name: 6S Development LLC
   Representative Name: Kayla Sanders
   Representative Signature: Kayla Sanders
   Title: Senior Manager of Site Compliance
   Date: 7/15/20
   Phone Number: (903) 271-0469
   Email address: ksanders@6sdev.com

Should Landlord find additional information or requirements of any governing authority it shall provide such information below (and attached as needed):

_____
_____
_____
_____
_____
_____
_____

LANDLORD REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THIS EXHIBIT ARE TRUE AND CORRECT. SHOULD THE INFORMATION HEREIN BE INCOMPLETE, INCORRECT, OR OTHERWISE INCONSISTENT WITH GOVERNING AUTHIRORITY REQUIREMENTS, TENANT MAY TERMINATE THE LEASE AND SEEK DAMAGES AGAINST LANDORD FOR THE COSTS EXPENDED FOR ANY TENANT REQUIREMENT OR TENANT SUPPLIED ITEM AS PROVIDED IN THE LEASE OR WORK LETTER AGREEMENT.

WORK LETTER EXHIBIT B-2

Build-to-Suit Design / Construction Requirements

Landlord is responsible for the cost of the Improvements, as described in the Work Letter, unless otherwise indicated herein. Questions about construction design requirements indicated herein shall be directed to Tenant's designated Project Representative. This Exhibit is for reference only and any specifics refer to Tenant supplied "Reference Set" for prototypical conditions for use in the Overall Construction Documents as describe in the Work Letter.

1. GENERAL

1.1 Use of these Requirements: Landlord shall use these Design/Construction Requirements, in conjunction with the Reference Set, as a guideline in its production of the Landlord Civil Package and any other requirement provided in the Work Letter Agreement. Should a discrepancy between these Requirements and the Permitted Construction Documents exist, the Permitted Construction Documents shall control.

1.2 Form of Documents: see Work Letter Section 1.1(a) and (b).

1.3 Design Substitutions: Refer to Tenant's Reference Set for typical design standards and requirements. Landlord's submittals of shop drawings, product data, samples, and request for substitutions shall be directed to O'Reilly's designated Project Representative, as designated in Section 5.1 of the Work Letter for review and approval.

2. SITE

2.1 Drives: Drives and driveways to be constructed shall be a minimum width of 30' in the customer parking area of the site and a minimum of 26' in the employee parking area.

2.2 Pavements: Parking lot may be constructed using reinforced concrete or hot-mix asphalt paving. Parking lot to be designed for standard duty paving minimum sections based on the Landlord's Geotechnical Report. See provided map for locations requiring the use of asphalt. If asphalt is used in the construction of the parking lot, a 20' concrete apron shall be installed in the customer head-in parking area along the front of the store.

2.3 Curbing: Concrete curbing (6" high min) shall be provided around perimeter of pavement areas. Provide 6:8 slope profile in areas subject to snow removal, except at head-in parking sidewalk curbs. For head-in parking sidewalk curbs provide integral turn down sidewalk curb profile.

2.4 Concrete Mix Design: All on-site concrete design mix to be 4,000 PSI minimum. Refer to Tenant's prototypical specifications for additional requirements.

2.5 Accessible Parking: Accessible parking and access aisle to align approximately with front entry. Pavement at accessible aisle to be flush with sidewalk and slope down as steep as possible parallel with sidewalk to form 6" high sidewalk curb. Provide tactile warning surface complying with

accessibility standards at pavement and sidewalk transition. Provide accessible parking signs mounted in front sidewalk bollards.

2.6 Parking Blocks: Concrete parking blocks to be installed at all head-in parking spaces around building perimeter.

2.7 Refuse Container Pads: Concrete refuse container pad shall be 14'x14' minimum with 6' minimum approach apron. Where screening required, provide 6' high composite fence construction with steel post and double gates with heavy duty hinges. Where required by governing authorities, provide masonry screen wall construction to match building exterior materials.

2.8 Sidewalks: Sidewalks shall be 6' wide minimum and provided at head-in parking along front of building, at freight door, and at exit door landings. Sidewalk control and expansion joint layout around building perimeter to align with front window vertical mullions and freight door.

2.9 Bollards: Concrete filled 4" diameter painted steel pipe bollards (36" high) to be provided as follows: (8 or 9) at front sidewalk aligning with front window vertical mullions and control joints, (2) at freight door sidewalk, and (2) at paving for each refuse container. Set bollards in sidewalk a distance of 10" from face of curb or edge of pavement to centerline.

2.10 Grading: Grading around building perimeter to be 6" minimum below finish floor, except at doors and front sidewalk in contact with building. Grade at front sidewalk in contact with building to be 0.15' minimum below finish floor. Grade at doors to be flush with finish floor and slope away 2% maximum for a distance of 5' minimum perpendicular to building. Accessible parking spaces and aisle to slope 2% maximum in all directions. Designated accessible routes to slope 5% maximum in direction of travel with 2% maximum cross slope. Pavement at parking areas to slope 1% minimum and 5% maximum. Lawn areas to slope 2% minimum. Where building masonry cavity wall construction provided, grading criteria to be adjusted down to provide proper weeping.

2.11 Roof Drainage: Building roof slopes to rear perimeter. Provide concrete splash blocks or underground drainage systems at downspouts discharge locations.

2.12 Landscaping and Plantings: Landscaping shall be designed for the minimum number of plantings required by governing authorities. Avoid obscuring free-standing site sign from right-of-way with large plantings. Provide sod on entire public facing areas, at all other lawn areas adjacent to building perimeter (5' wide minimum) and any place that slopes exceed 1:4. At interior parking islands provide landscape gravel ground cover over weed barrier. At large trees and dense planting areas provide landscape edging around perimeter with mulch over weed barrier.

2.13 Irrigation Systems: Irrigation system with separate meter shall be provided where required by governing authorities or where costs of plantings exceed $5,000.00.

2.14 Site Utilities: Tenant's site utility drawings shall indicate design and routing of electrical service, telephone service, site electrical, site lighting, and building utility service entry points to a distance of 5' outside of building perimeter for utility service connections of water, sanitary sewer, gas (where available) and fire protection system (where required). Landlord's site utility drawings shall indicate design and routing of water service, irrigation water service (where required), sanitary

sewer, gas (where available) and fire protection systems (where required) from building points of connection to utility provider available systems. Final design and locations to be coordinated with Tenant and Landlord drawings.

2.15 Site Lighting: See Reference Set

2.16 Site Signage: Pole sign will be direct buried by Tenant with conduit/electrical wiring to be installed by Landlord. Signage graphics Tenant furnished and installed. Final type and location to be coordinated with Tenant and Landlord drawings.

3. STRUCTURAL

3.1 Foundation Design: See Reference Set

3.2 Structural Steel Framing: See Reference Set

4. ARCHITECTURAL

4.1 Building Design: Final building design, quality and quantity of construction shall be based upon Tenant's design standards and criteria defined in **Site Investigation and Design Requirements (Exhibit B-1).** Non-prototypical designs concepts shall be reviewed and approved by Landlord and Tenant. Tenant may provide preliminary design concept drawings of exterior elevations, perspective sketches, or digital modeling indicating and defining exterior material locations, type, finishes, colors and textures. Non-prototypical exterior finish material samples shall be provided, unless otherwise waived by Tenant.

