

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2020

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

O'REILLY AUTOMOTIVE, INC.

(Exact name of registrant as specified in its charter)

Missouri

(State or other jurisdiction of
incorporation or organization)

000-21318

Commission file number

27-4358837

(I.R.S. Employer Identification No.)

**233 South Patterson Avenue
Springfield, Missouri 65802**

(Address of principal executive offices, Zip code)

(417) 862-6708

(Registrant's telephone number, including area code)

Not applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Trading Symbol(s)</u>	<u>Name of Each Exchange on which Registered</u>
Common Stock \$0.01 par value	ORLY	The NASDAQ Stock Market LLC (NASDAQ Global Select Market)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>	Emerging growth company	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of the latest practicable date: Common stock, \$0.01 par value - 74,064,777 shares outstanding as of August 3, 2020.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
FORM 10-Q
FOR THE QUARTER ENDED JUNE 30, 2020
TABLE OF CONTENTS

	Page
PART I - FINANCIAL INFORMATION	2
ITEM 1 - FINANCIAL STATEMENTS (UNAUDITED)	2
Condensed Consolidated Balance Sheets	2
Condensed Consolidated Statements of Income	3
Condensed Consolidated Statements of Comprehensive Income	4
Condensed Consolidated Statements of Shareholders' Equity	5
Condensed Consolidated Statements of Cash Flows	6
Notes to Condensed Consolidated Financial Statements	7
ITEM 2 - MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	17
ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	26
ITEM 4 - CONTROLS AND PROCEDURES	26
PART II - OTHER INFORMATION	28
ITEM 1 - LEGAL PROCEEDINGS	28
ITEM 1A - RISK FACTORS	28
ITEM 2 - UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	28
ITEM 6 - EXHIBITS	29
SIGNATURE PAGES	30

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	June 30, 2020	December 31, 2019
	(Unaudited)	(Note)
Assets		
Current assets:		
Cash and cash equivalents	\$ 872,423	\$ 40,406
Accounts receivable, net	243,660	214,915
Amounts receivable from suppliers	86,513	79,492
Inventory	3,528,683	3,454,092
Other current assets	53,206	44,757
Total current assets	4,784,485	3,833,662
Property and equipment, at cost	6,403,936	6,191,427
Less: accumulated depreciation and amortization	2,365,453	2,243,224
Net property and equipment	4,038,483	3,948,203
Operating lease, right-of-use assets	1,926,270	1,928,369
Goodwill	872,997	936,814
Other assets, net	106,300	70,112
Total assets	\$ 11,728,535	\$ 10,717,160
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	\$ 3,936,400	\$ 3,604,722
Self-insurance reserves	90,890	79,079
Accrued payroll	107,116	100,816
Accrued benefits and withholdings	140,446	98,539
Income taxes payable	91,797	—
Current portion of operating lease liabilities	318,601	316,061
Other current liabilities	336,886	270,210
Total current liabilities	5,022,136	4,469,427
Long-term debt	4,127,397	3,890,527
Operating lease liabilities, less current portion	1,652,284	1,655,297
Deferred income taxes	155,530	133,280
Other liabilities	182,088	171,289
Shareholders' equity:		
Common stock, \$0.01 par value:		
Authorized shares – 245,000,000		
Issued and outstanding shares –		
74,097,706 as of June 30, 2020, and		
75,618,659 as of December 31, 2019	741	756
Additional paid-in capital	1,289,976	1,280,760
Retained deficit	(679,506)	(889,066)
Accumulated other comprehensive (loss) income	(22,111)	4,890
Total shareholders' equity	589,100	397,340
Total liabilities and shareholders' equity	\$ 11,728,535	\$ 10,717,160

Note: The balance sheet at December 31, 2019, has been derived from the audited consolidated financial statements at that date but does not include all of the information and footnotes required by United States generally accepted accounting principles for complete financial statements.

See accompanying Notes to condensed consolidated financial statements.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In thousands, except per share data)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Sales	\$ 3,091,595	\$ 2,589,874	\$ 5,568,082	\$ 5,000,482
Cost of goods sold, including warehouse and distribution expenses	1,454,415	1,221,587	2,634,996	2,352,905
Gross profit	1,637,180	1,368,287	2,933,086	2,647,577
Selling, general and administrative expenses	900,690	870,213	1,773,035	1,704,717
Operating income	736,490	498,074	1,160,051	942,860
Other income (expense):				
Interest expense	(41,723)	(34,538)	(81,109)	(68,829)
Interest income	635	603	1,310	1,157
Other, net	5,008	832	(182)	3,935
Total other expense	(36,080)	(33,103)	(79,981)	(63,737)
Income before income taxes	700,410	464,971	1,080,070	879,123
Provision for income taxes	168,743	111,290	247,965	204,290
Net income	\$ 531,667	\$ 353,681	\$ 832,105	\$ 674,833
<i>Earnings per share-basic:</i>				
Earnings per share	\$ 7.16	\$ 4.56	\$ 11.15	\$ 8.65
Weighted-average common shares outstanding – basic	74,205	77,613	74,611	78,047
<i>Earnings per share-assuming dilution:</i>				
Earnings per share	\$ 7.10	\$ 4.51	\$ 11.06	\$ 8.56
Weighted-average common shares outstanding – assuming dilution	74,833	78,412	75,246	78,854

See accompanying Notes to condensed consolidated financial statements.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(In thousands)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Net income	\$ 531,667	\$ 353,681	\$ 832,105	\$ 674,833
Other comprehensive income (loss):				
Foreign currency translation adjustments	3,645	—	(27,001)	—
Total other comprehensive income (loss)	3,645	—	(27,001)	—
Comprehensive income	<u>\$ 535,312</u>	<u>\$ 353,681</u>	<u>\$ 805,104</u>	<u>\$ 674,833</u>

See accompanying Notes to condensed consolidated financial statements.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(Unaudited)
(In thousands)

For the Three Months Ended June 30, 2020

	Common Stock		Additional	Retained	Accumulated	
	Shares	Par Value	Paid-In	Deficit	Other	Total
			Capital		Comprehensive	
					Income (Loss)	
Balance at March 31, 2020	74,199	\$ 742	\$ 1,271,250	\$ (1,137,392)	\$ (25,756)	\$ 108,844
Net income	—	—	—	531,667	—	531,667
Total other comprehensive income	—	—	—	—	3,645	3,645
Issuance of common stock under employee benefit plans, net of forfeitures and shares withheld to cover taxes	15	—	4,818	—	—	4,818
Net issuance of common stock upon exercise of stock options	69	1	11,846	—	—	11,847
Share based compensation	—	—	5,254	—	—	5,254
Share repurchases, including fees	(185)	(2)	(3,192)	(73,781)	—	(76,975)
Balance at June 30, 2020	74,098	\$ 741	\$ 1,289,976	\$ (679,506)	\$ (22,111)	\$ 589,100

For the Six Months Ended June 30, 2020

	Common Stock		Additional	Retained	Accumulated	
	Shares	Par Value	Paid-In	Deficit	Other	Total
			Capital		Comprehensive	
					Income (Loss)	
Balance at December 31, 2019	75,619	\$ 756	\$ 1,280,760	\$ (889,066)	\$ 4,890	\$ 397,340
Net income	—	—	—	832,105	—	832,105
Total other comprehensive loss	—	—	—	—	(27,001)	(27,001)
Issuance of common stock under employee benefit plans, net of forfeitures and shares withheld to cover taxes	27	—	8,922	—	—	8,922
Net issuance of common stock upon exercise of stock options	121	2	17,981	—	—	17,983
Share-based compensation	—	—	10,778	—	—	10,778
Share repurchases, including fees	(1,669)	(17)	(28,465)	(622,545)	—	(651,027)
Balance at June 30, 2020	74,098	\$ 741	\$ 1,289,976	\$ (679,506)	\$ (22,111)	\$ 589,100

For the Three Months Ended June 30, 2019

	Common Stock		Additional	Retained	Accumulated	
	Shares	Par Value	Paid-In	Deficit	Other	Total
			Capital		Comprehensive	
					Income	
Balance at March 31, 2019	78,262	\$ 783	\$ 1,268,032	\$ (896,450)	\$ —	\$ 372,365
Net income	—	—	—	353,681	—	353,681
Issuance of common stock under employee benefit plans, net of forfeitures and shares withheld to cover taxes	13	—	4,281	—	—	4,281
Net issuance of common stock upon exercise of stock options	48	—	7,973	—	—	7,973
Share based compensation	—	—	5,243	—	—	5,243
Share repurchases, including fees	(1,633)	(16)	(26,599)	(572,246)	—	(598,861)
Balance at June 30, 2019	76,690	\$ 767	\$ 1,258,930	\$ (1,115,015)	\$ —	\$ 144,682

For the Six Months Ended June 30, 2019

	Common Stock		Additional	Retained	Accumulated	
	Shares	Par Value	Paid-In	Deficit	Other	Total
			Capital		Comprehensive	
					Income	
Balance at December 31, 2018	79,044	\$ 790	\$ 1,262,063	\$ (909,186)	\$ —	\$ 353,667
Cumulative effective adjustment from adoption of ASU 2016-02	—	—	—	(1,410)	—	(1,410)
Net income	—	—	—	674,833	—	674,833
Issuance of common stock under employee benefit plans, net of forfeitures and shares withheld to cover taxes	25	—	8,053	—	—	8,053
Net issuance of common stock upon exercise of stock options	181	2	19,926	—	—	19,928
Share-based compensation	—	—	10,328	—	—	10,328
Share repurchases, including fees	(2,560)	(25)	(41,440)	(879,252)	—	(920,717)
Balance at June 30, 2019	76,690	\$ 767	\$ 1,258,930	\$ (1,115,015)	\$ —	\$ 144,682

See accompanying Notes to condensed consolidated financial statements.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In thousands)

	For the Six Months Ended June 30,	
	2020	2019 (Note)
Operating activities:		
Net income	\$ 832,105	\$ 674,833
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization of property, equipment and intangibles	151,873	132,275
Amortization of debt discount and issuance costs	2,152	1,887
Deferred income taxes	14,987	8,364
Share-based compensation programs	11,480	11,015
Other	1,906	4,277
Changes in operating assets and liabilities:		
Accounts receivable	(34,966)	(74,978)
Inventory	(78,086)	(69,103)
Accounts payable	334,503	138,522
Income taxes payable	210,855	(833)
Other	112,269	20,745
Net cash provided by operating activities	<u>1,559,078</u>	<u>847,004</u>
Investing activities:		
Purchases of property and equipment	(244,471)	(295,608)
Proceeds from sale of property and equipment	4,846	3,138
Investment in tax credit equity investments	(95,292)	(1,717)
Other	(311)	839
Net cash used in investing activities	<u>(335,228)</u>	<u>(293,348)</u>
Financing activities:		
Proceeds from borrowings on revolving credit facility	1,162,000	1,629,000
Payments on revolving credit facility	(1,423,000)	(1,760,000)
Proceeds from the issuance of long-term debt	499,795	499,955
Payment of debt issuance costs	(3,840)	(3,988)
Repurchases of common stock	(651,027)	(920,717)
Net proceeds from issuance of common stock	25,593	26,778
Other	(253)	(190)
Net cash used in financing activities	<u>(390,732)</u>	<u>(529,162)</u>
Effect of exchange rate changes on cash	(1,101)	—
Net increase in cash and cash equivalents	832,017	24,494
Cash and cash equivalents at beginning of the period	40,406	31,315
Cash and cash equivalents at end of the period	<u>\$ 872,423</u>	<u>\$ 55,809</u>
Supplemental disclosures of cash flow information:		
Income taxes paid	\$ 20,187	\$ 194,503
Interest paid, net of capitalized interest	73,091	64,201

Note: Certain prior period amounts have been reclassified to conform to current period presentation.

See accompanying Notes to condensed consolidated financial statements.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)
June 30, 2020

NOTE 1 – BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements of O'Reilly Automotive, Inc. and its subsidiaries (the "Company" or "O'Reilly") have been prepared in accordance with United States generally accepted accounting principles ("U.S. GAAP") for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Operating results for the three and six months ended June 30, 2020, are not necessarily indicative of the results that may be expected for the year ended December 31, 2020. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2019.

Certain prior period amounts have been reclassified to conform to current period presentation. These reclassifications had no effect on reported totals for assets, liabilities, shareholders' equity, cash flows or net income.

Principles of consolidation:

The condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All inter-company balances and transactions have been eliminated in consolidation.

Variable Interest Entities:

The Company invests in certain tax credit funds that promote renewable energy. These investments generate a return primarily through the realization of federal tax credits and other tax benefits. The Company accounts for the tax attributes of its renewable energy investments using the deferral method. Under this method, realized investment tax credits and other tax benefits are recognized as a reduction of the renewable energy investments.

The Company determined its investment in these tax credit funds was an investment in a variable interest entity ("VIE"). The Company analyzes any investments in VIEs at inception and again if certain triggering events are identified to determine if it is the primary beneficiary. The Company considers a variety of factors in identifying the entity that holds the power to direct matters that most significantly impact the VIE's economic performance including, but not limited to, the ability to direct financing, leasing, construction and other operating decisions and activities. As of June 30, 2020, the Company invested in two unconsolidated tax credit fund entities that were considered to be VIEs and concluded it was not the primary beneficiary of either entity, as it did not have the power to control the activities that most significantly impact the entities, and has accounted for these investments using the equity method. The Company's maximum exposure to losses associated with these VIEs is limited to its net investment, which was \$14.3 million as of June 30, 2020, and was included in "Other assets, net" on the accompanying Condensed Consolidated Balance Sheets.

NOTE 2 – BUSINESS COMBINATION

After the close of business on November 29, 2019, the Company completed the acquisition of Mayoreo de Autopartes y Aceites, S.A. de C.V. ("Mayasa"), a specialty retailer of automotive aftermarket parts headquartered in Guadalajara, Jalisco, Mexico pursuant to a stock purchase agreement. The results of Mayasa's operations have been included in the Company's condensed consolidated financial statements beginning from the date of acquisition. Pro forma results of operations related to the acquisition of Mayasa are not presented as Mayasa's results are not material to the Company's results of operations.

The Company's preliminary assessment resulted in the initial recognition of \$128.1 million of goodwill and intangible assets included in "Goodwill" on the accompanying Condensed Consolidated Balance Sheets as of December 31, 2019.

