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RESTRICTIVE COVENANT

Under a contract dated as of the 3rd day of April, 2012, **HOWARD J. SKORKA and SUSAN L. SKORKA, AS TRUSTEES OF THE SKORKA LIVING TRUST, DATED OCTOBER 10, 2000**, ("Grantors") agreed to convey to **O'REILLY AUTOMOTIVE STORES, INC.**, a Missouri corporation ("**Grantee**") a parcel of real estate described in the attached **Exhibit "A"** (the "O'Reilly Property").

One of the terms that the contract required the Grantors to record a Restrictive Covenant affecting the use of Grantors' other properties on West 133rd Avenue in Cedar Lake, Lake County, Indiana.

NOW, THEREFORE, in consideration of the terms and conditions contained in that contract, Grantors promise and declare that the property described on the attached **Exhibit "B"** (the "Grantors' Properties") shall not be used for the sale, lease, or use by an auto parts company other than O'Reilly or its related subsidiaries and affiliates. This restriction shall include, but not be limited to, such companies as AutoZone, Advanced Auto Parts, CarQuest, NAPA and Pep Boys and their related entities, successors and assignees, or any other company which has as its primary business function being the sale and supply of wholesale and/or retail auto parts, for a term of ten (10) years. The term "primary business function" means a business that identifies itself and its principle function as an automotive wholesaler and/or retail seller. This includes businesses that have as an ancillary component to its business, an area greater than twenty-five percent (25%) of the net sales floor area dedicated to the wholesale and/or retail sale of automotive parts and accessories; however, the definition excludes businesses that sell automotive parts and/or accessories with a net sales floor area that is less than Five Hundred (500) square feet.

This restriction shall run with the Grantor's Property and shall be binding upon the Grantors and every successor owner of the Grantors' Property, until expiration pursuant to the provisions herein.

This restriction shall not be modified or terminated without the written consent and agreement of Grantee, properly filed of record.

IN WITNESS WHEREOF, the Grantors have executed this instrument as of the date first set forth above.

[SIGNATURES ON NEXT PAGE]

FILED
24074 JUN 21 2012

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

AMOUNT \$ 16
CASH _____ CHARGE _____
CHECK # 10855
OVERAGE _____
COPY _____
NON-COM
CLERK aw

2012 JUN 14 5:52

STATE OF INDIANA
LAKE COUNTY
FILED
JUN 14 2012

SKORKA LIVING TRUST,
DATED OCTOBER 10, 2000.

BY: Howard J. Skorka trustee
Howard J. Skorka, Trustee

BY: Susan L. Skorka trustee
Susan L. Skorka, Trustee

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of April, 2012, personally appeared **HOWARD J. SKORKA** and **SUSAN L. SKORKA**, individually as to their Life Estates, and as Trustees of the Skorka Living Trust, dated October 10, 2000, and acknowledged the execution of the foregoing Deed In Witness Whereof, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires
SUZANNE DOUD
NOTARY PUBLIC
SEAL
Lake County, State of Indiana
My Commission Expires
November 20, 2019

Suzanne Doud
Notary Public
Resident of Lake County, Indiana

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Craig A. Smith, O'Reilly Automotive, Inc., P O Box 1156 Springfield, MO 65801, ph. 417-829-5721, fax 417-829-5726

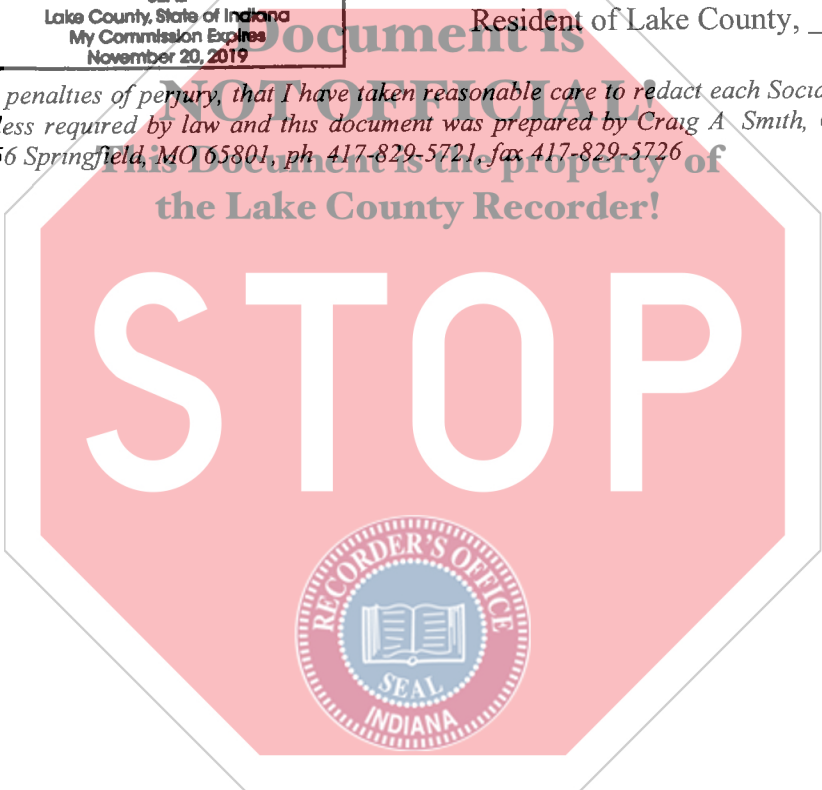


EXHIBIT B

GRANTORS' PROPERTY

East 9720 West 133rd Street Parcel

The East 110 feet of the following described parcel: Part of the Southeast Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian in the Town of Cedar Lake, Lake County, Indiana, described as follows: Beginning at a point on the South Line of Section 21, which is 550 West of the Southeast corner of said Section 21, thence Westerly, along said South line, 280 feet, thence North parallel with the East line of said Section, 180 feet, thence Easterly parallel with the said south line 280 feet, thence Southerly 180 feet, more or less, to the place of beginning; except for the South 40 feet of the West 110 feet of the East 600 feet of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, all in the Town of Cedar Lake, Lake County, Indiana, containing 0.101 acres more or less.

Commonly known as: 9720 West 133rd Street, Cedar Lake, Indiana
Parcel Number: 45-15-21-476-009.000-014

West 9720 West 133rd Street Parcel

Part of the Southeast Quarter of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at a point on the South line of Section 21 which is 550 feet West of the Southeast corner of said Section 21; thence Westerly along said South Line 280 feet; then North parallel with the East line of said Section, 180 feet; thence Southerly 180 feet to the place of beginning, excepting therefrom the East 110 feet; except for the South 40 feet of the West 170 feet of the East 830 feet of Section 21, Township 34 North, Range 9 West of the Second Principal Meridian, all in the Town of Cedar Lake, Lake County, Indiana, containing 0.156 acres more or less.

Commonly known as: West of 9720 West 133rd Street, Cedar Lake, Indiana
Parcel Number: 45-15-21-476-010.000-014