4.2 Construction Type: Building code construction type to be classified as II-B (non-combustible / unprotected). Fire protection systems are not required unless otherwise required by building code or governing authorities. Fire rated assemblies shall be provided as required by project conditions.

4.3 Thermal Envelope: See Reference Set

4.4 Interior Floor Finishes: See Reference Set

4.5 Interior Wall Finishes: See Reference Set

4.6 Interior Ceiling Finishes: See Reference Set

4.7 Door Hardware: See Reference Set

4.8 Toilet Accessories: See Reference Set

5. PLUMBING

See Reference Set

6. FIRE PROTECTION

6.1 Fire Hydrants: Where required, shall be provided as required by governing authorities.

6.2 Fire Sprinkler Systems: Where required, shall be designed as required by governing authorities. Tenant drawings shall indicate building design criteria and performance requirements. Final design shall be performed by Landlord's licensed engineer and submitted as shop drawings for review and approval.

7. MECHANICAL

See Reference Set

8. ELECTRICAL

See Reference Set

9. ENERGY MANAGEMENT SYSTEM (EMS)

See Reference Set

10. SCOPE OF WORK

10.1 Tenant Furnished / Landlord Installed Work: Items indicated as furnished by Tenant include cost of materials, taxes, shipping, and delivery to project site. Landlord shall assist with ordering, site receipt, inventory verification, unloading, handling, storing, protecting, and installation of Landlord and Tenant furnished materials. Refer to Tenant's project manual for specific work procedures and documentation requirements.

10.2 Scope of Work Schedule: The attached "Scope of Work Schedule" provides a detailed description of materials to be provided and installed in the construction of the Improvements. The attached schedule describes the **Tenant Supplied Items**, as referred to in the Work Letter Agreement, in the column labeled "Furnished by Tenant." Tenant shall install only those certain items as denoted in the attached schedule. Landlord shall provide all materials and installation in its construction of the Improvements for those items not indicated to be provided or installed by Tenant. **Should the Permitted Construction Documents provide for materials or installation that is not described in the attached Scope of Work Schedule, Landlord shall procure and install such materials at its sole cost and expense.**

SCOPE OF WORK SCHEDULE

PROJECT MANUAL (CSI) SECTION REFERENCE NUMBER	PROJECT MANUAL (CSI) SECTION REFERENCE - Description of Work (Refer to Construction Documents)	FURNISHED BY TENANT	INSTALLED BY TENANT	FURNISHED BY Landlord	INSTALLED BY Landlord	CONTACT INFORMATION
01 45 16	QUALITY CONTROL PROCEDURES - Testing and inspections			X	X	O'REILLY (Assigned Project Coordinator) 417.862.2674
07 21 00	BUILDING INSULATION - Pre-engineered metal building batt insulation	X			X	GBR SILVERCOTE Jerry Miller 417.861.9513
08 11 19	STEEL DOORS AND FRAMES - Exterior doors and frames	X			X	O'REILLY (Assigned Project Coordinator) 417.862.2674
08 71 00	DOOR HARDWARE - Exterior steel door hardware	X			X	O'REILLY (Assigned Project Coordinator) 417.862.2674
09 90 00	PAINTING - Showroom interior painted graphics			X	X	O'REILLY (Assigned Project Coordinator) 417.862.2674
10 14 00	SIGNAGE - Exterior free standing signs, exterior surface mounted signs, temporary marketing and advertising signs (Except monuments, raceways and boxes)	X	X			O'REILLY (Assigned Project Coordinator) 417.862.2674
10 28 13	TOILET ACCESSORIES - Tissue paper dispensers, Soap dispensers, Paper towel dispensers	X			X	O'REILLY (Assigned Project Coordinator) 417.862.2674
10 80 00	MISCELLANEOUS SPECIALTIES - Floor safes	X			X	O'REILLY (Assigned Project Coordinator) 417.862.2674
12 57 00	INDUSTRIAL FURNISHING - Racking and shelving	X	X			O'REILLY (Assigned Project Coordinator) 417.862.2674
13 34 19	PRE-ENGINEERED METAL BUILIDNG SYSTEM ERECTION - Metal building materials	X			X	O'REILLY (Assigned Project Coordinator) 417.862.2674
22 40 00	PLUMBING FIXTURES - Water heater unit	X			X	GRAYBAR ELECTRIC COMPANY Sandy Young or Sam Cast 800.289.5254

SCOPE OF WORK SCHEDULE

PROJECT MANUAL (CSI) SECTION REFERENCE NUMBER	PROJECT MANUAL (CSI) SECTION REFERENCE - Description of Work (Refer to Construction Documents)	FURNISHED BY TENANT	INSTALLED BY TENANT	FURNISHED BY CONTRACTOR	INSTALLED BY CONTRACTOR	CONTACT INFORMATION
23 74 00	ROOF TOP HEATING/COOLING UNITS - Equipment	X			X	CARRIER CORPORATION Paul Witz 315-317-2481 or Maria Campanello 315-432-3946
25 00 00	CONTROLS AND INSTRUMENTATION - Disconnect switch or circuit breaker	X			X	GRAYBAR ELECTRIC COMPANY Sandy Young or Kathy Schrumpf 800.289.5254
25 00 00	CONTROLS AND INSTRUMENTATION - Energy management systems, T-stats, Remote sensors	X			X	VENSTAR INC. (Technical Support) 818.812.9812
26 24 00	ELECTRICAL EQUIPMENT - Switchgear (panel boards, transformers, disconnects, breakers) (Except for roof top units)	X			X	GRAYBAR ELECTRIC COMPANY Sandy Young or Kathy Schrumpf 800.289.5254
26 50 00	LIGHTING - Light fixtures and sensors	X			X	GRAYBAR ELECTRIC COMPANY Sandy Young or Kathy Schrumpf 800.289.5254
27 00 00	COMMUNICATIONS SYSTEMS - Raceways and boxes			X	X	O'REILLY (Assigned Project Coordinator) 417.862.2674
27 00 00	COMMUNICATIONS SYSTEMS - Electronics and conductors	X	X			O'REILLY (Assigned Project Coordinator) 417.862.2674
28 00 00	ELECTRONIC SAFETY AND SECURITY SYSTEMS - Raceways, boxes and equipment	X	X			O'REILLY (Assigned Project Coordinator) 417.862.2674
28 30 00	FIRE DETECTION AND ALARM SYSTEMS - Raceways, boxes and equipment	X	X			O'REILLY Leigh Sides 417.829.5712

CONSTRUCTION DOCUMENT SCOPE

Landlord Civil Design Package

Cover Sheet
SV1 - Site Survey
D1.1 - Demolition Plan
C1 - Site Development Plan
C1.1 - Site Grading Plan
C1.2 – Site Storm Water Controls Details
C2.2 - Site Details
C2.3 - Site Details
L1.1 - Landscape Plan
L1.2 - Landscape Details
L2.1 - Landscape Irrigation Plan
US1 – Utilities Site Plan

Sheets will vary per project and only reflects prototypical condition. Refer to Tenant supplied 'Reference Set' for further details.