The purchase price allocation process, consisting of collecting data and information to enable the Company to value the identified assets acquired and liabilities assumed as a result of the business combination, remains preliminary. During the second quarter of 2020, the Company updated the purchase price assessment to make preliminary allocations for certain separately identifiable intangible assets. Separately identifiable intangible assets, arising as a result of the business combination, include \$36.0 million of indefinite lived trade names and trademarks and \$22.3 million of finite lived intangible assets, primarily consisting of other trade names and trademarks, non-complete agreements, customer relationships and internal use software. Residual goodwill of \$75.6 million was recorded as of the acquisition date, as a result of the updated purchase price allocation. Goodwill generated from this acquisition is not amortizable for tax purposes.

NOTE 3 – FAIR VALUE MEASUREMENTS

The Company uses the fair value hierarchy, which prioritizes the inputs used to measure the fair value of certain of its financial instruments. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement). The Company uses the income and market approaches to determine the fair value of its assets and liabilities. The three levels of the fair value hierarchy are set forth below:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity can access at the measurement date.
- Level 2 – Inputs other than quoted prices in active markets included within Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3 – Unobservable inputs for the asset or liability.

Financial assets and liabilities measured at fair value on a recurring basis:

The Company invests in various marketable securities with the intention of selling these securities to fulfill its future unsecured obligation under the Company's nonqualified deferred compensation plan. See Note 11 for further information concerning the Company's benefit plans.

The Company's marketable securities were accounted for as trading securities and the carrying amount of its marketable securities were included in "Other assets, net" on the accompanying Condensed Consolidated Balance Sheets as of June 30, 2020, and December 31, 2019. The Company recorded an increase in fair value related to its marketable securities in the amount of \$4.5 million and \$1.0 million for the three months ended June 30, 2020 and 2019, which were included in "Other income (expense)" on the accompanying Condensed Consolidated Statements of Income. The Company recorded a decrease in fair value related to its marketable securities in the amount of \$0.7 million for the six months ended June 30, 2020, and an increase in fair value related to its marketable securities in the amount of \$3.7 million for the six months ended June 30, 2019, which were included in "Other income (expense)" on the accompanying Condensed Consolidated Statements of Income.

The tables below identify the estimated fair value of the Company's marketable securities, determined by reference to quoted market prices (Level 1), as of June 30, 2020, and December 31, 2019 (in thousands):

	June 30, 2020			
	Quoted Priced in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Marketable securities	\$ 33,250	\$ —	\$ —	\$ 33,250

	December 31, 2019			
	Quoted Prices in Active Markets for Identical Instruments (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Marketable securities	\$ 32,201	\$ —	\$ —	\$ 32,201

Non-financial assets and liabilities measured at fair value on a nonrecurring basis:

Certain long-lived non-financial assets and liabilities may be required to be measured at fair value on a nonrecurring basis in certain circumstances, including when there is evidence of impairment. These non-financial assets and liabilities may include assets acquired in a business combination or property and equipment that are determined to be impaired. As of June 30, 2020, and December 31, 2019, the Company did not have any non-financial assets or liabilities that had been measured at fair value subsequent to initial recognition.

Fair value of financial instruments:

The carrying amounts of the Company's senior notes and unsecured revolving credit facility borrowings are included in "Long-term debt" on the accompanying Condensed Consolidated Balance Sheets as of June 30, 2020, and December 31, 2019. See Note 6 for further information concerning the Company's senior notes and unsecured revolving credit facility.

The table below identifies the estimated fair value of the Company's senior notes, using the market approach. The fair value as of June 30, 2020, and December 31, 2019, was determined by reference to quoted market prices of the same or similar instruments (Level 2) (in thousands):

	June 30, 2020		December 31, 2019	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Senior Notes	\$ 4,127,397	\$ 4,605,743	\$ 3,629,527	\$ 3,881,925

The carrying amount of the Company's unsecured revolving credit facility approximates fair value (Level 2), as borrowings under the facility bear variable interest at current market rates.

The accompanying Condensed Consolidated Balance Sheets include other financial instruments, including cash and cash equivalents, accounts receivable, amounts receivable from suppliers and accounts payable. Due to the short-term nature of these financial instruments, the Company believes that the carrying values of these instruments approximate their fair values.

NOTE 4 – ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of the Company's customers to make required payments. The Company considers the following factors when determining if collection is reasonably assured: customer creditworthiness, past transaction history with the customer, current expectations of future economic and industry trends, changes in customer payment terms and management's expectations. Allowances for doubtful accounts are determined based on historical experience and an evaluation of the current composition of accounts receivable. The Company grants credit to certain professional service provider and jobber customers who meet the Company's pre-established credit requirements. Concentrations of credit risk with respect to these receivables are limited because the Company's customer base consists of a large number of small customers, spreading the credit risk across a broad base regarded as a single class of financing receivable by the Company. The Company also controls this credit risk through credit approvals, credit limits and accounts receivable and credit monitoring procedures. Generally, the Company does not require security when credit is granted to customers. Credit is granted to customers on a short-term basis, consisting primarily of daily, weekly or monthly accounts. Credit losses are provided for in the Company's condensed consolidated financial statements and have consistently been within management's expectations.

The Company's allowance for doubtful accounts are included in "Accounts receivable, net" on the accompanying Condensed Consolidated Balance Sheets as of June 30, 2020, and December 31, 2019. The following table identifies the changes in the Company's allowance for doubtful accounts for the six months ended June 30, 2020 (in thousands):

Allowance for doubtful accounts, balance at December 31, 2019	\$	14,417
Reserve accruals		2,889
Uncollectable accounts written-off		(3,703)
Foreign currency translation		(128)
Allowance for doubtful accounts, balance at June 30, 2020	\$	13,475

The Company receives concessions from its suppliers through a variety of programs and arrangements, including allowances for new stores and warranties, volume purchase rebates and co-operative advertising. Co-operative advertising allowances that are incremental to the Company's advertising program, specific to a product or event and identifiable for accounting purposes are reported as a reduction of advertising expense in the period in which the advertising occurred. All other supplier concessions are recognized as a reduction to the cost of sales. Amounts receivable from suppliers also include amounts due to the Company for changeover merchandise and product returns. The Company regularly reviews supplier receivables for collectability and assesses the need for a reserve for uncollectable amounts based on an evaluation of the Company's suppliers' financial positions and corresponding abilities to meet financial obligations. Management does not believe there is a reasonable likelihood that the Company will be unable to collect the aggregate amounts receivable from suppliers and the Company did not record a reserve for uncollectable amounts from suppliers in the condensed consolidated financial statements as of June 30, 2020, and December 31, 2019.

See Note 14 for further information concerning the Company's adoption of Accounting Standard Codification 326 – Financial Instruments – Credit Losses.

NOTE 5 – LEASES

The Company leases certain office space, retail stores, distribution centers and equipment under long-term, non-cancelable operating leases. The following table summarizes Total lease cost for the three and six months ended June 30, 2020 and 2019, which were primarily included in “Selling, general and administrative expenses” on the accompanying Condensed Consolidated Statements of Income (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Operating lease cost	\$ 83,461	\$ 80,091	\$ 166,656	\$ 158,905
Short-term operating lease cost	941	1,546	2,725	3,604
Variable operating lease cost	20,776	18,885	41,109	37,263
Sublease income	(1,187)	(976)	(2,362)	(1,933)
Total lease cost	\$ 103,991	\$ 99,546	\$ 208,128	\$ 197,839

The following table summarizes other lease related information for the six months ended June 30, 2020:

	For the Six Months Ended June 30,	
	2020	2019
Cash paid for amounts included in the measurement of operating lease liabilities:		
Operating cash flows from operating leases	\$ 165,665	\$ 157,372
Right-of-use assets obtained in exchange for new operating lease liabilities	125,160	79,018

NOTE 6 – FINANCING

The following table identifies the amounts included in “Long-term debt” on the accompanying Condensed Consolidated Balance Sheets as of June 30, 2020, and December 31, 2019 (in thousands):

	June 30, 2020	December 31, 2019
Revolving Credit Facility	\$ —	\$ 261,000
4.875% Senior Notes due 2021, effective interest rate of 4.947%	500,000	500,000
4.625% Senior Notes due 2021, effective interest rate of 4.643%	300,000	300,000
3.800% Senior Notes due 2022, effective interest rate of 3.845%	300,000	300,000
3.850% Senior Notes due 2023, effective interest rate of 3.851%	300,000	300,000
3.550% Senior Notes due 2026, effective interest rate of 3.570%	500,000	500,000
3.600% Senior Notes due 2027, effective interest rate of 3.619%	750,000	750,000
4.350% Senior Notes due 2028, effective interest rate of 4.383%	500,000	500,000
3.900% Senior Notes due 2029, effective interest rate of 3.901%	500,000	500,000
4.200% Senior Notes due 2030, effective interest rate of 4.205%	500,000	—
Principal amount of long-term debt	4,150,000	3,911,000
Less: Unamortized discount and debt issuance costs	22,603	20,473
Long-term debt	\$ 4,127,397	\$ 3,890,527

Unsecured revolving credit facility:

On April 5, 2017, the Company entered into a credit agreement (the “Credit Agreement”). The Credit Agreement provides for a \$1.2 billion unsecured revolving credit facility (the “Revolving Credit Facility”) arranged by JPMorgan Chase Bank, N.A., which is scheduled to mature in April 2022. The Credit Agreement includes a \$200 million sub-limit for the issuance of letters of credit and a \$75 million sub-limit for swing line borrowings under the Revolving Credit Facility. As described in the Credit Agreement governing the Revolving Credit Facility, the Company may, from time to time, subject to certain conditions, increase the aggregate commitments under the Revolving Credit Facility by up to \$600 million, provided that the aggregate amount of the commitments does not exceed \$1.8 billion at any time.

As of June 30, 2020, and December 31, 2019, the Company had outstanding letters of credit, primarily to support obligations related to workers’ compensation, general liability and other insurance policies, in the amounts of \$51.6 million and \$38.9 million, respectively, reducing the aggregate availability under the Credit Agreement by those amounts.

Borrowings under the Revolving Credit Facility (other than swing line loans) bear interest, at the Company's option, at either an Alternate Base Rate or an Adjusted LIBO Rate (both as defined in the Credit Agreement) plus an applicable margin. Swing line loans made under the Revolving Credit Facility bear interest at an Alternate Base Rate plus the applicable margin for Alternate Base Rate loans. In addition, the Company pays a facility fee on the aggregate amount of the commitments under the Credit Agreement in an amount equal to a percentage of such commitments. The interest rate margins and facility fee are based upon the better of the ratings assigned to the Company's debt by Moody's Investor Service, Inc. and Standard & Poor's Ratings Services, subject to limited exceptions. As of June 30, 2020, based upon the Company's current credit ratings, its margin for Alternate Base Rate loans was 0.000%, its margin for Eurodollar Revolving Loans was 0.900% and its facility fee was 0.100%.

The Credit Agreement contains certain covenants, including limitations on subsidiary indebtedness, a minimum consolidated fixed charge coverage ratio of 2.50:1.00 and a maximum consolidated leverage ratio of 3.50:1.00. The consolidated fixed charge coverage ratio includes a calculation of earnings before interest, taxes, depreciation, amortization, rent and non-cash share-based compensation expense to fixed charges. Fixed charges include interest expense, capitalized interest and rent expense. The consolidated leverage ratio includes a calculation of adjusted debt to earnings before interest, taxes, depreciation, amortization, rent and non-cash share-based compensation expense. Adjusted debt includes outstanding debt, outstanding stand-by letters of credit and similar instruments, five-times rent expense and excludes any premium or discount recorded in conjunction with the issuance of long-term debt. In the event that the Company should default on any covenant (subject to customary grace periods, cure rights and materiality thresholds) contained in the Credit Agreement, certain actions may be taken, including, but not limited to, possible termination of commitments, immediate payment of outstanding principal amounts plus accrued interest and other amounts payable under the Credit Agreement and litigation from lenders. As of June 30, 2020, the Company remained in compliance with all covenants under the Credit Agreement.

Senior notes:

On March 25, 2020, the Company issued \$500 million aggregate principal amount of unsecured 4.200% Senior Notes due 2030 ("4.200% Senior Notes due 2030") at a price to the public of 99.959% of their face value with U.S. Bank National Association ("U.S. Bank") as trustee. Interest on the 4.200% Senior Notes due 2030 is payable on April 1 and October 1 of each year, beginning on October 1, 2020, and is computed on the basis of a 360-day year.

The Company has issued a cumulative \$4.2 billion aggregate principal amount of unsecured senior notes, which are due between 2021 and 2030, with UMB Bank, N.A. and U.S. Bank as trustees. Interest on the senior notes, ranging from 3.550% to 4.875%, is payable semi-annually and is computed on the basis of a 360-day year. None of the Company's subsidiaries is a guarantor under the senior notes. Each of the senior notes is subject to certain customary covenants, with which the Company complied as of June 30, 2020.

NOTE 7 – WARRANTIES

The Company provides warranties on certain merchandise it sells with warranty periods ranging from 30 days to limited lifetime warranties. The risk of loss arising from warranty claims is typically the obligation of the Company's suppliers. Certain suppliers provide upfront allowances to the Company in lieu of accepting the obligation for warranty claims. For this merchandise, when sold, the Company bears the risk of loss associated with the cost of warranty claims. Differences between supplier allowances received by the Company, in lieu of warranty obligations and estimated warranty expense, are recorded as an adjustment to cost of sales. Estimated warranty costs, which are recorded as obligations at the time of sale, are based on the historical failure rate of each individual product line. The Company's historical experience has been that failure rates are relatively consistent over time and that the ultimate cost of warranty claims to the Company has been driven by volume of units sold as opposed to fluctuations in failure rates or the variation of the cost of individual claims.

The Company's product warranty liabilities are included in "Other current liabilities" on the accompanying Condensed Consolidated Balance Sheets as of June 30, 2020, and December 31, 2019; the following table identifies the changes in the Company's aggregate product warranty liabilities for the six months ended June 30, 2020 (in thousands):

Warranty liabilities, balance at December 31, 2019	\$	61,069
Warranty claims		(50,598)
Warranty accruals		60,522
Warranty liabilities, balance at June 30, 2020	\$	70,993

NOTE 8 – SHARE REPURCHASE PROGRAM

In January of 2011, the Company's Board of Directors approved a share repurchase program. Under the program, the Company may, from time to time, repurchase shares of its common stock, solely through open market purchases effected through a broker dealer at prevailing market prices, based on a variety of factors such as price, corporate trading policy requirements and overall market conditions. The Company's Board of Directors may increase or otherwise modify, renew, suspend or terminate the share repurchase program at any

time, without prior notice. As announced on February 5, 2020, the Company's Board of Directors approved a resolution to increase the authorization amount under the share repurchase program by an additional \$1.0 billion, resulting in a cumulative authorization amount of \$13.8 billion. The additional authorization is effective for three years, beginning on its respective announcement date. In order to conserve liquidity in response to the novel coronavirus ("COVID-19") pandemic, the Company suspended its share repurchase program on March 16, 2020. The Company continued to evaluate business conditions and its liquidity and, as a result of this evaluation, resumed its share repurchase program on May 29, 2020.

The following table identifies shares of the Company's common stock that have been repurchased as part of the Company's publicly announced share repurchase program for the three and six months ended June 30, 2020 and 2019 (in thousands, except per share data):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Shares repurchased	185	1,633	1,669	2,560
Average price per share	\$ 417.79	\$ 366.76	\$ 390.14	\$ 359.63
Total investment	\$ 76,974	\$ 598,846	\$ 651,011	\$ 920,692

As of June 30, 2020, the Company had \$917.7 million remaining under its share repurchase program. Subsequent to the end of the second quarter and through August 7, 2020, the Company repurchased 0.1 million additional shares of its common stock under its share repurchase program, at an average price of \$423.09, for a total investment of \$35.8 million. The Company has repurchased a total of 77.9 million shares of its common stock under its share repurchase program since the inception of the program in January of 2011 and through August 7, 2020, at an average price of \$165.10, for a total aggregate investment of \$12.9 billion.

NOTE 9 – ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive income (loss) includes adjustments for foreign currency translations. The tables below summarize activity for changes in accumulated other comprehensive income (loss) for the three and six months ended June 30, 2020 (in thousands):

	Foreign Currency ⁽¹⁾	Total Accumulated Other Comprehensive Loss
Accumulated other comprehensive loss, balance at March 31, 2020	\$ (25,756)	\$ (25,756)
Change in accumulated other comprehensive loss	3,645	3,645
Accumulated other comprehensive loss, balance at June 30, 2020	\$ (22,111)	\$ (22,111)

	Foreign Currency ⁽¹⁾	Total Accumulated Other Comprehensive Income (Loss)
Accumulated other comprehensive income, balance at December 31, 2019	\$ 4,890	\$ 4,890
Change in accumulated other comprehensive income	(27,001)	(27,001)
Accumulated other comprehensive loss, balance at June 30, 2020	\$ (22,111)	\$ (22,111)

⁽¹⁾ Foreign currency translation is not shown net of additional U.S. tax, as other basis differences of non-U.S. subsidiaries are intended to be permanently reinvested.

NOTE 10 – REVENUE

The table below identifies the Company's revenues disaggregated by major customer type for the three and six months ended June 30, 2020 and 2019 (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Sales to do-it-yourself customers	\$ 1,853,115	\$ 1,434,146	\$ 3,198,597	\$ 2,771,175
Sales to professional service provider customers	1,175,030	1,113,485	2,245,229	2,152,266
Other sales and sales adjustments	63,450	42,243	124,256	77,041
Total sales	\$ 3,091,595	\$ 2,589,874	\$ 5,568,082	\$ 5,000,482

As of June 30, 2020, and December 31, 2019, the Company had recorded a deferred revenue liability of \$4.7 million and \$4.1 million, respectively, related to its loyalty program, which were included in "Other liabilities" on the accompanying Condensed Consolidated Balance Sheets. During the three months ended June 30, 2020 and 2019, the Company recognized \$3.8 million and \$3.9 million, respectively, of deferred revenue related to its loyalty program, which were included in "Sales" on the accompanying Condensed

Consolidated Statements of Income. During the six months ended June 30, 2020 and 2019, the Company recognized \$6.9 million and \$7.8 million, respectively, of deferred revenue related to its loyalty program, which were included in “Sales” on the accompanying Condensed Consolidated Statements of Income.

See Note 7 for information concerning the expected costs associated with the Company’s assurance warranty obligations.

NOTE 11 – SHARE-BASED COMPENSATION AND BENEFIT PLANS

The Company recognizes share-based compensation expense based on the fair value of the grants, awards or shares at the time of the grant, award or issuance. Share-based compensation includes stock option awards, restricted stock awards and stock appreciation rights issued under the Company’s incentive plans and stock issued through the Company’s employee stock purchase plan.

Stock options:

The Company’s incentive plans provide for the granting of stock options for the purchase of common stock of the Company to certain key employees of the Company. Employee stock options are granted at an exercise price that is equal to the closing market price of the Company’s common stock on the date of the grant. Employee stock options granted under the plans expire after 10 years and typically vest 25% per year, over four years. The Company records compensation expense for the grant date fair value of the option awards evenly over the vesting period or minimum required service period.

The table below identifies stock option activity under these plans during the six months ended June 30, 2020 (in thousands, except per share data):

	Shares (in thousands)	Weighted- Average Exercise Price
Outstanding at December 31, 2019	1,635	\$ 218.10
Granted	149	384.75
Exercised	(121)	148.80
Forfeited or expired	(13)	293.46
Outstanding at June 30, 2020	1,650	\$ 237.64
Exercisable at June 30, 2020	1,107	\$ 193.01

The fair value of each stock option award is estimated on the date of the grant using the Black-Scholes option pricing model. The Black-Scholes model requires the use of assumptions, including the risk free rate, expected life, expected volatility and expected dividend yield.

- *Risk-free interest rate* – The United States Treasury rates in effect at the time the options are granted for the options’ expected life.
- *Expected life* – Represents the period of time that options granted are expected to be outstanding. The Company uses historical experience to estimate the expected life of options granted.
- *Expected volatility* – Measure of the amount, by which the Company’s stock price is expected to fluctuate, based on a historical trend.
- *Expected dividend yield* – The Company has not paid, nor does it have plans in the foreseeable future to pay, any dividends.

The table below identifies the weighted-average assumptions used for grants awarded during the six months ended June 30, 2020 and 2019:

	June 30,	
	2020	2019
Risk free interest rate	0.96 %	2.44 %
Expected life	6.2 Years	6.0 Years
Expected volatility	25.8 %	25.0 %
Expected dividend yield	— %	— %

The following table summarizes activity related to stock options awarded by the Company for the three and six months ended June 30, 2020 and 2019 (in thousands, except per share data):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Compensation expense for stock options awarded	\$ 4,557	\$ 4,611	\$ 9,435	\$ 9,119
Income tax benefit from compensation expense related to stock options	1,148	1,146	2,377	2,267

The weighted-average grant-date fair value of options granted during the six months ended June 30, 2020, was \$105.54 compared to \$107.00 for the six months ended June 30, 2019. The remaining unrecognized compensation expense related to unvested stock option awards at June 30, 2020, was \$39.2 million, and the weighted-average period of time over which this cost will be recognized is 2.7 years.

Other share-based compensation plans:

The Company sponsors other share-based compensation plans: an employee stock purchase plan and incentive plans that provide for the awarding of shares of restricted stock to certain key employees and directors. The Company's employee stock purchase plan (the "ESPP") permits eligible employees to purchase shares of the Company's common stock at 85% of the fair market value. The fair value of shares issued under the ESPP is based on the average of the high and low market prices of the Company's common stock during the offering periods, and compensation expense is recognized based on the discount between the fair value and the employee purchase price for the shares sold to employees. Restricted stock awarded under the incentive plans to certain key employees and directors vests evenly over a three-year period and is held in escrow until such vesting has occurred. The fair value of shares awarded under the incentive plans is based on the closing market price of the Company's common stock on the date of the award, and compensation expense is recorded evenly over the vesting period or the minimum required service period.

The table below summarizes activity related to the Company's other share-based compensation plans for the three and six months ended June 30, 2020 and 2019 (in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Compensation expense for shares issued under the ESPP	\$ 697	\$ 632	\$ 1,343	\$ 1,209
Income tax benefit from compensation expense related to shares issued under the ESPP	176	157	338	301
Compensation expense for restricted shares awarded	351	348	702	687
Income tax benefit from compensation expense related to restricted awards	\$ 88	\$ 86	\$ 177	\$ 171

Profit sharing and savings plan:

The Company sponsors a contributory profit sharing and savings plan (the "401(k) Plan") that covers substantially all employees who are at least 21 years of age and have completed one year of service. The Company makes matching contributions equal to 100% of the first 2% of each employee's wages that are contributed and 25% of the next 4% of each employee's wages that are contributed. An employee generally must be employed on December 31 to receive that year's Company matching contribution, with the matching contribution funded annually at the beginning of the subsequent year following the year in which the matching contribution was earned. The Company may also make additional discretionary profit sharing contributions to the plan on an annual basis as determined by the Board of Directors. The Company did not make any discretionary contributions to the 401(k) Plan during the six months ended June 30, 2020 or 2019. The Company expensed matching contributions under the 401(k) Plan in the amounts of \$7.3 million and \$6.5 million for the three months ended June 30, 2020 and 2019, respectively, which were included in "Selling, general and administrative expenses" on the accompanying Condensed Consolidated Statements of Income. The Company expensed matching contributions to the 401(k) Plan in the amounts of \$14.4 million and \$12.6 million for the six months ended June 30, 2020 and 2019, respectively, which were included in "Selling, general and administrative expenses" on the accompanying Condensed Consolidated Statements of Income.

Nonqualified deferred compensation plan:

The Company sponsors a nonqualified deferred compensation plan (the "Deferred Compensation Plan") for highly compensated employees whose contributions to the 401(k) Plan are limited due to the application of the annual limitations under the Internal Revenue Code. The Deferred Compensation Plan provides these employees with the opportunity to defer the full 6% of matched compensation, including salary and incentive based compensation that was precluded under the Company's 401(k) Plan, which is then matched by the Company using the same formula as the 401(k) Plan. An employee generally must be employed on December 31 to receive that year's Company matching contribution, with the matching contribution funded annually at the beginning of the subsequent year following

the year in which the matching contribution was earned. In the event of bankruptcy, the assets of this plan are available to satisfy the claims of general creditors. The Company has an unsecured obligation to pay, in the future, the value of the deferred compensation and Company match, adjusted to reflect the performance, whether positive or negative, of selected investment measurement options chosen by each participant during the deferral period. The liability for compensation deferred under the Deferred Compensation Plan was \$33.3 million and \$32.2 million as of June 30, 2020, and December 31, 2019, respectively, which was included in “Other liabilities” on the accompanying Condensed Consolidated Balance Sheets. The Company expensed matching contributions under the Deferred Compensation Plan in the amount of less than \$0.1 million for each of the three months ended June 30, 2020 and 2019, respectively, which were included in “Selling, general and administrative expenses” on the accompanying Condensed Consolidated Statements of Income. The Company expensed matching contributions under the Deferred Compensation Plan in the amount of \$0.1 million for each of the six months ended June 30, 2020 and 2019, which were included in “Selling, general and administrative expenses” on the accompanying Condensed Consolidated Statements of Income.

Stock appreciation rights:

The Company’s incentive plans provide for the granting of stock appreciation rights, which expire after 10 years and vest 25% per year, over four years, and are settled in cash. As of June 30, 2020, there were 7,138 stock appreciation rights outstanding, and during the six months ended June 30, 2020, there was no stock appreciation rights granted. The liability for compensation to be paid for redeemed stock appreciation rights was \$0.1 million as of June 30, 2020, which was included in “Other liabilities” on the Condensed Consolidated Balance Sheets. Compensation expense for stock appreciation rights was \$0.1 million for each of the three and six months ended June 30, 2020, which were included in “Selling, general and administrative expenses” on the accompanying Condensed Consolidated Statements of Income.

NOTE 12 – EARNINGS PER SHARE

The following table illustrates the computation of basic and diluted earnings per share for the three and six months ended June 30, 2020 and 2019 (in thousands, except per share data):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Numerator (basic and diluted):				
Net income	\$ 531,667	\$ 353,681	\$ 832,105	\$ 674,833
Denominator:				
Weighted-average common shares outstanding – basic	74,205	77,613	74,611	78,047
Effect of stock options ⁽¹⁾	628	799	635	807
Weighted-average common shares outstanding – assuming dilution	74,833	78,412	75,246	78,854
Earnings per share:				
Earnings per share-basic	\$ 7.16	\$ 4.56	\$ 11.15	\$ 8.65
Earnings per share-assuming dilution	\$ 7.10	\$ 4.51	\$ 11.06	\$ 8.56

Antidilutive potential common shares not included in the calculation of diluted earnings per share:

Stock options ⁽¹⁾	341	184	348	188
Weighted-average exercise price per share of antidilutive stock options ⁽¹⁾	\$ 378.84	\$ 357.18	\$ 378.29	\$ 357.33

⁽¹⁾ See Note 11 for further information concerning the terms of the Company’s share-based compensation plans.

For the three and six months ended June 30, 2020 and 2019, the computation of diluted earnings per share did not include certain securities. These securities represent underlying stock options not included in the computation of diluted earnings per share, because the inclusion of such equity awards would have been antidilutive.

Subsequent to the end of the second quarter and through August 7, 2020, the Company repurchased an additional 0.1 million shares of its common stock under its share repurchase program, at an average price of \$423.09, for a total investment of 35.8 million.

NOTE 13 – LEGAL MATTERS

O'Reilly is currently involved in litigation incidental to the ordinary conduct of the Company's business. The Company accrues for litigation losses in instances where a material adverse outcome is probable and the Company is able to reasonably estimate the probable loss. The Company accrues for an estimate of material legal costs to be incurred in pending litigation matters. Although the Company cannot ascertain the amount of liability that it may incur from any of these matters, it does not currently believe that, in the aggregate, these matters, taking into account applicable insurance and accruals, will have a material adverse effect on its consolidated financial position, results of operations or cash flows in a particular quarter or annual period.