Tenant Building Design Package

T1.1 - Cover Sheet
T1.2 – Scope of Work Schedule
G1.1 – Code Summary Plan
S1.1 - Structural Notes
S1.2 - Sign Foundation Details
S2 – Foundation Plan
S3.1 - Foundation Details
S3.2 - Foundation Details
S4 – Framing Details
A1.1 - Floor Plan
A1.2 – Interior Finish Plan
A2.1 – Exterior Elevations
A3.1 - Wall Sections
A3.2 – Wall Sections
A4.1 – Interior Elevations
A4.2 – Interior Sections & Details
A5.1 – Door Schedule
A5.2 – Window Schedule
A6.1 – Exterior Details
US1 – Utilities Site Plan
SP1 - Site Lighting Photometrics
SP2 – Site Lighting Details
SP3 – Site Lighting Details
P1 - Plumbing Plan
P2 – Plumbing Details
M1 - HVAC Plan
M2 - HVAC Schedules
M-3 - HVAC Details
E1 - Lighting Plan
E2 - Power Plan

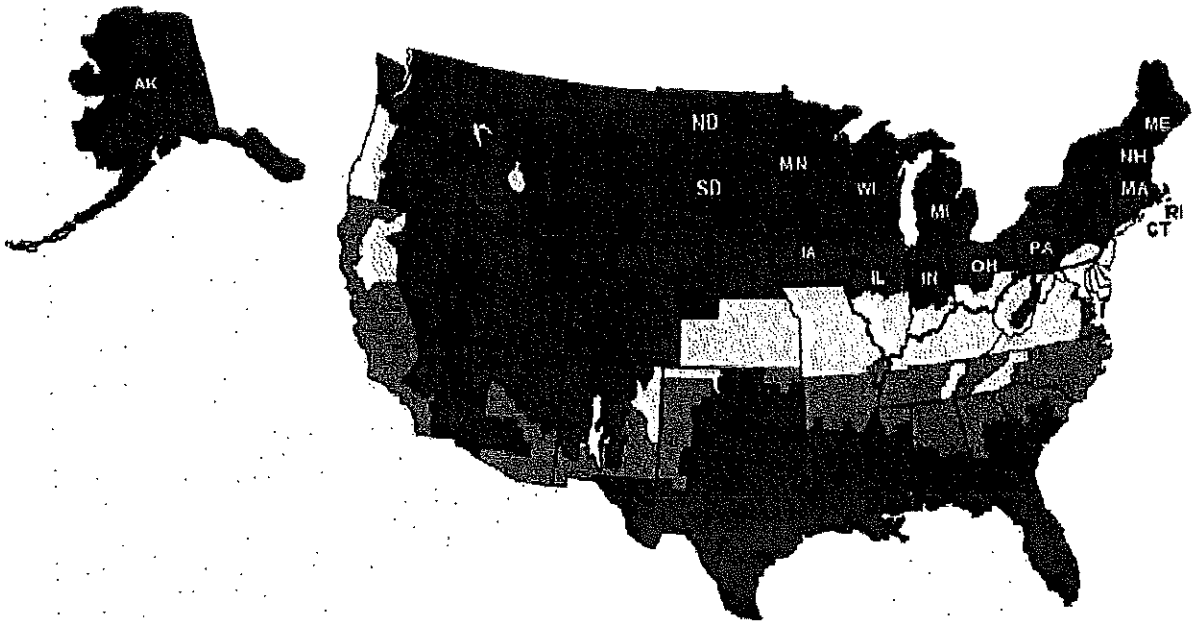
E3 – Electrical Schedules
E4 – Electrical Notes
EM1.0 – Gridpoint EMS
EM1.1 – Gridpoint EMS
EM1.2 – Gridpoint EMS
SG1.1 – Site Signage Plan
SG1.2 – Site Signage Details
SG2.1 – Building Exterior Signage

Tenant Building Design Package set will also contain PEMB information that includes but not limited to Anchor Bolt layout, details and reactions, Permit Set, and Final Erection Drawings. Content based on final determination of building design.

Sheets will vary per project and only reflects prototypical condition. Refer to Tenant supplied Reference Set for further details.

Recommended States for Asphalt Lots:

Selected States outlined in Red



Selected States		
Alaska	Massachusetts	Ohio
Connecticut	Michigan	Pennsylvania
Indiana	Minnesota	Rhode Island
Iowa	New Hampshire	Wisconsin
Maine	North Dakota	South Dakota

Divisions & DVP's	
Chris Farrow	Div 4
Chris Mancini	Div 9
Doug Bragg	Div 1
Jason Tarrant	Div 6
Scott Leonhart	Div 5

WORK LETTER EXHIBIT B-3

GEOTECHNICAL/MATERIALS TESTING REQUIREMENTS

A Geotechnical Engineer will provide the following geotechnical investigation and engineering services and produce the required Geotechnical Report at Landlord's expense.

1. PROPOSED BUILDING TYPE

1.1 The proposed building will consist of a one-story pre-engineered metal building/masonry building. The proposed foundation will consist of a slab on grade with continuous footings and spread footings to support column loads. Typical floor loads are 125 psf. Maximum column loads are 40 kips. Typical wall loads are 1 k/ft.

2. DRILLING AND SAMPLING METHODS

2.1 Drilling and sampling will include a minimum of six borings (three in the building footprint and three in the parking lot) at a minimum depth of 15 feet for each boring.

2.2 Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM Standards and other standards, including but not limited to ASTM Standards D1586, D1587 and D2113. Samples of soil shall be taken at the ground surface, at two feet below existing grade and at each identifiable change in condition, but not further apart than five feet in each of the borings. Where clayey cohesive soils are encountered, thin-walled tube samples shall be taken of representative strata. Split-spoon samples shall be placed in sealed jars labeled with the following information: (1) boring numbers, (2) sample number, (3) sample depth, (4) blows per increment required to drive sample as per applicable standards, (5) date, (6) project name, and (7) Geotechnical Engineer's name.

2.3 Rock cores shall be not less than 1 3/8 inches in diameter, and shall be placed in core boxes properly labeled as indicated above.

2.4 The samples shall be preserved and field logs prepared either by a Geotechnical Engineer or by an experienced Soil Technician acting under the supervision of a Geotechnical Engineer.

3. EVALUATION AND RECOMMENDATIONS

3.1 The Geotechnical Engineer shall analyze the information developed by investigation or otherwise available to the Geotechnical Engineer, including those aspects of the subsurface conditions, which may affect design and construction of proposed structures, and shall report the design and engineering requirements of the project. Based on such analysis the Geotechnical Engineer shall submit a professional evaluation and recommendations for the necessary areas of consideration, including but not limited to the following:

A. Foundation support of the structure and slab including type(s) of soil, depths and distribution of each soil type, consistency and density of clay and granular soils, Atterberg limits and allowable soil bearing pressures. When expansive clay soils are encountered provide maximum anticipated values of vertical differential soil movement and horizontal distance of moisture variation from slab perimeter for both edge lift and center lift conditions.

B. Anticipation of, and management of, groundwater for design of structures and pavements.

C. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.

D. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.

E. Concrete pavement design.

F. Stability of slopes.

G. Seismic activity.

H. Frost penetration depth and effect, if applicable.

I. Analysis of the effect of weather and/or construction equipment on soil during construction.

J. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.

3.2 The Geotechnical Engineer shall report any further exploration and testing required to obtain information that the Geotechnical Engineer requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized. The extent of exploration undertaken shall be consistent with the scope of the project indicated by the information given above.