NOTE 14 – RECENT ACCOUNTING PRONOUNCEMENTS

In June of 2016, the Financial Accounting Standards Board (the "FASB") issued Accounting Standard Update ("ASU") No. 2016-13, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" ("ASU 2016-13"). Under ASU 2016-13, businesses and other organizations are required to present financial assets, measured at amortized costs basis, at the net amount expected to be collected. The allowance for credit losses is a valuation account that is deducted from the amortized cost basis, such as trade receivables. The measurement of expected credit loss will be based on historical experience, current conditions, and reasonable and supportable forecasts that affect the collectibility of the reported amount. For public companies, ASU 2016-13 is effective for annual reporting periods beginning after December 15, 2019, including interim periods within that reporting period, and requires a modified retrospective adoption, with early adoption permitted. The Company adopted this guidance using the modified retrospective adoption method beginning with its first quarter ending March 31, 2020, and applied it to all applicable accounts. The application of this new guidance did not have a material impact on the Company's consolidated financial condition, results of operations or cash flows. See Note 4 for further information concerning the Company's allowance for accounts receivable.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

Unless otherwise indicated, “we,” “us,” “our” and similar terms, as well as references to the “Company” or “O’Reilly,” refer to O’Reilly Automotive, Inc. and its subsidiaries.

In Management’s Discussion and Analysis, we provide a historical and prospective narrative of our general financial condition, results of operations, liquidity and certain other factors that may affect our future results, including

- recent developments within our Company;
- an overview of the key drivers of the automotive aftermarket industry;
- our results of operations for the three and six months ended June 30, 2020 and 2019;
- our liquidity and capital resources;
- any contractual obligations, to which we are committed;
- our critical accounting estimates;
- the inflation and seasonality of our business; and
- recent accounting pronouncements that may affect our Company.

The review of Management’s Discussion and Analysis should be made in conjunction with our condensed consolidated financial statements, related notes and other financial information, forward-looking statements and other risk factors included elsewhere in this quarterly report.

FORWARD-LOOKING STATEMENTS

We claim the protection of the safe-harbor for forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. You can identify these statements by forward-looking words such as “estimate,” “may,” “could,” “will,” “believe,” “expect,” “would,” “consider,” “should,” “anticipate,” “project,” “plan,” “intend” or similar words. In addition, statements contained within this quarterly report that are not historical facts are forward-looking statements, such as statements discussing, among other things, expected growth, store development, integration and expansion strategy, business strategies, future revenues and future performance. These forward-looking statements are based on estimates, projections, beliefs and assumptions and are not guarantees of future events and results. Such statements are subject to risks, uncertainties and assumptions, including, but not limited to, the COVID-19 pandemic or other public health crisis, the economy in general, inflation, tariffs, product demand, the market for auto parts, competition, weather, risks associated with the performance of acquired businesses, our ability to hire and retain qualified employees, consumer debt levels, our increased debt levels, credit ratings on public debt, governmental regulations, information security and cyber-attacks, terrorist activities, war and the threat of war. Actual results may materially differ from anticipated results described or implied in these forward-looking statements. Please refer to the “Risk Factors” section of our annual report on Form 10-K for the year ended December 31, 2019, and subsequent Securities and Exchange Commission filings, for additional factors that could materially affect our financial performance. Forward-looking statements speak only as of the date they were made, and we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

RECENT DEVELOPMENTS

The COVID-19 pandemic has caused significant disruption to the economy, placing pressure on our business beginning in mid-March 2020, as self-quarantine or stay at home orders were put in place in most cities, counties and states. This pressure continued until mid-April when our customers began to receive Economic Impact Payments under the CARES Act. We believe these government stimulus payments, enhanced unemployment benefits, lifting of stay at home orders and the associated market reopenings in May and June, and favorable industry dynamics, such as consumers investing in existing vehicles, led to strong demand for our products throughout the remainder of the quarter.

We have been deemed an essential service provider in the communities we serve and have taken many steps to promote the health and safety of our customers and team members, while keeping our stores open and operating to meet our customers’ critical needs during the COVID-19 crisis. In addition, when our business was pressured at the end of the first quarter, we took steps to strengthen our liquidity and mitigate the expected ongoing impact on our operations and financial performance.

These actions include, but not limited to:

- Implementing social distancing standards throughout the company, providing our team members with personal protective equipment and modifying store procedures, including the implementation of curbside pickup for Buy Online, Pick Up In-Store orders;
- Temporarily reducing store operating hours across the chain when business was pressured to match demand, as well as allowing time for additional cleaning procedures;
- Putting in place programs to relax attendance policies, as well as advance sick time to assist Team Members who are sick or need time away to support family members;
- Deferring certain capital investments and prudently managing our cost structure in response to sales volatility;
- Successfully issuing \$500 million aggregate principal amount unsecured 4.20% Senior Notes due 2030, and drawing a precautionary \$250 million on our existing revolving credit facility, however during the second quarter of 2020, this additional draw was repaid;
- Temporarily suspending our share repurchase program on March 16, 2020, however, the program resumed on May 29, 2020, based on the improved business environment; and
- Utilizing relief efforts as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) signed into law on March 27, 2020, which included bonus depreciation on eligible property, deferral of employer portion of social security taxes, and deferral of certain tax payments.

While we continue to make adjustments as we navigate the current environment, we are unable to predict how long the current crisis will last or the extent of the impact on our customers and our business.

OVERVIEW

We are a specialty retailer of automotive aftermarket parts, tools, supplies, equipment and accessories in the United States. We are one of the largest U.S. automotive aftermarket specialty retailers, selling our products to both DIY customers and professional service providers – our “dual market strategy.” Our stores carry an extensive product line consisting of new and remanufactured automotive hard parts, maintenance items, accessories, a complete line of auto body paint and related materials, automotive tools and professional service provider service equipment.

Our extensive product line includes an assortment of products that are differentiated by quality and price for most of the product lines we offer. For many of our product offerings, this quality differentiation reflects “good,” “better,” and “best” alternatives. Our sales and total gross profit dollars are, generally, highest for the “best” quality category of products. Consumers’ willingness to select products at a higher point on the value spectrum is a driver of sales and profitability in our industry. We have ongoing initiatives focused on marketing and training to educate customers on the advantages of ongoing vehicle maintenance, as well as “purchasing up” on the value spectrum.

Our stores also offer enhanced services and programs to our customers, including used oil, oil filter and battery recycling; battery, wiper and bulb replacement; battery diagnostic testing; electrical and module testing; check engine light code extraction; loaner tool program; drum and rotor resurfacing; custom hydraulic hoses; professional paint shop mixing and related materials; and machine shops. As of June 30, 2020, we operated 5,562 stores in 47 U.S. states and 21 stores in Mexico.

We are influenced by a number of general macroeconomic factors that impact both our industry and our consumers, including, but not limited to, fuel costs, unemployment trends, interest rates, and other economic factors. Due to the nature of these macroeconomic factors, we are unable to determine how long current conditions will persist and the degree of impact future changes may have on our business. Macroeconomic factors, such as increases in the U.S. unemployment rate, and demand drivers specific to the automotive aftermarket, such as U.S. miles driven, have been pressured as a result of the COVID-19 stay at home orders. Gradual reopening processes across many markets positively impacted our second quarter performance; however, we are unable to predict the ongoing and future impact of these reopening processes or predict potential reversals of these reopenings, including the extent of the impact on our industry as a result of these changes.

We believe the key drivers of current and future long-term demand for the products sold within the automotive aftermarket include the number of U.S. miles driven, number of U.S. registered vehicles, new light vehicle registrations and average vehicle age.

Number of Miles Driven

The number of total miles driven in the U.S. influences the demand for repair and maintenance products sold within the automotive aftermarket. In total, vehicles in the U.S. are driven approximately three trillion miles per year, resulting in ongoing wear and tear and

a corresponding continued demand for the repair and maintenance products necessary to keep these vehicles in operation. According to the Department of Transportation, the number of total miles driven in the U.S. increased 0.9%, 0.4% and 1.2% in 2019, 2018 and 2017, respectively, and through February of 2020, year-to-date miles driven increased 2.1%. Miles driven dramatically declined in March of 2020, and through May of 2020, year-to-date miles driven has decreased 17.3%, as a result of the measures taken by state and local governments in response to COVID-19 and the corresponding impact to economic activity as consumers responded to COVID-19. To the extent these measures continue to be in place in the future, or are reinstated as a result of a resurgence of COVID-19, we believe there will be continued negative impact on miles driven, but we are unable to predict the duration and severity of the impact to our business.

Size and Age of the Vehicle Fleet

The total number of vehicles on the road and the average age of the vehicle population heavily influence the demand for products sold within the automotive aftermarket industry. As reported by The Auto Care Association, the total number of registered vehicles increased 10.4% from 2009 to 2019, bringing the number of light vehicles on the road to 278 million by the end of 2019. For the year ended December 31, 2019, the seasonally adjusted annual rate of light vehicle sales in the U.S. (“SAAR”) was approximately 16.7 million. In the past decade, vehicle scrappage rates have remained relatively stable, ranging from 4.1% to 5.7% annually. As a result, over the past decade, the average age of the U.S. vehicle population has increased, growing 18.0%, from 10.0 years in 2009 to 11.8 years in 2019. Estimates of the SAAR for 2020 have been revised significantly downward, as a result of the sharp decline in new vehicle sales coinciding with the onset of COVID-19, and the outlook for SAAR is highly uncertain, as the severity and duration of the COVID-19 crisis is indeterminable. However, the rate of new vehicle sales in any given year represents a small percentage of the total light vehicle population and has a muted impact on the total number of vehicles on the road and average age of vehicles over the short term.

We believe the increase in average age can be attributed to better engineered and manufactured vehicles, which can be reliably driven at higher mileages due to better quality power trains, interiors and exteriors, and the consumer’s willingness to invest in maintaining these higher-mileage, better built vehicles. As the average age of vehicles on the road increases, a larger percentage of miles are being driven by vehicles that are outside of a manufacturer warranty. These out-of-warranty, older vehicles generate strong demand for automotive aftermarket products as they go through more routine maintenance cycles, have more frequent mechanical failures and generally require more maintenance than newer vehicles. We believe consumers will continue to invest in these reliable, higher-quality, higher-mileage vehicles and these investments, along with an increasing total light vehicle fleet, will support continued demand for automotive aftermarket products.

We remain confident in our ability to gain market share in our existing markets and grow our business in new markets by focusing on our dual market strategy and the core O’Reilly values of hard work and excellent customer service.

RESULTS OF OPERATIONS

Sales:

Sales for the three months ended June 30, 2020, increased \$502 million or 19% to \$3.09 billion from \$2.59 billion for the same period one year ago. Sales for the six months ended June 30, 2020, increased \$568 million or 11% to \$5.57 billion from \$5.00 billion for the same period one year ago. Comparable store sales for stores open at least one year increased 16.2% and increased 3.4% for the three months ended June 30, 2020 and 2019, respectively. Comparable store sales for stores open at least one year increased 7.5% and increased 3.3% for the six months ended June 30, 2020 and 2019, respectively. Comparable store sales are calculated based on the change in sales for stores open at least one year and exclude sales of specialty machinery, sales to independent parts stores and sales to Team Members, as well as sales from Leap Day in the six months ended June 30, 2020. Online sales, resulting from ship-to-home orders and pickup in-store orders, for stores open at least one year, are included in the comparable store sales calculation.

The following table presents the components of the increase in sales for the three and six months ended June 30, 2020 (in millions):

	Increase in Sales for the Three Months Ended June 30, 2020 Compared to the Same Period in 2019	Increase in Sales for the Six Months Ended June 30, 2020 Compared to the Same Period in 2019
Store sales:		
Comparable store sales	\$ 412	\$ 367
Non-comparable store sales:		
Sales for stores opened throughout 2019, excluding stores open at least one year that are included in comparable store sales and sales from the acquired Mayasa stores	42	86
Sales for stores opened throughout 2020	28	37
Sales from Leap Day	—	34
Decline in sales for stores that have closed	(1)	(3)
Non-store sales:		
Includes sales of machinery and sales to independent parts stores and Team Members	21	47
Total increase in sales	\$ 502	\$ 568

We believe the increased sales are the result of store growth, the acquisition of Mayasa, sales from one additional day due to Leap Day for the six months ended June 30, 2020, the high levels of customer service provided by our well-trained and technically proficient Team Members, superior inventory availability, including same day and over-night access to inventory in our regional distribution centers, enhanced services and programs offered in our stores, a broader selection of product offerings in most stores with a dynamic catalog system to identify and source parts, a targeted promotional and advertising effort through a variety of media and localized promotional events, continued improvement in the merchandising and store layouts of our stores, compensation programs for all store Team Members that provide incentives for performance and our continued focus on serving both DIY and professional service provider customers. The Company incurred significant sales headwinds beginning in the middle of March and through the middle of April, as a result of COVID-19; however, the government stimulus payments, enhanced unemployment benefits, lifting of stay at home orders and the associated market reopenings in May and June when combined with favorable industry dynamics, such as consumers investing in existing vehicles, led to strong demand for our products over the remainder of the quarter.

Our comparable store sales increases for the three and six months ended June 30, 2020, were driven by an increase in average ticket for both DIY and professional service provider customers and positive transaction counts for DIY customers, partially offset by negative transaction counts for professional service provider customers. The improvement in average ticket values were the result of the increasing complexity and cost of replacement parts necessary to maintain the current population of better-engineered and more technically advanced vehicles. These better-engineered, more technically advanced vehicles require less frequent repairs, as the component parts are more durable and last for longer periods of time. This decrease in repair frequency creates pressure on customer transaction counts; however, when repairs are needed, the cost of replacement parts is, on average, greater, which is a benefit to average ticket values. Average ticket values also benefited from increased selling prices on a SKU-by-SKU basis, as compared to the prior year, driven by increases in acquisition cost of inventory, which were passed on in market prices. Beginning in April of 2020, average ticket values, primarily for DIY customers, also benefited from consumers spending additional time and money repairing and maintaining their vehicles in response to the COVID-19 and economic environment.

As the COVID-19 stay at home orders and recommendations took effect in our markets in the middle of March 2020, transaction counts for both DIY and professional service provider customers turned sharply negative, with a larger impact realized on the professional side of the business, as we believe a larger segment of the demographic served by our professional service provider customers is more likely to accommodate working from home than a typical DIY customer. However, in the middle of April 2020, as the government stimulus and enhanced unemployment benefits reached consumers, we saw a reversal in transaction counts, with a more immediate impact realized on the DIY side of the business. Improvement in transaction counts continued through May and June 2020, as states implemented reopening plans and many individuals returned to work. We cannot predict what continued impact the COVID-19 pandemic will have to our business in the future given the high degree of uncertainty as to the duration and severity of the pandemic, the potential future changes to economic reopening plans and the mitigating impact of government stimulus for consumers.