4. FIELD AND LABORATORY REPORTS

4.1 The Geotechnical Engineer will deliver an electronic copy and one paper copy of the report and logs. All segments of the reports covering the investigations and analyses shall be made on white paper, 8 1/2 x 11inches, suitable for photocopying and bound in booklet form. If larger drawings are absolutely necessary, they shall be folded and bound into the booklet. Written reports and analyses shall be on the Geotechnical Engineer's letterhead. Each drawing shall carry a title block that contains the project name and location, the Geotechnical Engineer's name and address, the date of the subsurface investigation, the date of the drawings, the initials of the person in charge of the crew making the investigation, the initials of the drafter, and the initials of the Professional Engineer who is the responsible checker.

4.2 All data required to be recorded according to the ASTM Standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with current applicable ASTM Standards and other standards,

including but not limited to ASTM Standard D2488, but the classification for final logs shall be based on the field information, plus results of tests, plus further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports.

4.3 Include with the report a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs.

4.4 Identify the ASTM Standards or other recognized standard sampling and test methods utilized.

4.5 Provide a plot plan giving dimensioned locations of test borings.

4.6 Provide a boring log for each boring plotted and graphically presented showing boring number, sampling method used, date of start and finish, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made (repeat observation after 24 hours) and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions.

4.7 Describe the existing surface conditions and summarize the subsurface conditions found to be present.

4.8 Analyze the probable variations in elevation and movements of subsurface water due to seasonal influences.

4.9 Report all laboratory determinations of soil properties.

Work Letter Exhibit B-4 Design Approval

Phase 1 - Sec.1.2 Landlord Due Diligence

Documents Dated: _____
Documents Received: _____

Tenant: O'Reilly Auto Enterprises, LLC

_____

Date: _____

Documents Dated: _____
Documents Received: _____

Landlord: _____

_____

Date: _____

Phase 2 - Sec. 1.3 Landlord Civil Design Package

Documents Dated: _____
Documents Received: _____

Tenant: O'Reilly Auto Enterprises, LLC

_____

Date: _____

Documents Dated: _____
Documents Received: _____

Landlord: _____

_____

Date: _____

Phase 3 -Sec. 1.4 Overall Construction Documents

Documents Dated: _____
Documents Received: _____

Tenant: O'Reilly Auto Enterprises, LLC

_____

Date: _____

Documents Dated: _____
Documents Received: _____

Landlord: _____

_____

Date: _____

Phase 4 - Sec. 1.5 Permitted Construction Documents

Documents Dated: _____
Documents Received: _____

Tenant: O'Reilly Auto Enterprises, LLC

_____

Date: _____

Documents Dated: _____
Documents Received: _____

Landlord: _____

_____

Date: _____

EXHIBIT B-5

WEEKLY FIELD REPORT

Date: _____
Project: _____
GC: _____

Work in Progress: _____

_____

_____

_____

Percent Complete:

Demolition	_____	Signs	_____
Sitework	_____	Storefront	_____
Conc/Asphalt Paving	_____	Painting	_____
Site Concrete	_____	Flooring	_____
Building Concrete	_____	Ceilings	_____
Hardware/Doors	_____	PEMB	_____
Drywall/Framing	_____	Plumbing	_____
E.I.F.S.	_____	HVAC	_____
Electrical	_____	Masonry	_____
		Landscape	_____

Total % Complete _____

Permit Date _____ Start Date _____

Observations: _____

_____

_____

_____

_____

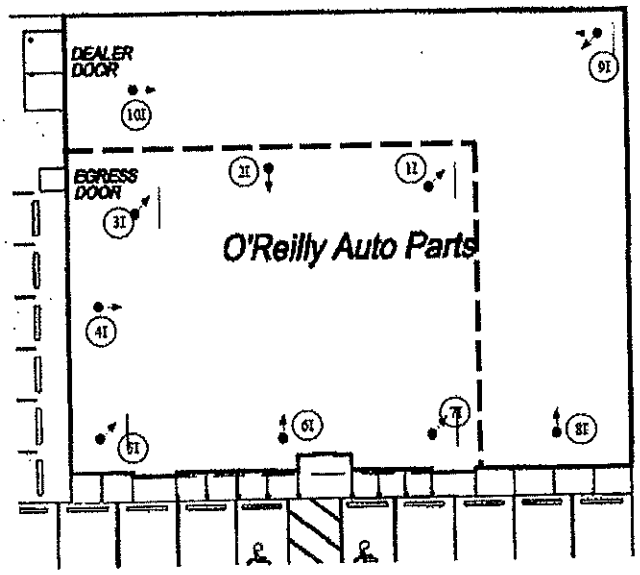
_____

_____

_____

EXHIBIT B-5

O'Reilly Auto Parts – Interior Photo Documentation Points



Date: 11/03/2007

EXHIBIT B-5

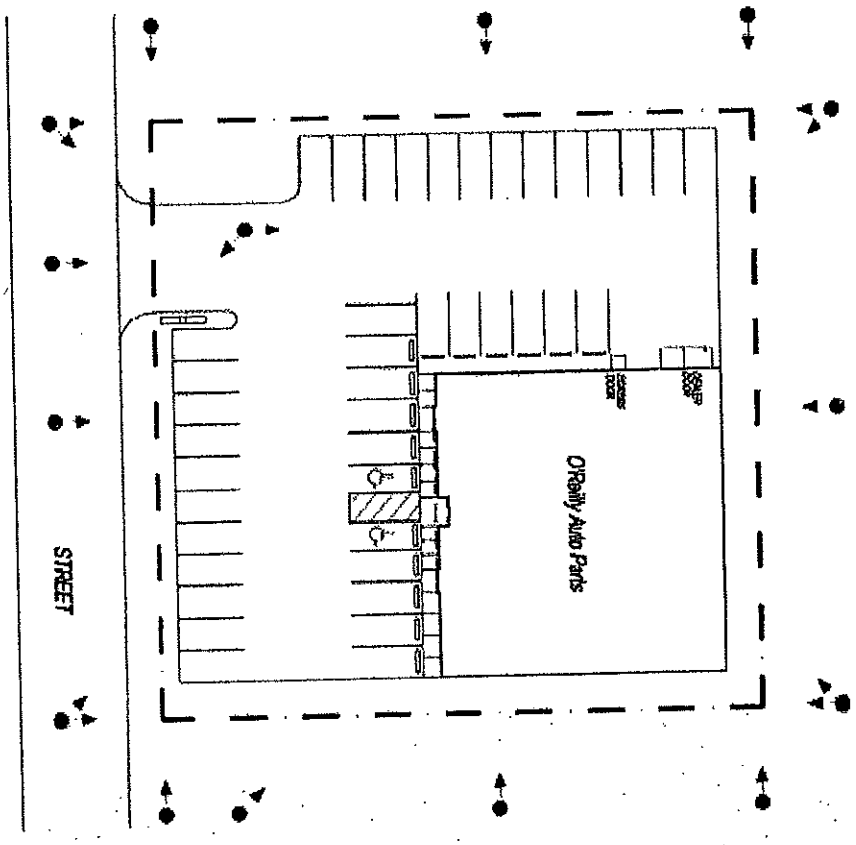


EXHIBIT C

DECLARATION OF COMMENCEMENT DATE OF LEASE

This Declaration of Commencement Date of Lease is made as of this _____ day of _____, _____, by and between 6S ORLY COAL CITY IL, LLC, hereinafter referred to as "Landlord", and O'Reilly Auto Enterprises, LLC, hereinafter referred to as "Tenant".