We opened 50 and 123 net, new U.S. stores during the three and six months ended June 30, 2020, respectively, compared to opening 43 and 105 net, new U.S. stores for the three and six months ended June 30, 2019, respectively. In addition, on January 1, 2019, we began operating 33 acquired Bennett stores, and during the six months ended June 30, 2019, we merged of 13 of these acquired Bennett stores

into existing O'Reilly locations. As of June 30, 2020, we operated 5,562 stores in 47 U.S. states and 21 stores in Mexico compared to 5,344 stores in 47 U.S. states at June 30, 2019.

Gross profit:

Gross profit for the three months ended June 30, 2020, increased 20% to \$1.64 billion (or 53.0% of sales) from \$1.37 billion (or 52.8% of sales) for the same period one year ago. Gross profit for the six months ended June 30, 2020, increased 11% to \$2.93 billion (or 52.7% of sales) from \$2.65 billion (or 52.9% of sales) for the same period one year ago. The increase in gross profit dollars for the three months ended June 30, 2020, was primarily the result of new stores, the increase in comparable store sales at existing stores, and the acquired Mayasa stores. The increase in gross profit dollars for the six months ended June 30, 2020, was primarily the result of new stores, the increase in comparable store sales at existing stores, the acquired Mayasa stores and one additional day due to Leap Day. The increase in gross profit as a percentage of sales for the three months ended June 30, 2020, was primarily due to a greater percentage of total sales generated from DIY customers, which carry a higher gross margin than professional service provider sales, acquisition cost reductions and leverage of fixed distribution costs, as a result of strong comparable store sales growth, partially offset by the comparable period in the prior year receiving a benefit from selling through inventory purchased prior to tariff related industry-wide acquisition cost increases and corresponding selling price increases and lower gross margin sales from the acquired Mayasa stores, due to their large independent jobber customer base. The decrease in gross profit as a percentage of sales for the six months ended June 30, 2020, was due to the comparable period in the prior year receiving a benefit from selling through inventory purchased prior to tariff related industry-wide acquisition cost increases and corresponding selling price increases and lower gross margin sales from the acquired Mayasa stores, partially offset by a favorable mix of DIY business and leverage of fixed distribution costs in the current period, as a result of strong comparable store sales growth. We determine inventory cost using the last-in, first-out ("LIFO") method, but have, over time, seen our LIFO reserve balance exhausted, as a result of cumulative historical acquisition cost decreases. Our policy is to not write up inventory in excess of replacement cost, and accordingly, we are effectively valuing our inventory at replacement cost.

Selling, general and administrative expenses:

Selling, general and administrative expenses ("SG&A") for the three months ended June 30, 2020, increased 4% to \$901 million (or 29.1% of sales) from \$870 million (or 33.6% of sales) for the same period one year ago. SG&A for the six months ended June 30, 2020, increased 4% to \$1.77 billion (or 31.8% of sales) from \$1.70 billion (or 34.1% of sales) for the same period one year ago. The increase in total SG&A dollars for the three months ended June 30, 2020, was the result of additional facilities and vehicles to support our increased sales and store count. The increase in total SG&A dollars for the six months ended June 30, 2020, was the result of additional facilities and vehicles to support our increased sales and store count and one additional day due to Leap Day. The decreases in SG&A as a percentage of sales for the three and six months ended June 30, 2020, were principally due to leverage of store operating costs on strong comparable store sales growth combined with our cautionary approach and strict expense control measures in response to the onset of the COVID-19 environment.

Operating income:

As a result of the impacts discussed above, operating income for the three months ended June 30, 2020, increased 48% to \$736 million (or 23.8% of sales) from \$498 million (or 19.2% of sales) for the same period one year ago. As a result of the impacts discussed above, operating income for the six months ended June 30, 2020, increased 23% to \$1.16 billion (or 20.8% of sales) from \$943 million (or 18.9% of sales) for the same period one year ago.

Other income and expense:

Total other expense for the three months ended June 30, 2020, increased 9% to \$36 million (or 1.2% of sales) from \$33 million (or 1.3% of sales) for the same period one year ago. Total other expense for the six months ended June 30, 2020, increased 25% to \$80 million (or 1.4% of sales) from \$64 million (or 1.3% of sales) for the same period one year ago. The increase in total other expense for the three months ended June 30, 2020, was the result of increased interest expense on higher average outstanding borrowings, partially offset by a smaller increase in the value of our trading securities, as compared to the same period one year ago. The increase in total other expense for the six months ended June 30, 2020, was the result of increased interest expense on higher average outstanding borrowings and a decrease in the value of our trading securities, as compared to an increase in the same period one year ago.

Income taxes:

Our provision for income taxes for the three months ended June 30, 2020, increased 52% to \$169 million (24.1% effective tax rate) from \$111 million (23.9% effective tax rate) for the same period one year ago. Our provision for income taxes for the six months ended June 30, 2020, increased 21% to \$248 million (23.0% effective tax rate) from \$204 million (23.2% effective tax rate) for the same period one year ago. The increase in our provision for income taxes for the three months ended June 30, 2020, was the result of higher taxable income, partially offset by higher excess tax benefits from share-based compensation. The increase in our provision for income taxes for the six months ended June 30, 2020, was the result of higher taxable income and lower excess tax benefits from share-based compensation, partially offset by benefits from tax credit equity investments. The increase in our effective tax rate for the three months ended June 30, 2020, was the result of lower benefits from employment related tax credits, partially offset by higher excess tax benefits

from share-based compensation. The decrease in our effective tax rate for the six months ended June 30, 2020, was the result of benefits from tax credit equity investments, partially offset by lower excess tax benefits from share-based compensation.

Net income:

As a result of the impacts discussed above, net income for the three months ended June 30, 2020, increased 50% to \$532 million (or 17.2% of sales) from \$354 million (or 13.7% of sales) for the same period one year ago. As a result of the impacts discussed above, net income for the six months ended June 30, 2020, increased 23% to \$832 million (or 14.9% of sales) from \$675 million (or 13.5% of sales) for the same period one year ago.

Earnings per share:

Our diluted earnings per common share for the three months ended June 30, 2020, increased 57% to \$7.10 on 75 million shares from \$4.51 on 78 million shares for the same period one year ago. Our diluted earnings per common share for the six months ended June 30, 2020, increased 29% to \$11.06 on 75 million shares from \$8.56 on 79 million shares for the same period one year ago.

LIQUIDITY AND CAPITAL RESOURCES

Our long-term business strategy requires capital to open new stores, fund strategic acquisitions, expand distribution infrastructure, operate and maintain existing stores and may include the opportunistic repurchase of shares of our common stock through our Board-approved share repurchase program. The primary sources of our liquidity are funds generated from operations and borrowed under our unsecured revolving credit facility. Decreased demand for our products or changes in customer buying patterns could negatively impact our ability to generate funds from operations. Additionally, decreased demand or changes in buying patterns could impact our ability to meet the debt covenants of our credit agreement and, therefore, negatively impact the funds available under our unsecured revolving credit facility.

As we operate amid uncertainty and disruption caused by the COVID-19 pandemic, we have taken prudent steps to support the continued stability and financial flexibility of our Company. Our teams have taken action to reduce costs and conserve cash, which included delaying capital investments and temporarily suspending our share repurchase program from March 16, 2020, through May 28, 2020. As we are unable to determine the duration or severity of this crisis, we cannot predict its impact on our ability to generate funds from operations or maintain liquidity, and as such, we will continue to make adjustments as we navigate the current and expected environment.

The following table identifies cash provided by/(used in) our operating, investing and financing activities for the six months ended June 30, 2020 and 2019 (in thousands):

	For the Six Months Ended June 30,	
	2020	2019
Liquidity:		
Total cash provided by/(used in):		
Operating activities	\$ 1,559,078	\$ 847,004
Investing activities	(335,228)	(293,348)
Financing activities	(390,732)	(529,162)
Effect of exchange rate changes on cash	(1,101)	—
Net increase in cash and cash equivalents	\$ 832,017	\$ 24,494
Capital expenditures	\$ 244,471	\$ 295,608
Free cash flow ⁽¹⁾	1,212,855	538,957

⁽¹⁾ Calculated as net cash provided by operating activities, less capital expenditures and excess tax benefit from share-based compensation payments, and investment in tax credit equity investments for the period.

Operating activities:

The increase in net cash provided by operating activities during the six months ended June 30, 2020, compared to the same period in 2019, was primarily due to a larger increase in net income, an increase in income taxes payable, a larger decrease in net inventory investment and a larger increase in accrued benefits and withholdings. The increase from income taxes payable, compared to a decrease in income taxes payable for the same period in the prior year, was primarily the result of deferral of income tax payments under the CARES Act. The larger decrease in net inventory investment in the current period, as compared to the same period in the prior year, was primarily attributable to the strong comparable store sales growth and the resulting benefit to inventory turns. The larger increase in accrued benefits and withholdings is primarily due to the deferral of payroll tax payments under the CARES Act and the timing of Team Member incentive payments.

Investing activities:

The increase in net cash used in investing activities during the six months ended June 30, 2020, compared to the same period in 2019, was the result of an increase in investments in tax credit equity investments, partially offset by a decrease in capital expenditures. The increase in investments in tax credit equity investments were the result of entering into more tax credit equity investments in the current period, compared to the same period in the prior year, primarily for the purpose of receiving renewable energy tax credits. The decrease in capital expenditures was primarily due to the level of distribution expansion projects in the comparable period of the prior year.

Financing activities:

The decrease in net cash used in financing activities during the six months ended June 30, 2020, compared to the same period in 2019, was attributable to a decrease in repurchases of our common stock during the current period, as compared to the same period in the prior year, partially offset by lower average net borrowings on our revolving credit facility.

Unsecured revolving credit facility:

On April 5, 2017, the Company entered into a credit agreement (the “Credit Agreement”). The Credit Agreement provides for a five-year \$1.2 billion unsecured revolving credit facility (the “Revolving Credit Facility”) arranged by JPMorgan Chase Bank, N.A., which is scheduled to mature in April 2022. The Credit Agreement includes a \$200 million sub-limit for the issuance of letters of credit and a \$75 million sub-limit for swing line borrowings. As described in the Credit Agreement governing the Revolving Credit Facility, the Company may, from time to time, subject to certain conditions, increase the aggregate commitments under the Revolving Credit Facility by up to \$600 million, provided that the aggregate amount of the commitments does not exceed \$1.8 billion at any time.

As of June 30, 2020, we had outstanding letters of credit, primarily to support obligations related to workers’ compensation, general liability and other insurance policies, in the amount of \$51.6 million, reducing the aggregate availability under the Credit Agreement by that amount. As of June 30, 2020, we did not have any outstanding borrowings under our Revolving Credit Facility.

Senior Notes:

On March 25, 2020, we issued \$500 million aggregate principal amount of unsecured 4.200% Senior Notes due 2030 (“4.200% Senior Notes due 2030”) at a price to the public of 99.959% of their face value with U.S. Bank National Association (“U.S. Bank”) as trustee. Interest on the 4.200% Senior Notes due 2030 is payable on April 1 and October 1 of each year, beginning on October 1, 2020, and is computed on the basis of a 360-day year.

We have issued a cumulative \$4.2 billion aggregate principal amount of unsecured senior notes, which are due between 2021 and 2030, with UMB Bank, N.A. and U.S. Bank as trustees. Interest on the senior notes, ranging from 3.550% to 4.875%, is payable semi-annually and is computed on the basis of a 360-day year. None of our subsidiaries is a guarantor under our senior notes.

Debt covenants:

The indentures governing our senior notes contain covenants that limit our ability and the ability of certain of our subsidiaries to, among other things, create certain liens on assets to secure certain debt and enter into certain sale and leaseback transactions, and limit our ability to merge or consolidate with another company or transfer all or substantially all of our property, in each case as set forth in the indentures. These covenants are, however, subject to a number of important limitations and exceptions. As of June 30, 2020, we were in compliance with the covenants applicable to our senior notes.

The Credit Agreement contains certain covenants, including limitations on indebtedness, a minimum consolidated fixed charge coverage ratio of 2.50:1.00 and a maximum consolidated leverage ratio of 3.50:1.00. The consolidated fixed charge coverage ratio includes a calculation of earnings before interest, taxes, depreciation, amortization, rent and non-cash share-based compensation expense to fixed charges. Fixed charges include interest expense, capitalized interest and rent expense. The consolidated leverage ratio includes a calculation of adjusted debt to earnings before interest, taxes, depreciation, amortization, rent and non-cash share-based compensation expense. Adjusted debt includes outstanding debt, outstanding stand-by letters of credit and similar instruments, five-times rent expense and excludes any premium or discount recorded in conjunction with the issuance of long-term debt. In the event that we should default on any covenant contained within the Credit Agreement, certain actions may be taken, including, but not limited to, possible termination of commitments, immediate payment of outstanding principal amounts plus accrued interest and other amounts payable under the Credit Agreement and litigation from our lenders.

We had a consolidated fixed charge coverage ratio of 5.49 times and 5.24 times as of June 30, 2020 and 2019, respectively, and a consolidated leverage ratio of 2.12 times and 2.22 times as of June 30, 2020 and 2019, respectively, remaining in compliance with all covenants related to the borrowing arrangements.