Landlord and Tenant state and agree as follows:

1. Landlord and Tenant have entered into a Lease dated _____, _____ for the Demised Premises located at 860 E. Division Street, Coal City, IL.

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

LANDLORD:
6S ORLY COAL CITY IL, LLC

_____
By: Jordan Amyx
Title: Managing Member

TENANT:
O'REILLY AUTO ENTERPRISES, LLC

_____
By: Scott Kraus
Title: Senior Vice President

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is effective as of _____ by and between _____ ("Lender"), 6S ORLY COAL CITY IL, LLC ("Landlord") and O'Reilly Auto Enterprises, LLC (Tenant").

W I T N E S S E T H

WHEREAS, Landlord and Tenant have entered into that certain Build to Suit Lease Agreement dated as of _____ (the "Lease"), covering certain premises generally described as 860 E. Division Street, Coal City, IL, 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 (x) such act or omission continues after the date that Lender succeeds to Landlord, (y) such act or omission is of a nature that can cured by performing a service or making a repair, and (z) Lender was given prior written notice thereof (however, in no event shall Lender be liable for any tort claims which Tenant may have against Landlord or any prior landlord or any claims for liquidated damages which may be owing by Landlord or any prior landlord under the Leases);

(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;

(iii) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;

(iv) bound by any amendment or modification of the Lease made without Lender's prior written consent, except for amendments or modifications with respect to the exercise of Tenant's offer rights or renewal rights pursuant to the terms of the Lease; or

(vi) 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.

Should Lender fail to cure the act or omission of Landlord pursuant to subparagraphs (i)(x), (i)(y) or (i)(z) above, Tenant shall have all rights and remedies available to it under the Lease.

6. Limitation of Liability. Lender shall not, either by virtue of the Mortgage or this Agreement, be or become (i) a mortgagee-in-possession or (ii) subject to any liability or obligation under the Lease or otherwise until Lender shall have acquired by foreclosure or otherwise the interest of Landlord in the Property. Lender's liability or obligation under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Property, as modified by the terms of this Agreement. In addition, upon such acquisition, Lender shall not have any obligation, nor incur any liability, beyond Lender's then interest in the Property. In the event of the assignment or transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred.

7. 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.

8. 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.

9. 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.

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

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

12. 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. This Agreement shall be deemed to amend any provisions of the Lease which are inconsistent with the terms hereof.

[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:

[Date] _____

By: _____

_____ Name: _____

_____ Title: _____

[Date]

LENDER ACKNOWLEDGEMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____, the _____ of _____, on behalf of said _____.

_____

Notary Public, State of _____

LANDLORD:
6S ORLY COAL CITY IL, LLC

_____
[Date]

17311 Dallas Parkway, Suite 220
Dallas, TX 75248
[Address]

By: _____
Name: Jordon Amyx
Title: Managing Member

LANDLORD ACKNOWLEDGEMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____, the _____ of _____, on behalf of said _____.

_____
Notary Public, State of _____

TENANT:

O'Reilly Auto Enterprises, LLC
a Delaware limited liability company

_____
[Date]

233 South Patterson
Springfield, MO 65802
[Address]

By: _____
Name: Carol Kirkman
Title: Director of Property Management and ADA Compliance

TENANT ACKNOWLEDGEMENT

STATE OF MISSOURI §
§
COUNTY OF GREENE §

This instrument was acknowledged before me on the _____ day of _____, _____ by **Carol Kirkman**, Director of Property Management and ADA Compliance of O'Reilly Auto Enterprises, LLC, a Delaware limited liability company on behalf of said company.

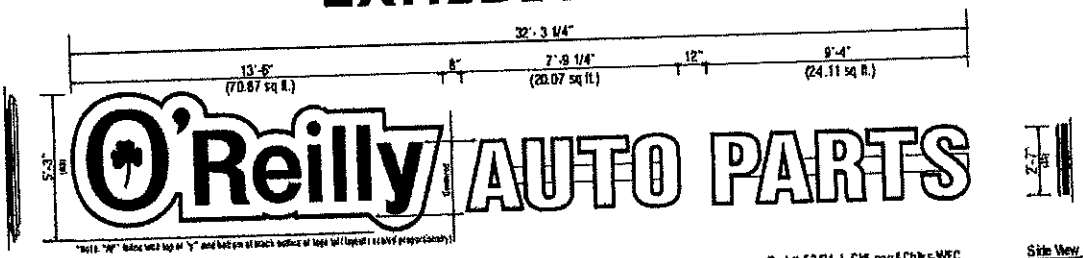
_____
Notary Public, State of Missouri

EXHIBIT F

LANDLORD'S TITLE POLICY

To be provided and inserted by Landlord.

EXHIBIT D-1



Side View "OReilly" Front View Scale: 1/4" = 1'-0" Side View "AUTO PARTS"

Part# 63/31-L-CldLogo&Chltrs-WFC

115.05 sq. ft. (Combined Individual Components) 169.42 sq. ft. (Encompassed Rectangle)

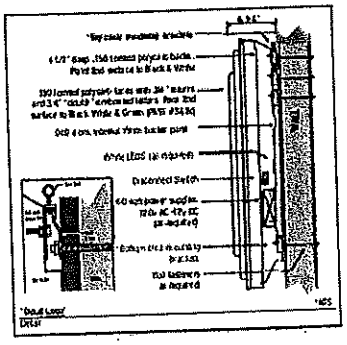
Manufacture and supply (X) set of Illuminated Cloud Logo cabinet and channel letters.

"O'Reilly" Cloud Logo with "AP" channel letters on 7"(d) 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



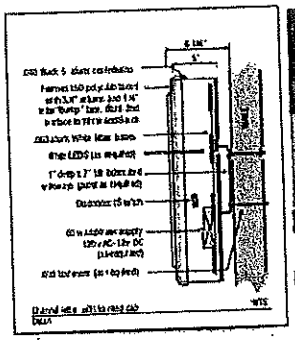
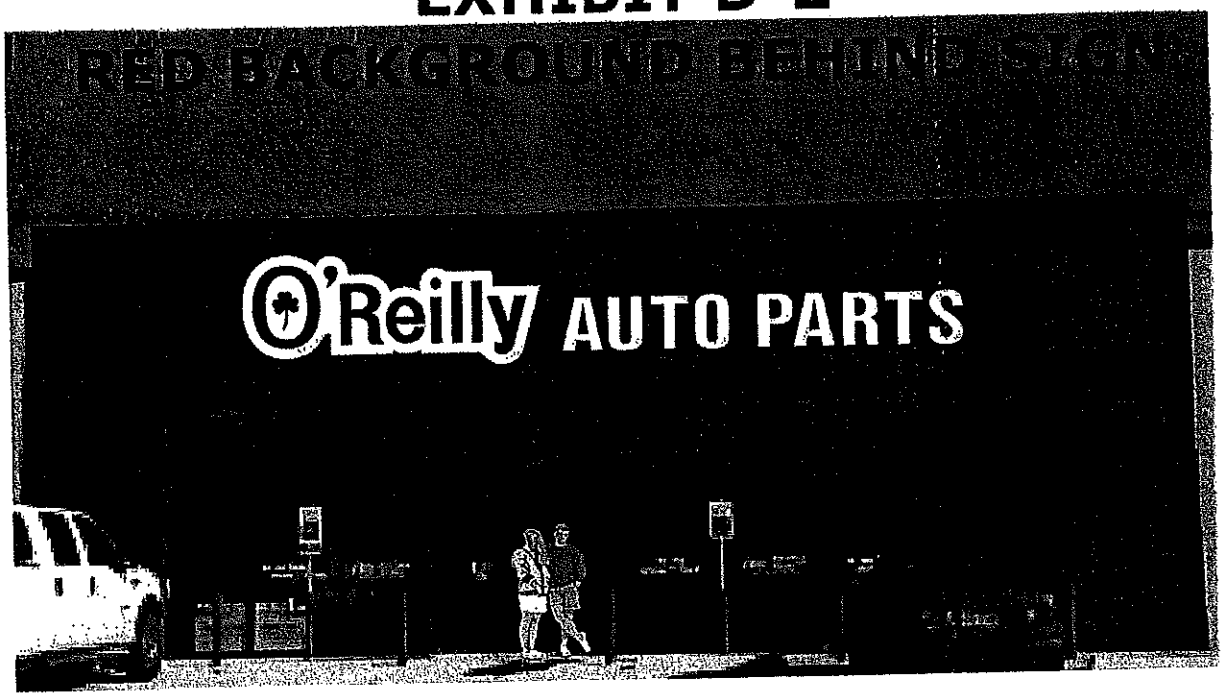