The table below outlines the calculations of the consolidated fixed charge coverage ratio and consolidated leverage ratio covenants, as defined in the Credit Agreement governing the Revolving Credit Facility, for the twelve months ended June 30, 2020 and 2019 (dollars in thousands):

	For the Twelve Months Ended June 30,	
	2020	2019
GAAP net income	\$ 1,548,314	\$ 1,341,341
Add: Interest expense	152,255	131,879
Rent expense ⁽¹⁾	345,530	328,529
Provision for income taxes	442,962	386,590
Depreciation expense	286,593	257,579
Amortization expense	3,880	2,841
Non-cash share-based compensation	22,386	21,039
Non-GAAP EBITDAR	<u>\$ 2,801,920</u>	<u>\$ 2,469,798</u>
Interest expense	\$ 152,255	\$ 131,879
Capitalized interest	12,376	10,891
Rent expense ⁽¹⁾	345,530	328,529
Total fixed charges	<u>\$ 510,161</u>	<u>\$ 471,299</u>
Consolidated fixed charge coverage ratio	5.49	5.24
GAAP debt	\$ 4,127,397	\$ 3,783,738
Add: Stand-by letters of credit	51,551	39,109
Discount on senior notes	3,295	3,930
Debt issuance costs	19,308	18,332
Five-times rent expense	1,727,650	1,642,645
Non-GAAP adjusted debt	<u>\$ 5,929,201</u>	<u>\$ 5,487,754</u>
Consolidated leverage ratio	2.12	2.22

⁽¹⁾ The table below outlines the calculation of Rent expense and reconciles Rent expense to Total lease cost, per Accounting Standard Codification 842 ("ASC 842"), adopted and effective January 1, 2019, the most directly comparable GAAP financial measure, for the twelve months ended June 30, 2020 and for the six and twelve months ended June 30, 2019 (in thousands):

Total lease cost, per ASC 842, for the twelve months ended June 30, 2020	\$ 408,583
Less: Variable non-contract operating lease components, related to property taxes and insurance, for the twelve months ended June 30, 2020	63,053
Rent expense for the twelve months ended June 30, 2020	<u>\$ 345,530</u>
Total lease cost, per ASC 842, for the six months ended June 30, 2019	\$ 197,839
Less: Variable non-contract operating lease components, related to property taxes and insurance, for the six months ended June 30, 2019	29,433
Rent expense for the six months ended June 30, 2019	168,406
Add: Rent expense for the six months ended December 31, 2018, as previously reported prior to the adoption of ASC 842	160,123
Rent expense for the twelve months ended June 30, 2019	<u>\$ 328,529</u>

The table below outlines the calculation of Free cash flow and reconciles Free cash flow to Net cash provided by operating activities, the most directly comparable GAAP financial measure, for the six months ended June 30, 2020 and 2019 (in thousands):

	For the Six Months Ended June 30,	
	2020	2019
Cash provided by operating activities	\$ 1,559,078	\$ 847,004
Less: Capital expenditures	244,471	295,608
Excess tax benefit from share-based compensation payments	6,460	10,722
Investment in tax credit equity investments	95,292	1,717
Free cash flow	<u>\$ 1,212,855</u>	<u>\$ 538,957</u>

Free cash flow, the consolidated fixed charge coverage ratio and the consolidated leverage ratio discussed and presented in the tables above are not derived in accordance with United States generally accepted accounting principles (“GAAP”). We do not, nor do we suggest investors should, consider such non-GAAP financial measures in isolation from, or as a substitute for, GAAP financial information. We believe that the presentation of our free cash flow, consolidated fixed charge coverage ratio and consolidated leverage ratio provides meaningful supplemental information to both management and investors and reflects the required covenants under the Credit Agreement. We include these items in judging our performance and believe this non-GAAP information is useful to investors as well. Material limitations of these non-GAAP measures are that such measures do not reflect actual GAAP amounts. We compensate for such limitations by presenting, in the tables above, a reconciliation to the most directly comparable GAAP measures.

Share repurchase program:

In January of 2011, our Board of Directors approved a share repurchase program. Under the program, we may, from time to time, repurchase shares of our common stock, solely through open market purchases effected through a broker dealer at prevailing market prices, based on a variety of factors such as price, corporate trading policy requirements and overall market conditions. Our Board of Directors may increase or otherwise modify, renew, suspend or terminate the share repurchase program at any time, without prior notice. As announced on February 5, 2020, our Board of Directors approved a resolution to increase the authorization amount under our share repurchase program by an additional \$1.0 billion, resulting in a cumulative authorization amount of \$13.8 billion. The additional authorization is effective for a three-year period, beginning on its respective announcement date. In order to conserve liquidity in response to COVID-19, we suspended our share repurchase program on March 16, 2020. We continued to evaluate business conditions and our liquidity and, as a result of this evaluation, resumed our share repurchase program on May 29, 2020.

The following table identifies shares of our common stock that have been repurchased as part of our publicly announced share repurchase program for the three and six months ended June 30, 2020 and 2019 (in thousands, except per share data):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2020	2019	2020	2019
Shares repurchased	185	1,633	1,669	2,560
Average price per share	\$ 417.79	\$ 366.76	\$ 390.14	\$ 359.63
Total investment	\$ 76,974	\$ 598,846	\$ 651,011	\$ 920,692

As of June 30, 2020, we had \$917.7 million remaining under our share repurchase program. Subsequent to the end of the second quarter and through August 7, 2020, we repurchased 0.1 million additional shares of our common stock under our share repurchase program, at an average price of \$423.09, for a total investment of \$35.8 million. We have repurchased a total of 77.9 million shares of our common stock under our share repurchase program since the inception of the program in January of 2011 and through August 7, 2020, at an average price of \$165.10, for a total aggregate investment of \$12.9 billion.

CONTRACTUAL OBLIGATIONS

There have been no material changes to the contractual obligations, to which we are committed, since those discussed in our Annual Report on Form 10-K for the year ended December 31, 2019.

CRITICAL ACCOUNTING ESTIMATES

The preparation of our financial statements in accordance with GAAP requires the application of certain estimates and judgments by management. Management bases its assumptions, estimates, and adjustments on historical experience, current trends and other factors believed to be relevant at the time the condensed consolidated financial statements are prepared. There have been no material changes in the critical accounting estimates since those discussed in our Annual Report on Form 10-K for the year ended December 31, 2019.

INFLATION AND SEASONALITY

We have been successful, in many cases, in reducing the effects of merchandise cost increases principally by taking advantage of supplier incentive programs, economies of scale resulting from increased volume of purchases and selective forward buying. To the extent our acquisition costs increased due to base commodity price increases industry-wide, we have typically been able to pass along these increased costs through higher retail prices for the affected products. As a result, we do not believe inflation has had a material adverse effect on our operations.

To some extent, our business is seasonal primarily as a result of the impact of weather conditions on customer buying patterns. While we have historically realized operating profits in each quarter of the year, our store sales and profits have historically been higher in the second and third quarters (April through September) than in the first and fourth quarters (October through March) of the year.

RECENT ACCOUNTING PRONOUNCEMENTS

See Note 14 “Recent Accounting Pronouncements” to the Condensed Consolidated Financial Statements for information about recent accounting pronouncements.

INTERNET ADDRESS AND ACCESS TO SEC FILINGS

Our Internet address is www.OReillyAuto.com. Interested readers can access, free of charge, our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and any amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, through the Securities and Exchange Commission’s (“SEC”) website at www.sec.gov and searching with our ticker symbol “ORLY.” Such reports are generally available the day they are filed. Upon request, we will furnish interested readers a paper copy of such reports free of charge. The information on our website is not part of this report and is not incorporated by reference into this report or any of the Company’s other filings with the SEC.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Interest rate risk:

We are subject to interest rate risk to the extent we borrow against our unsecured revolving credit facility (the “Revolving Credit Facility”) with variable interest rates based on either a Base Rate or Eurodollar Rate, as defined in the credit agreement governing the Revolving Credit Facility. As of June 30, 2020, we did not have any outstanding borrowings under our Revolving Credit Facility.

Cash equivalents risk:

We invest certain of our excess cash balances in short-term, highly-liquid instruments with maturities of 90 days or less. We do not expect any material losses from our invested cash balances and we believe that our interest rate exposure is minimal. As of June 30, 2020, our cash and cash equivalents totaled \$872.4 million.

Foreign currency risk:

Foreign currency exposures arising from transactions include firm commitments and anticipated transactions denominated in a currency other than our entities’ functional currencies. To minimize our risk, we generally enter into transactions denominated in the respective functional currencies. Our foreign currency exposure arises from Mexican peso-denominated revenues and profits and their translation into U.S. dollars.

We view our investments in Mexican subsidiaries as long-term. The net asset exposure in the Mexican subsidiaries translated into U.S. dollars using the period-end exchange rates was \$125.2 million at June 30, 2020. The period-end exchange rates of the Mexican peso with respect to the U.S. dollar decreased by approximately 18% from December 31, 2019. The potential loss in value of our net assets in the Mexican subsidiaries resulting from a 10% change in quoted foreign currency exchange rates at June 30, 2020, would be approximately \$11.4 million. Any changes in our net assets in the Mexican subsidiaries relating to foreign currency exchange rates would be reflected in the financial statement through the foreign currency translation component of accumulated other comprehensive income, unless the Mexican subsidiaries are sold or otherwise disposed. A 10% change in average exchange rates would not have had a material impact on our results of operations.

Our market risks have not materially changed since those discussed in our Annual Report on Form 10-K for the year ended December 31, 2019.

Item 4. Controls and Procedures

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

As of the end of the period covered by this report, the management of the Company, under the supervision and with the participation of its Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of the Company’s disclosure controls and procedures pursuant to Rule 13a-15(b) and as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (“the Exchange Act”). Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the Company’s disclosure controls and procedures as of the end of the period covered by this report are functioning effectively to provide reasonable assurance that the information required to be disclosed by the Company, including its consolidated subsidiaries, in reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and is accumulated and communicated to management, including the Company’s Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

CHANGES IN INTERNAL CONTROLS

There were no changes in the Company's internal control over financial reporting during the fiscal quarter ended June 30, 2020, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The Company is currently involved in litigation incidental to the ordinary conduct of the Company's business. The Company accrues for litigation losses in instances where a material adverse outcome is probable and the Company is able to reasonably estimate the probable loss. The Company accrues for an estimate of material legal costs to be incurred in pending litigation matters. Although the Company cannot ascertain the amount of liability that it may incur from any of these matters, it does not currently believe that, in the aggregate, these matters, taking into account applicable insurance and accruals, will have a material adverse effect on its consolidated financial position, results of operations or cash flows in a particular quarter or annual period.

Item 1A. Risk Factors

The Company is supplementing its risk factors discussed in the annual report on Form 10-K for the year ended December 31, 2019, with the following risk factor:

The ongoing occurrence of COVID-19, or any other such widespread public health problems, could result in decreased sales of the Company's products, which could have a material adverse effect on the Company's business, results of operations, financial condition and cash flows.

The outbreak of the COVID-19 pandemic, which was first reported in China in December 2019 and has since spread to over 150 countries, including the U.S., has had a significant impact on the U.S. and world economies. As the pandemic continues, consumer fear about becoming ill may worsen and federal, state and local mandates to close retail locations and other businesses, avoid large gatherings of people or stay at home orders may be reestablished or extended, which may have a continued material adverse effect on traffic to our stores as well as sales to our non-retail customers. Additionally, stay at home orders may further reduce the number of vehicle miles driven, which could lead to a decreased level of demand for our products. Continued significant reduction in customer visits to, and spending at, our stores caused by the COVID-19 outbreak could have a material adverse effect on our business and results of operations. If the COVID-19 outbreak continues within the U.S., we may encounter operational disruptions and be required to temporarily close a significant number of our stores in various affected areas, which could have a further material adverse effect on our business and results of operations. Risks related to COVID-19 could also result in temporary or long-term disruption in our supply network from local and international suppliers, and/or delays in the delivery of our inventory. In addition, risks related to COVID-19 have begun, and will likely continue, to adversely affect the economies in impacted countries, including the U.S., and the global financial markets, including the global debt and equity capital markets, which have begun, and may continue, to experience significant volatility, potentially leading to an economic downturn that could adversely affect our business, results of operations, financial condition and cash flows. The extent of the impact of the COVID-19 outbreak on our business, results of operations, financial condition and cash flows will depend largely on future developments, including the duration and spread of the outbreak within the U.S. and the related impact on consumer confidence and spending, all of which are highly uncertain and cannot be predicted.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The Company had no sales of unregistered securities during the six months ended June 30, 2020. The following table identifies all repurchases during the three months ended June 30, 2020, of any of the Company's securities registered under Section 12 of the Securities Exchange Act of 1934, as amended, by or on behalf of the Company or any affiliated purchaser (in thousands, except per share data):

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Programs ⁽¹⁾
April 1, 2020, to April 30, 2020	—	\$ —	—	\$ 994,646
May 1, 2020, to May 31, 2020	8	408.09	8	991,647
June 1, 2020, to June 30, 2020	177	418.20	177	\$ 917,673
Total as of June 30, 2020	185	\$ 417.79	185	

⁽¹⁾ Under the Company's share repurchase program, as approved by its Board of Directors, the Company may, from time to time, repurchase shares of its common stock, solely through open market purchases effected through a broker dealer at prevailing market prices, based on a variety of factors such as price, corporate trading policy requirements and overall market conditions. The Company's Board of Directors may increase or otherwise modify, renew, suspend or terminate the share repurchase program at any time, without prior notice. As announced on February 5, 2020, the Company's Board of Directors approved a resolution to increase the authorization amount under the share repurchase program by an additional \$1.0 billion, resulting in a cumulative authorization amount of \$13.8 billion. The additional authorization is effective for a three-year period, beginning on its respective announcement date. The authorization under the share repurchase program that currently has capacity is

scheduled to expire on February 5, 2023. No other share repurchase programs existed during the six months ended June 30, 2020. In order to conserve liquidity in response to COVID-19, the Company suspended its share repurchase program on March 16, 2020. The Company continued to evaluate business conditions and its liquidity and, as a result of this evaluation, resumed its share repurchase program on May 29, 2020.

Subsequent to the end of the second quarter and through August 7, 2020, the Company repurchased an additional 0.1 million shares of its common stock under its share repurchase program, at an average price of \$423.09, for a total investment of \$35.8 million. The Company has repurchased a total of 77.9 million shares of its common stock under its share repurchase program since the inception of the program in January of 2011 and through August 7, 2020, at an average price of \$165.10, for a total aggregate investment of \$12.9 billion.

Item 6. Exhibits

Exhibit No.	Description
3.1	Second Amended and Restated Articles of Incorporation of the Registrant, filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K dated May 19, 2020, is incorporated herein by this reference.
3.2	Fourth Amended and Restated Bylaws of the Registrant, filed as Exhibit 3.3 to the Registrant's Current Report on Form 8-K dated May 19, 2020, is incorporated herein by this reference.
4.1	Second Supplemental Indenture, dated as of March 27, 2020, by and between O'Reilly Automotive, Inc. and U.S. Bank National Association, as Trustee, filed as Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated March 27, 2020, is incorporated herein by this reference.
4.2	Form of Note for 4.200% Senior Notes due 2030, included in Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated March 27, 2020, is incorporated herein by this reference.
10.1	Second Form of O'Reilly Automotive, Inc. Director Indemnification Agreement, filed herewith.
10.2	Second Form of O'Reilly Automotive, Inc. Executive Officer Indemnification Agreement, filed herewith.
10.3	O'Reilly Automotive, Inc. 2017 Incentive Award Plan, Second Form of Stock Option Agreement, dated as of August 6, 2020, filed herewith.
31.1	Certificate of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.
31.2	Certificate of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, filed herewith.
32.1 *	Certificate of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, furnished herewith.
32.2 *	Certificate of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, furnished herewith.
101.INS	iXBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	iXBRL Taxonomy Extension Schema.
101.CAL	iXBRL Taxonomy Extension Calculation Linkbase.
101.DEF	iXBRL Taxonomy Extension Definition Linkbase.
101.LAB	iXBRL Taxonomy Extension Label Linkbase.
101.PRE	iXBRL Taxonomy Extension Presentation Linkbase.
104	Cover Page Interactive Data File, formatted as Inline XBRL, contained in Exhibit 101 attachments.