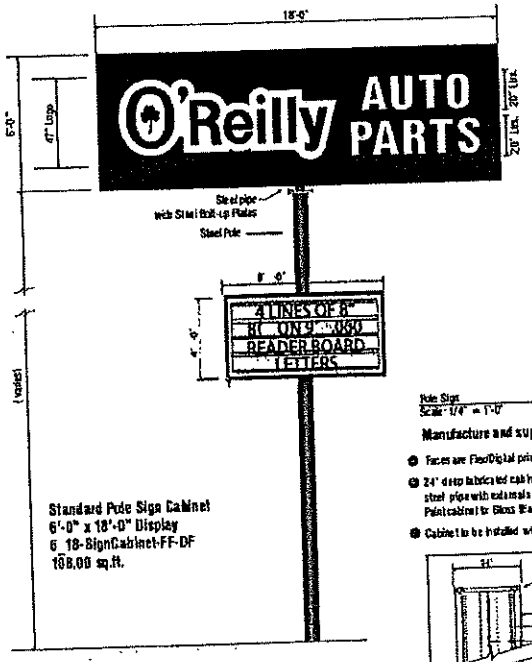
EXHIBIT D-2

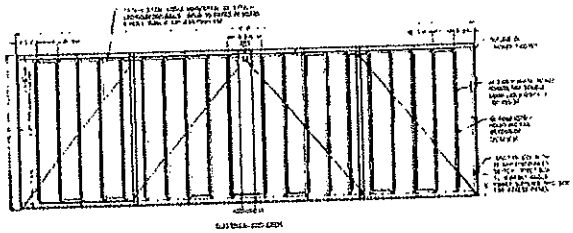


Sample Store Front LayoutNTS

*NTS

EXHIBIT D-3



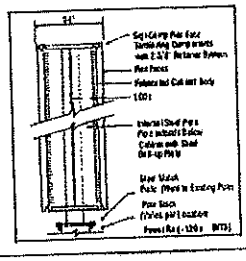


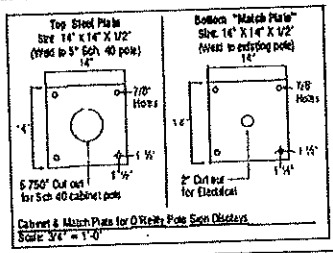
- GE-Tetra PowerStrip DS White LED's. Part #GEDS71-2 (7100K) 14 LED's per module (7 LED's per side) on GE-Tetra Mounting Rails. Part #GEDSRL58. Rails on 10" centers. 100 total modules
- GE-Tetra Power Supplies. Part # DEPS24-100S-NA 24 Volt 100-277VAC 50/60HZ Load capacity, 16 modules max per power supply Total of seven (7) per display
- Fabricated aluminum internal power supply wireway

Flex Face
Pole Sign 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.

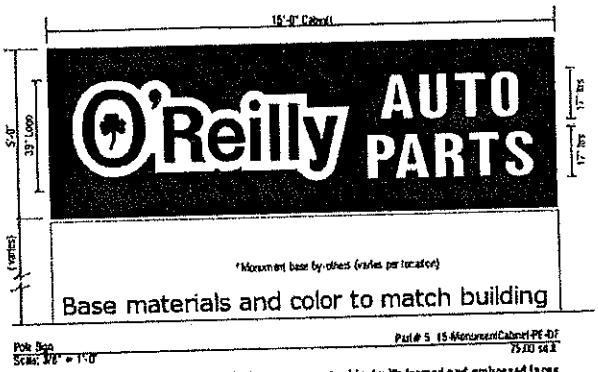
- Faces are FlexDigital print. Face graphics to match PMS 200c Red, PMS 342c Green, Black and White
- 24" deep fabricated cabinet with SignComp flex face tensioning components and 2 3/8" retainer system internal steel pipe with external steel bolt-up plate(s) for C-150 load ratings. Vertical GE (GEDS71-2) White DS LED illumination. Paint cabinet to Gloss Black.
- Cabinet to be installed with bolt-up plate(s). Paint to Gloss Black





Cabinet & Match Plate for O'Reilly Pole Sign Displays
Scale: 3/4" = 1'-0"

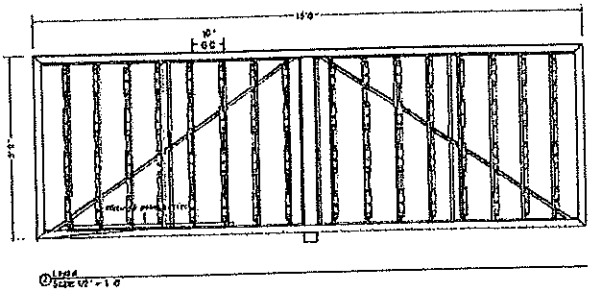
EXHIBIT D-4



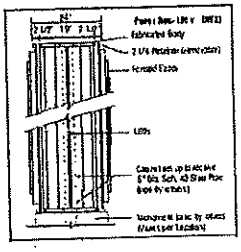
Manufacture and supply one (1) new d/f illum. monument cabinet with formed and embossed faces.

- 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 (GEWHOSP56) White DS LED illumination. Paint cabinet to: Gloss Black. Internal pipe/cabinet exposure rated at: C10

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



- 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 #GEWHOSP56 (71809) 6 LED's per module (3 LED's per side) on GE-Tetra Mounting Rails. Part # GE0SR6.0R. Rails on 10" centers. 64 total modules.
- GE-Tetra Power Supplies. Part #GEPS24-100U 24 Volt 96-240VAC 50/60HZ Load capacity: 10 modules per power supply. Total of four (4) per display.
- Fabricated aluminum internal power supply wireway.