* Furnished (and not filed) herewith pursuant to Item 601(b)(32)(ii) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

O'REILLY AUTOMOTIVE, INC.

August 7, 2020

Date

/s/ Gregory D. Johnson

Gregory D. Johnson
Chief Executive Officer and Co-President
(Principal Executive Officer)

August 7, 2020

Date

/s/ Thomas McFall

Thomas McFall
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 10.1 – Second Form of Director Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is made and entered into this ____ day of ____, 2020 between O'Reilly Automotive, Inc., a Missouri corporation (the “Company”), and [INSERT BOARD MEMBER NAME] (“Indemnitee”), a director of the Company.

WHEREAS, Indemnitee serves or has been nominated to serve on the Company’s board of directors (the “Board”) and agrees, on the condition that Indemnitee be so indemnified, to continue to serve or to serve as a director of the Company and in such capacity will render services to the Company;

WHEREAS, the Company is aware that because of the increased exposure to litigation subjecting directors to expensive litigation risks, talented and experienced persons are increasingly reluctant to serve or continue to serve as directors and officers of corporations unless they are appropriately indemnified;

WHEREAS, the Company is also aware that statutes and judicial decisions regarding the duties of directors and officers are often difficult to apply, ambiguous or conflicting and therefore fail to provide directors with adequate guidance regarding the proper course of action;

WHEREAS, the Company desires to attract and retain the services of highly experienced and capable individuals, such as Indemnitee, to serve as directors of the Company and to indemnify its directors so as to provide them with the maximum protection permitted by law;

WHEREAS, the Company believes that it is reasonable, prudent, fair, proper and necessary to protect the Company’s directors from the risk of judgments, fines, settlements and other expenses that may occur as a result of their service to the Company;

WHEREAS, in recognition of Indemnitee’s reliance on the provisions of the Amended and Restated Bylaws of the Company (the “Bylaws”) that require indemnification of Indemnitee to the fullest extent permitted by law, and in part to provide Indemnitee with specific contractual assurance that the protection promised by such Bylaws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such Bylaws or any change in the composition of the Company’s Board or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of expenses to, Indemnitee to the fullest extent, whether partial or complete, permitted by law and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Indemnitee, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) “Change of Control” shall be deemed to have occurred in any one of the following circumstances occurring after the date hereof: (i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), regardless of whether the Company is then subject to such reporting requirement, (ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company’s then outstanding voting securities, (iii) the Company is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter or (iv) all or substantially all the assets of the Company are sold or disposed of in a transaction or series of related transactions.

(b) “Enterprise” means any Person of which Indemnitee is or was a Fiduciary.

(c) “Expenses” means all direct and indirect costs (including, without limitation, attorneys’ fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, appeal bonds, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually and reasonably incurred in connection with (i) any Proceeding or (ii) establishing or enforcing any right to indemnification or advancement of expenses under this Agreement, applicable law, any other agreement, or any provision of the Company’s Amended and Restated Articles of Incorporation (the “Articles of Incorporation”) or Bylaws now or hereafter in effect or otherwise; provided, however, that “Expenses” shall not include any Liabilities.

(d) “Fiduciary” means an individual serving as a director, officer, trustee, general partner, managing member, fiduciary, board of directors’ committee member, employee or agent of (i) the Company, (ii) any resulting corporation in connection with a consolidation or merger to which the Company is a party or (iii) any other Person (including an employee benefit plan) at the request of the Company, including any service with respect to an employee benefit plan, its participants or its beneficiaries.

(e) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning the rights of Indemnitee under this Agreement or of other indemnities under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. For the avoidance of doubt, any law firm or member of a law firm that shall have advised either party with respect to the review and preparation of this Agreement shall not be Independent Counsel for the purposes of this Agreement.

(f) “Liabilities” means liabilities of any type whatsoever incurred by reason of (i) the fact that Indemnitee is or was a Fiduciary or (ii) any action taken (or failure to act) by him or her or on his or her behalf in the capacity of Fiduciary, including, but not limited to, any judgments, fines (including any excise taxes assessed on Indemnitee with respect to an employee benefit plan), ERISA excise taxes and penalties, and penalties and amounts paid in settlement of any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of such judgments, fines, penalties or amounts paid in settlement).

(g) “Person” means any individual, corporation, partnership, joint venture, firm, association, limited liability company, trust, estate, governmental unit or other enterprise or entity.

(h) “Proceeding” means any threatened, pending or completed investigation, civil or criminal action, third-party action, derivative action, claim, suit, arbitration, counterclaim, cross claim, alternative dispute resolution mechanism, inquiry, administrative hearing or any other proceeding whether civil, criminal, administrative, legislative or investigative, including any appeal therefrom in which Indemnitee was involved, or threatened to be involved, as a party, witness or otherwise by reason of (i) the fact that Indemnitee is or was a Fiduciary or (ii) any action taken (or failure to act) by him or her or on his or her behalf in the capacity of Fiduciary.

(i) “Subsidiary” means any Person of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly by the Company.

SECTION 2. Services by Indemnitee. Indemnitee agrees to continue to serve, or to serve, as a director of the Company at the will of the Company for so long as Indemnitee is duly elected and qualified, appointed or until such time as Indemnitee tenders a resignation in writing or is removed as a director in accordance with the Missouri General and Business Corporation Law (the “MGBCL”), or the Bylaws as amended from time to time; provided, however, Indemnitee may at any time and for any reason resign from such position.

SECTION 3. Indemnification.

(a) Indemnification. Subject to the further provisions of this Agreement, the Company hereby agrees to and shall indemnify Indemnitee and hold him or her harmless from and against any and all Expenses and Liabilities incurred by Indemnitee or on Indemnitee’s behalf, to the fullest extent permitted by applicable law in effect on the date hereof, and to such greater extent as applicable law may thereafter permit or authorize.

(b) Presumptions.

(i) Upon making any request for indemnification under this Agreement, Indemnitee shall be presumed to be entitled to such indemnification and, in connection with any determination with respect to entitlement to indemnification under Section 4(c) hereof, the Company shall have the burdens of coming forward with clear and convincing evidence and of persuasion to overcome that presumption in connection with the making by any Person of any determination contrary to that presumption. Neither the failure of any Person to have made such determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any Person that Indemnitee has not met any applicable standard of conduct, shall be a defense to any such action by Indemnitee or create a presumption that Indemnitee has not met the applicable standard of conduct.

(ii) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee’s action is based on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties,

or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 3(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnatee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(iii) If the Person empowered or selected under Section 4(c) hereof to determine whether Indemnatee is entitled to indemnification shall not have made a determination within ninety (90) calendar days after the final determination in the Proceeding, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnatee shall be entitled to such indemnification, absent (A) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification or (B) a prohibition of such indemnification under applicable law.

(iv) The knowledge and/or actions, or failure to act, of any other Fiduciary shall not be imputed to Indemnatee for purposes of determining any right to indemnification under this Agreement.

(c) Effect of Certain Proceedings. The termination of any Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnatee did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, that Indemnatee had reason to believe his or her conduct was unlawful.

SECTION 4. Advance of Expenses; Indemnification Procedure.

(a) Notice by Indemnatee and Claim for Indemnification. Indemnatee shall, as promptly as reasonably practicable under the circumstances, notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or any other matter which may be subject to indemnification of Liabilities or advancement of Expenses covered by this Agreement; provided however, that any delay or failure to so notify the Company shall relieve the Company of its obligations hereunder only to the extent, if at all, that the Company is actually and materially prejudiced by reason of such delay or failure. Notice to the Company shall be directed to the general counsel of the Company, at the addresses shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Indemnatee) in accordance with Section 17 hereof. To obtain indemnification or advancement of Expenses under this Agreement, Indemnatee shall submit a written request therefor, which shall include a reasonably comprehensive accounting of amounts for which indemnification is being sought and shall refer to one or more of the provisions of this Agreement pursuant to which such claim is being made and may designate that payment be made to another Person on Indemnatee's behalf.

(b) Advancement of Expenses. The Company shall advance all Expenses incurred by Indemnatee or on Indemnatee's behalf, without regard to Indemnatee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnatee hereby undertakes to repay such amounts advanced unless Indemnatee is entitled to be indemnified by the Company. Any advance, and undertakings to repay pursuant to this Section, shall be unsecured and interest free. The advances to be made hereunder shall be paid by the Company to Indemnatee within thirty (30) calendar days following delivery of any written request, from time to time, by Indemnatee to the Company. Advances payable hereunder shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding any statements to the Company to support the advances claimed.

(c) Determination of Entitlement to Indemnification. A determination, if expressly required by applicable law, with respect to Indemnatee's entitlement to indemnification hereunder shall be made within ninety (90) calendar days after final determination in the Proceeding by (i) a majority vote of the Board who are not parties to the Proceeding in respect of which indemnification is sought by Indemnatee, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by Independent Counsel in a written opinion to the Board (a copy of which opinion shall be delivered to Indemnatee) or (iv) if so directed by the Board, by a vote of the shareholders; provided, however, that if there has been a Change of Control at or prior to the time of such notice by Indemnatee, Indemnatee's entitlement to indemnification shall be determined within the foregoing time period by Independent Counsel selected by Indemnatee, such determination to be set forth in a written opinion to the Board (a copy of which opinion shall be delivered to Indemnatee). If, pursuant to the foregoing, it is determined that Indemnatee is entitled to indemnification, payment to Indemnatee shall be made (net of all amounts, if any, previously advanced to Indemnatee or other Persons on Indemnatee's behalf) within thirty (30) calendar days from the date of notice to the Company of the determination. Indemnatee shall reasonably cooperate in the making of such determination, including providing upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnatee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnatee in so cooperating with the Person making such determination shall

be included as Expenses for the purposes of this Agreement. Nothing in this Section 4(c) shall be construed to limit or modify the presumptions in favor of Indemnitee set forth in Section 3(b).

(d) Notice to Insurers. If, at the time of the receipt of any notice of any Proceeding pursuant to Section 4(a) hereof, the Company has directors' and officers' liability insurance in effect, then the Company shall give, if required, prompt notice of the commencement of such Proceeding to the directors' and officers' liability insurers in accordance with the procedures set forth in the respective policies. The failure or refusal of such insurers to pay any such amount shall not affect or impair the obligations of the Company under this Agreement.

(e) Control of Defense; Counsel Costs; Settlement. In connection with paying the Expenses of any Proceeding against Indemnitee under Section 4(b), the Company shall be entitled to elect to assume the defense of such Proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, by the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company shall not be liable to Indemnitee under this Agreement for any fees of separate counsel subsequently incurred by Indemnitee with respect to the same Proceeding; provided, that (i) Indemnitee shall have the right to employ counsel in any such Proceeding at Indemnitee's expense; and provided, further (ii) if (A) the employment of counsel by Indemnitee has been authorized by the Company, (B) Indemnitee has been advised by counsel that there is an actual conflict of interest between the Company and Indemnitee in the conduct of any such defense under the applicable standards of professional conduct or (C) the Company shall not have employed counsel to assume the defense of such Proceeding within a reasonable period of time, then in any such event the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding as to which Indemnitee has received the advice provided for in (B) above. If two or more persons, including Indemnitee, may be entitled to indemnification from the Company as parties to any Proceeding, the Company may require Indemnitee to use the same legal counsel as the other parties. Indemnitee shall have the right to use separate legal counsel in the Proceeding, but the Company shall not be liable to Indemnitee under this Agreement for the fees and expenses of separate legal counsel incurred after the notice from the Company of the requirement to use the same legal counsel as the other parties, unless Indemnitee has been advised by counsel that there is an actual conflict of interest under the applicable standards of professional conduct between Indemnitee and any of the other parties required by the Company to be so represented by the same legal counsel. The Company shall not settle any action or claim in any manner that would impose any limitation or unindemnified penalty on Indemnitee without Indemnitee's written consent, which consent shall not be unreasonably withheld. In connection with any retention of counsel by an Indemnitee, Expenses shall be limited to not more than one (1) law firm plus, if applicable, local counsel in respect of a particular Proceeding. In the event the Company is not entitled to assume the defense of a Proceeding or elects not to assume the defense under the terms hereof, it is entitled to participate in the defense at its own expense.

SECTION 5. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 4(c) of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4(b) hereof, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 4(c) hereof within ninety (90) calendar days after final determination in the Proceeding or (iv) payment of indemnification is not made pursuant to Section 4(c) hereof within thirty (30) calendar days after the date of notice to the Company of the determination that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his entitlement to such indemnification, advancement of Expenses, or to recover damages for breach of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 4(c) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 5 shall be conducted in all respects as a de novo trial and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding commenced pursuant to this Section 5 the Company shall have the burdens of coming forward with clear and convincing evidence and of persuasion that Indemnitee is not entitled to indemnification, and the Company may not refer to or introduce into evidence any determination pursuant to Section 4(c) of this Agreement adverse to Indemnitee for any purpose. If a determination shall have been made pursuant to Section 4(c) hereof that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 5, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(c) In the event that Indemnitee, pursuant to this Section 5, seeks a judicial adjudication to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses actually and reasonably incurred by him or her in such judicial adjudication. If it shall be determined in said judicial adjudication that Indemnitee is entitled to receive part but not all

of the indemnification sought, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses reasonably incurred by Indemnitee in connection with such judicial adjudication.

(d) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 5 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

SECTION 6. Nonexclusivity. The indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Articles of Incorporation, the Bylaws, any agreement, any vote of shareholders or disinterested directors, the MGBCL or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office.

SECTION 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or Liabilities actually or reasonably incurred by Indemnitee in investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses and Liabilities to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, in the event that Indemnitee has been successful on the merits or otherwise in defense of any or all claims for which indemnification is sought hereunder, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

SECTION 8. Mutual Acknowledgment. Both the Company and Indemnitee acknowledge that in certain instances, federal or state law or applicable public policy may prohibit the Company from contributing, advancing expenses or indemnifying Indemnitee under this Agreement or otherwise. If the Company is prohibited from performing under any part of this Agreement due to the any of the items indicated in this Section 8, such non-performance shall not constitute a breach of this Agreement.