Parcel ID: _____
Returned to/Prepared by:
O'Reilly Auto Enterprises, LLC.
Attn: Property Management
RE Portfolio Specialist
233 South Patterson
Springfield, MO 65802

EXHIBIT I

MEMORANDUM OF LEASE

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

1. Landlord: 6S ORLY COAL CITY IL, LLC, with principal offices at: 17311 Dallas Parkway, Suite 220, Dallas, TX 75248

2. Tenant: O'Reilly Auto Enterprises, LLC, with principal offices at: 233 S. Patterson, Springfield, MO 65802.

3. Leased premises located at 860 E. Division Street, Coal City, IL.

4. Term of Lease: Lease shall be and is for a period of fifteen (15) years, commencing on upon 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").

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: Landlord agrees to prohibit the sale, use, or lease of any portion of Landlord's remaining property 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 _____ day of _____, 20__.

LANDLORD:
6S ORLY COAL CITY IL, LLC

_____
By: Jordan Amyx
Its: Managing Member

TENANT:
O'Reilly Auto Enterprises, LLC

_____
By: Scott Kraus
Its: Senior Vice President

STATE OF _____)
) ss
COUNTY OF _____)

On the _____ day of _____, 2021, before me, a notary public in and for said state, personally appeared _____, 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.

_____ _____
My Commission Expires: Notary Public

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On the _____ day of _____, 2021, 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.

_____ _____
My Commission Expires: Notary Public

EXHIBIT J

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into as of the _____ day of _____, _____ by and among 6S ORLY COAL CITY IL, LLC, or its successors and assigns, ("Landlord"), O'Reilly Auto Enterprises, LLC ("Tenant"), and Chicago Title Insurance, ("Escrow Agent").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Build to Suit Lease Agreement dated the _____ day of _____, _____, collectively, hereinafter the "Lease," pursuant to which Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord the premises located at 860 E. Division Street, Coal City, IL, (the "Demised Premises"), as more particularly described in the Lease; and

WHEREAS, the parties hereto desire to enter into this Escrow Agreement to reflect the understandings of the parties hereto under the Lease as to the dispositions retainage funds that are to be deposited by Landlord with Escrow Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Escrow Funds.** Landlord has placed in escrow with Escrow Agent the amount of One Hundred Sixty Six Thousand Eighty Five and 97/100 Dollars ($166,085.97) (such funds, together with any interest earned thereon, being hereinafter referred to as the "Escrow Funds"). The Escrow Funds will be held and disbursed by Escrow Agent only upon written receipt from all parties.

2. **Interpleader.** The Escrow Funds will be disbursed by Escrow Agent upon the joint written instructions of Landlord and Tenant. For this purpose, if the Landlord or the Tenant fails to give notice of objection to the other party and to the Escrow Agent within five (5) business days of receipt of a request from the other party for the Escrow Agent to disburse all or any part of the Escrow Funds, then the party failing to so give notice of objection will be deemed to have participated with the other party in giving joint instructions to the Escrow Agent. Notwithstanding the preceding language to the contrary, in the event the TSI Estimate exceeds the actual amount of the TSI, any remaining amount held in escrow shall be disbursed to Tenant. In the event of a dispute as to the disposition by Escrow Agent of any portion of the Escrow Funds, which dispute is not resolved within a reasonable time, Escrow Agent will have the right to deposit with the Grundy County Court, Coal City, IL, the portion of the Escrow Funds that is in dispute to request that the court determine the disposition of the funds so deposited. Landlord and Tenant agree that the Escrow Funds are being held in accordance with Section 2.3 of the Lease.

3. **Fees.** Escrow Agent shall receive Three Hundred and 00/100 Dollars ($300.00) in connection with its rendering of services as escrow agent, to be paid by Landlord, pursuant to the terms of this Escrow Agreement in the event the transactions contemplated by the Lease close in accordance with the terms thereof.

4. **Expenses of Escrow Agent.** Escrow Agent will be entitled to be reimbursed for all costs, including reasonable attorney's fees, incurred by Escrow Agent in connection with any interpleader action filed by Escrow Agent under Section 2 of this Escrow Agreement. Said expenses shall be paid to Escrow Agent by the non-prevailing party.

5. **Actions of the Escrow Agent.** Escrow Agent will not be liable for any error of judgment or for any act done or omitted by it in good faith. Escrow Agent will be entitled to be reimbursed for all costs, including reasonable attorney's fees, incurred in connection with successfully defending any action brought against it by Landlord or Tenant.

6. **Execution.** This Escrow Agreement may be executed in three or more counterparts, each of which will be deemed to be an original agreement, but all of which will constitute one and the same document. This Escrow Agreement may be executed in separate counterparts by the parties, with the same effect as if all parties executed the same counterpart. A counterpart executed by a party and transmitted by facsimile to the other parties will have the same effect as delivery of the original counterpart.

7. **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date first written above.

LANDLORD:
6S ORLY COAL CITY IL, LLC
17311 Dallas Parkway, Suite 220
Dallas, TX 75248

_____

BY: _____
Jordan Amyx

TENANT:

O'REILLY AUTO ENTERPRISES, LLC
233 S. Patterson Avenue
Springfield, MO 65802

BY: _____
Scott Kraus

ESCROW AGENT:

CHICAGO TITLE INSURANCE
Two Gateway Center, 19th Floor
603 Stanwix Street
Pittsburgh, PA 15222-1402

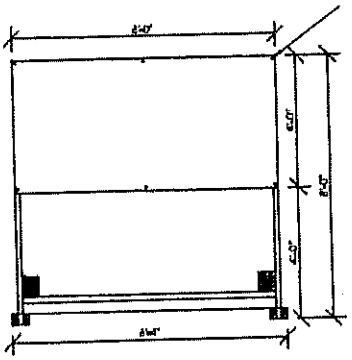
By: _____
Meghan Gray

DATE:_____, ____

EXHIBIT K

Coming Soon...
O'Reilly AUTO PARTS
FOR EMPLOYMENT VISIT www.oreillyauto.com
For more information call 1-888-ORELLY

EXHIBIT K



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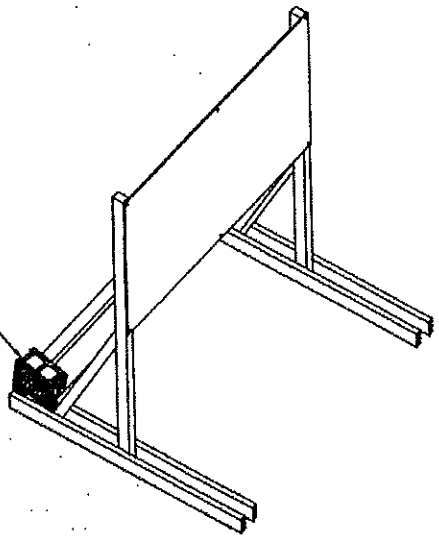

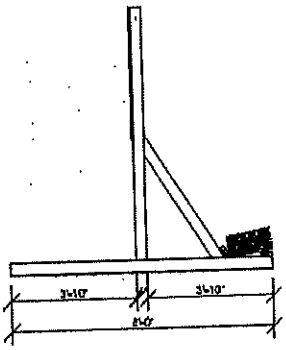

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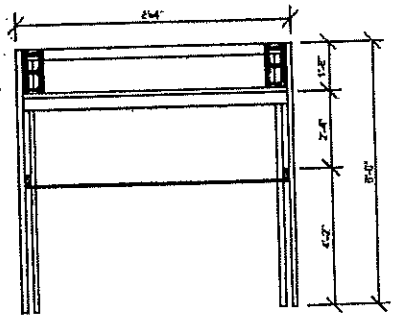

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EXHIBIT D

Schedule of Anticipated TIF Eligible Costs

Site Acquisition	**$135,000.00**
Demolition of Buildings	**$40,000.00**
Site Preparation	**$100,000.00**
Public Infrastructure Improvements (water, sanitary sewer, storm sewer, sidewalks)	**$**
Professional Fees (architectural, legal, engineering, financial)	**$**
TOTAL ANTICIPATED TIF-ELIGIBLE PROJECT COSTS*	**$275,000.00**

*The Village's reimbursement of Eligible Project Costs to the Developer shall not exceed $125,000.00, as set forth in this Agreement.

EXHIBIT E

Certificate of Reimbursable Project Costs

APPENDED ON FOLLOWING PAGES

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

The undersigned Jordan Amy X, being first duly sworn, on oath states as follows:

1. I am the Managing Member [title] of 6S ORLY Coal City IL LLC, ("***Developer***") and I am authorized by the Developer to make the following representations on behalf of the Developer to the Village of Coal City (the "***Village***") for the purpose of inducing the Village to make certain payments to Developer, as hereafter set forth.

2. I hereby certify that the costs set forth on Schedule A hereto have been incurred by Developer in connection with Developer's performance of its obligations under the Economic Incentive and Tax Increment Allocation Financing Redevelopment Agreement dated May 25, 2021 (the "***RDA***"), and that such costs are eligible for payment from the Village's Special Tax Allocation Fund in connection with the redevelopment project described in the RDA.

3. I hereby certify that: i) the Developer has reviewed all costs for which payment is sought; ii) the Developer has reviewed the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, *et seq.*) (the "***Act***") and understands what costs are eligible for reimbursement; and iii) the Developer has determined, with the assistance of its counsel, that all costs for which payment is sought are eligible for reimbursement under the Act and the RDA.

4. I hereby certify the Developer has neither previously requested nor received payment from the Village for any of the costs Developer now seeks reimbursement for.

5. I hereby certify that all statements and representations made by the Developer within the RDA are accurate and correct, and hereby restate all of the same as of the date of this Certificate of Reimbursable Project Costs.

6. I hereby certify that the Developer is in full compliance with the RDA.

7. I hereby certify that the information provided in and accompanying this Certificate is complete and accurate.

Dated May 24, 2021

6S ORLY Coal City II LLC
a Delaware limited liability company

By: _____

Its: Managing Member

Subscribed and sworn to before me

this 24th day of May, 2021

_____
Notary Public

ASHLEY A. MINES
My Notary ID # 130551641
Expires February 23, 2024

Schedule A

REQUEST FOR REIMBURSEMENT NO. _____

1. PAYMENT DUE TO: 6S ORLY Coal City IL LLC

2. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF-Eligible Project Cost	**Amount**
TOTAL	**$**

EXHIBIT F

Recoverable Costs Agreement

ATTACHED ON FOLLOWING PAGES.

RECOVERABLE COSTS AGREEMENT

THIS RECOVERABLE COSTS AGREEMENT ("***Agreement***") is made and entered into this 25th day of May 2021, by and between the **VILLAGE OF COAL CITY**, an Illinois municipal corporation ("***Village***"), and **6S ORLY COAL CITY IL LLC**, a Delaware limited liability company with offices at 427 N. Tatnall Street, Suite 47933, Wilmington, DE 19801 ("***Developer***").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement the parties agree as follows:

Section 1. RECITALS.

A. The Developer desires to secure Village approval of its application for variances and for other development approvals related to its proposed development of a commercial property. the utilization of a retail property.

B. Any review, negotiation, inspection, and possible approval of the Developer's project may require the Village to engage and use the services of its own staff, as well as the Village Attorney, the Village Engineer, and other outside retained consultants, and may also result in the Village incurring other costs, fees, and charges.

C. Chapter 157 of the Village of Coal City Code of Ordinances, as amended ("***Cost Recovery Ordinance***"), establishes that every petition or application filed and processed pursuant to any Village code, ordinance, rule, or regulation, including, without limitation, any such petition or application filed under the Zoning Code or Subdivision Regulations, that requires the Village to incur any fees, costs, expenses, or charges shall be considered "Recoverable Costs" as that term is defined in Section 157-1 shall be paid for by the Developer.

Section 2. PROFESSIONAL FEES.

A. The Developer shall pay to the Village any and all "Recoverable Costs", as that term is defined in the Cost Recovery Ordinance and also set forth in Subsection 2.B of this Agreement, incurred by the Village in conjunction with the Developer's project from this date through the application's final approved buildout as determined by the Village.

B. Recoverable Costs shall, without limitation, include those fees, costs, expenses, or charges for:

1. Legal notice publication;
2. Village attorney time and services;
3. Village engineer time and services;
4. Other professional and technical consultant time and services;
5. Document preparation, negotiation, and review;
6. Document recordation and filing;
7. Mailing, messenger, or other expedited document delivery services;
8. Court reporter; and
9. Proof of ownership title searches.

Recoverable Costs shall be in addition to any and all other fees, charges, or penalties established by the Village under any code, ordinance, rule, or regulation.

Section 3. VILLAGE SECURITY.

Concurrent with the execution of this Agreement, the Developer shall post as security with the Village the sum of $2,000, which shall be deposited into a recoverable cost escrow account. The Village is specifically authorized to apply this security in payment of such fees.

Section 4. COOPERATION.

The Developer shall fully cooperate with the Village, its officials and independent professional staff with respect to its project.

Section 5. REPRESENTATION OF VILLAGE ONLY.

The Developer acknowledges that the Village's in-house and independent professional staff solely represent the Village and the Village's interest and do not represent the Developer in any way whatsoever.

Section 6. CONFLICT.

If the terms and provisions of this Agreement conflict with any code, ordinance, rule, or regulation of the Village or other agreement between the parties, the terms and provisions of this Agreement shall control any other such terms and provisions.

Section 7. ATTORNEY' S FEES.

In the event any suit is brought to enforce or which otherwise affects this Agreement or any of its provisions, the Developer, in addition to all other costs, shall pay the Village's attorneys' fees, expert witness fees, costs, and expenses associated with such litigation.

Section 8. SEVERABILITY.

The invalidity of any paragraph or subparagraph of this Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by a court of competent jurisdiction.

Section 9. NOTICE.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("***e-mail***"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid only to

the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 15.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Coal City
515 South Broadway
Coal City, IL 60416
Attention: Village Administrator

Notices and communications to the Developer shall be addressed to, and delivered at, the following address:

Jordan Amyx
6S Development LLC
18333 Preston Rd.
Suite 500
Dallas, TX 75252
Jamyx@6sdevelopment.net

Section 10. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations, warranties or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.

IN WITNESS WHEREOF, the parties have thereto set their hands on the date first above written.

ATTEST:

By: Pamela M. McGuire
Village Clerk

VILLAGE OF COAL CITY

By:
Village Administrator

ATTEST:

By: Ashley A Mines

Its: Notary Public

6S ORLY Coal City IL LLC

By:

Its Managing Member

ASHLEY A. MINES
My Notary ID # 130551641
Expires February 23, 2024