SECTION 9. Directors' and Officers' Liability Insurance. The Company shall use its commercially reasonable efforts to obtain and maintain on an ongoing basis a policy or policies of insurance providing liability insurance for Fiduciaries so long as they are employees, including Indemnitee, in respect of acts or omissions occurring while serving in such capacity, and to ensure the Company's performance of its indemnification obligations under this Agreement. To the extent that the Company maintains a policy or policies of insurance pursuant to this Section 9, Indemnitee shall be covered by such policy or policies in accordance with its or their terms.

SECTION 10. Severability. If this Agreement or any portion hereof shall be invalidated or ruled to be unenforceable on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee to the fullest extent permitted by applicable law and the court is expressly requested and authorized to construe this Agreement in order, as closely as possible, to provide the benefits to Indemnitee intended by this Agreement.

SECTION 11. Duration of Agreement. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving as a Fiduciary even though Indemnitee may have ceased to serve in such capacity at the time of any action or other covered proceeding.

SECTION 12. Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee as follows:

(a) Excluded Acts. No indemnification shall be made for any acts or omissions or transactions if and to the extent that it shall be finally determined, that a director may not be relieved of liability arising from any such acts or omissions or transactions under the MGBCL;

(b) Claims Initiated by Indemnitee. No indemnification or advance of Expenses to Indemnitee shall be made with respect to Proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense or compulsory counterclaim, except with respect to such Proceedings brought to establish or enforce a right to indemnification or advancement of Expenses under this Agreement or any other statute or applicable law or otherwise as required under Section 351.355.3 of the MGBCL or any provision of the Articles of Incorporation or Bylaws, unless (i) the Board of Directors has approved the initiation or bringing of such Proceeding (or any part of any Proceeding) or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law;

(c) Lack of Good Faith. No indemnification shall be made to indemnify Indemnitee for any Expenses or Liabilities incurred by Indemnitee with respect to any Proceedings instituted by Indemnitee to enforce or interpret this Agreement, if it shall be determined by a final judgment or other final adjudication, not subject to further appeal or review, that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous;

(d) Insured Claims. No indemnification shall be made to indemnify Indemnitee for Expenses or Liabilities of any type whatsoever if, but only to the extent that, Indemnitee shall have actually received payment with respect to any such Expenses or Liabilities from an insurer under any policy of directors' and officers' liability insurance maintained by the Company, and any such payment shall not be recovered (in whole or in part) from Indemnitee by such insurer;

(e) Claims under Section 16(b) or Sarbanes-Oxley Act. No indemnification shall be made under this Agreement for Expenses, Liabilities and the payment of profits arising from (i) the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Exchange Act or any similar state or local law with respect to the disgorgement of "short swing" profits or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") from an accounting restatement by the Company, or the payment to the Company of profits arising from the purchase, sale or other acquisition or transfer by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or under any employee benefit plan of the Company or other compensatory agreement to which Indemnitee is a party; or

(f) Unauthorized Settlements. No indemnification shall be made under this Agreement for any amounts paid in settlement of any Proceedings covered hereby without the prior consent of the Company to such settlement, which consent shall not be unreasonably withheld; provided, that nothing in this Section 12 shall be construed to limit or modify the presumptions in favor of Indemnitee set forth in Section 3(b).

SECTION 13. Effectiveness of Agreement. The indemnification permitted under the terms of certain provisions of this Agreement shall be effective as of the date first-above written and shall apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was a Fiduciary at the time such act or omission occurred.

SECTION 14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

SECTION 15. Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and executors, administrators, personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the assets of the Company expressly to assume and agree to perform this Agreement in the manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(b) The right to indemnification and advancement of Expenses provided by this Agreement shall continue as to a person who has ceased to be a Fiduciary. If Indemnitee is deceased and would have been entitled to indemnification under any provision of this Agreement, when requested in writing by the spouse of Indemnitee, and/or Indemnitee's heirs, executors, administrators, legatees or assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein.

SECTION 16. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

SECTION 17. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand or by courier and receipted for by the party addressee, on the date of such receipt, (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked or (iii) if sent by facsimile transmission and fax confirmation is received, on the next business day following the date on which such facsimile transmission was sent. Addresses for notice to either party are as shown on the signature page of this Agreement, and may be subsequently modified by written notice.

SECTION 18. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall, at the Company's expense, execute all documents required and do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

SECTION 19. Evidence of Coverage. Upon request by Indemnitee, the Company shall provide copies of any and all directors' and officers' liability insurance policies obtained and maintained in accordance with Section 9 of this Agreement.

SECTION 20. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for herein is held by a court of competent jurisdiction to be unavailable to Indemnatee in whole or part, the parties agree that, in such event, the Company shall contribute to the payment of Indemnatee's Expenses and Liabilities in an amount that is just and equitable in the circumstances, taking into account, among other things, contributions by other directors and officers of the Company pursuant to indemnification agreements or otherwise. The Company and Indemnatee agree that, in the absence of personal enrichment of Indemnatee, or acts of intentional fraud or dishonest or criminal conduct on the part of Indemnatee, it would not be just and equitable for Indemnatee to contribute to the payment of Expenses and Liabilities arising out of a Proceeding in an amount greater than: (i) in a case where Indemnatee is a director of the Company or any of its subsidiaries but not an officer of either, the amount of fees paid to Indemnatee for serving as a director during the twelve (12) months preceding the commencement of such Proceeding; or (ii) in a case where Indemnatee is a director of the Company or any of its subsidiaries and is an officer of either, the amount set forth in clause (i) plus five (5) percent of the aggregate cash compensation paid to Indemnatee for serving as such officer(s) during the twelve (12) months preceding the commencement of such Proceeding; or (iii) in a case where Indemnatee is only an officer of the Company or any of its subsidiaries, 5 percent of the aggregate cash compensation paid to Indemnatee for serving as such officer(s) during the twelve (12) months preceding the commencement of such Proceeding. The Company shall contribute to the payment of Expenses and Liabilities covered hereby to the extent not payable by Indemnatee pursuant to the contribution provisions set forth in the preceding sentence.

SECTION 21. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Expense or Liability of Indemnatee to the extent Indemnatee has otherwise actually received payment (under any insurance policy, the Articles of Incorporation, the Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder. This Agreement shall supersede any prior indemnification agreement between Indemnatee and the Company.

SECTION 22. Specific Performance. The Company and Indemnatee recognize that if any provision of this Agreement is violated by the Company, Indemnatee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnatee shall be entitled, if Indemnatee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnatee may elect it to pursue.

SECTION 23. Representations of the Company. The Company represents and warrants to Indemnatee that neither the execution and delivery of this Agreement by the Company nor the consummation of the transactions set forth herein or contemplated hereby will conflict with or result in any violation of, or constitute a breach of, or a default under, the Articles of Incorporation or Bylaws, or under any contract, instrument, agreement, understanding, mortgage, indenture, lease, insurance policy, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company.

SECTION 24. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Missouri without application of the conflict of laws principles thereof.

SECTION 25. Consent to Jurisdiction. The Company and Indemnatee each hereby irrevocably consent to the jurisdiction and venue of the courts of the state of Missouri for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

SECTION 26. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement.

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

O'REILLY AUTOMOTIVE, INC.
233 South Patterson
Springfield, Missouri 65802

By: _____

Name: _____

Title: _____

Attention: General Counsel

Facsimile: (417) 829-5861

AGREED TO AND ACCEPTED:

INDEMNITEE:

Name: _____

[Address] _____

[Facsimile] _____

Exhibit 10.2 – Second Form of Executive Officer Indemnification Agreement

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2020 between O'Reilly Automotive, Inc., a Missouri corporation (the “Company”), and [INSERT OFFICER NAME] (“Indemnitee”), the [INSERT OFFICER TITLE] of the Company.

WHEREAS, Indemnitee serves or has been nominated to serve as an officer of the Company and agrees, on the condition that Indemnitee be so indemnified, to continue to serve or to serve as an officer of the Company and in such capacity will render services to the Company;

WHEREAS, the Company is aware that because of the increased exposure to litigation subjecting officers to expensive litigation risks, talented and experienced persons are increasingly reluctant to serve or continue to serve as directors and officers of corporations unless they are appropriately indemnified;

WHEREAS, the Company is also aware that statutes and judicial decisions regarding the duties of directors and officers are often difficult to apply, ambiguous or conflicting and therefore fail to provide directors with adequate guidance regarding the proper course of action;

WHEREAS, the Company desires to attract and retain the services of highly experienced and capable individuals, such as Indemnitee, to serve as officers of the Company and to indemnify certain of its officers so as to provide them with the maximum protection permitted by law;

WHEREAS, the Company believes that it is reasonable, prudent, fair, proper and necessary to protect certain of the Company's officers from the risk of judgments, fines, settlements and other expenses that may occur as a result of their service to the Company;

WHEREAS, in recognition of Indemnitee's reliance on the provisions of the Amended and Restated Bylaws of the Company (the “Bylaws”) that require indemnification of Indemnitee to the fullest extent permitted by law, and in part to provide Indemnitee with specific contractual assurance that the protection promised by such Bylaws will be available to Indemnitee (regardless of, among other things, any amendment to or revocation of such Bylaws or any change in the composition of the Company's board of directors (the “Board”) or acquisition transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of expenses to, Indemnitee to the fullest extent, whether partial or complete, permitted by law and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Indemnitee, intending to be legally bound, hereby agree as follows:

SECTION 1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) “Change of Control” shall be deemed to have occurred in any one of the following circumstances occurring after the date hereof: (i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), regardless of whether the Company is then subject to such reporting requirement, (ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the combined voting power of the Company's then outstanding voting securities, (iii) the Company is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Board thereafter or (iv) all or substantially all the assets of the Company are sold or disposed of in a transaction or series of related transactions.

(b) “Enterprise” means any Person of which Indemnitee is or was a Fiduciary.

(c) “Expenses” means all direct and indirect costs (including, without limitation, attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, appeal bonds, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or out-of-pocket expenses) actually and reasonably incurred in connection with (i) any Proceeding or (ii) establishing or enforcing any right to indemnification or advancement of expenses under this Agreement, applicable law, any other agreement, or any provision of the Company's Amended and Restated Articles of Incorporation (the “Articles of Incorporation”) or Bylaws now or hereafter in effect or otherwise; provided, however, that “Expenses” shall not include any Liabilities.

(d) “Fiduciary” means an individual serving as a director, officer, trustee, general partner, managing member, fiduciary, board of directors’ committee member, employee or agent of (i) the Company, (ii) any resulting corporation in connection with a consolidation or merger to which the Company is a party or (iii) any other Person (including an employee benefit plan) at the request of the Company, including any service with respect to an employee benefit plan, its participants or its beneficiaries.

(e) “Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning the rights of Indemnitee under this Agreement or of other indemnities under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. For the avoidance of doubt, any law firm or member of a law firm that shall have advised either party with respect to the review and preparation of this Agreement shall not be Independent Counsel for the purposes of this Agreement.

(f) “Liabilities” means liabilities of any type whatsoever incurred by reason of (i) the fact that Indemnitee is or was a Fiduciary or (ii) any action taken (or failure to act) by him or her or on his or her behalf in the capacity of Fiduciary, including, but not limited to, any judgments, fines (including any excise taxes assessed on Indemnitee with respect to an employee benefit plan), ERISA excise taxes and penalties, and penalties and amounts paid in settlement of any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of such judgments, fines, penalties or amounts paid in settlement).

(g) “Person” means any individual, corporation, partnership, joint venture, firm, association, limited liability company, trust, estate, governmental unit or other enterprise or entity.

(h) “Proceeding” means any threatened, pending or completed investigation, civil or criminal action, third-party action, derivative action, claim, suit, arbitration, counterclaim, cross claim, alternative dispute resolution mechanism, inquiry, administrative hearing or any other proceeding whether civil, criminal, administrative, legislative or investigative, including any appeal therefrom in which Indemnitee was involved, or threatened to be involved, as a party, witness or otherwise by reason of (i) the fact that Indemnitee is or was a Fiduciary or (ii) any action taken (or failure to act) by him or her or on his or her behalf in the capacity of Fiduciary.

(i) “Subsidiary” means any Person of which a majority of the outstanding voting securities or other voting equity interests are owned, directly or indirectly by the Company.

SECTION 2. Services by Indemnitee. Indemnitee agrees to continue to serve, or to serve, as an officer of the Company at the will of the Company for so long as Indemnitee is duly elected and qualified, appointed or until such time as Indemnitee tenders a resignation in writing or is removed as an officer in accordance with the Missouri General and Business Corporation Law (the “MGBCL”), or the Bylaws as amended from time to time; provided, however, Indemnitee may at any time and for any reason resign from such position.

SECTION 3. Indemnification.

(a) Indemnification. Subject to the further provisions of this Agreement, the Company hereby agrees to and shall indemnify Indemnitee and hold him or her harmless from and against any and all Expenses and Liabilities incurred by Indemnitee or on Indemnitee’s behalf, to the fullest extent permitted by applicable law in effect on the date hereof, and to such greater extent as applicable law may thereafter permit or authorize.

(b) Presumptions.

(i) Upon making any request for indemnification under this Agreement, Indemnitee shall be presumed to be entitled to such indemnification and, in connection with any determination with respect to entitlement to indemnification under Section 4(c) hereof, the Company shall have the burdens of coming forward with clear and convincing evidence and of persuasion to overcome that presumption in connection with the making by any Person of any determination contrary to that presumption. Neither the failure of any Person to have made such determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any Person that Indemnitee has not met any applicable standard of conduct, shall be a defense to any such action by Indemnitee or create a presumption that Indemnitee has not met the applicable standard of conduct.

(ii) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee’s action is based on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties,

or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 3(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnatee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(iii) If the Person empowered or selected under Section 4(c) hereof to determine whether Indemnatee is entitled to indemnification shall not have made a determination within ninety (90) calendar days after the final determination in the Proceeding, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnatee shall be entitled to such indemnification, absent (A) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification or (B) a prohibition of such indemnification under applicable law.

(iv) The knowledge and/or actions, or failure to act, of any other Fiduciary shall not be imputed to Indemnatee for purposes of determining any right to indemnification under this Agreement.

(c) Effect of Certain Proceedings. The termination of any Proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnatee did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, that Indemnatee had reason to believe his or her conduct was unlawful.

SECTION 4. Advance of Expenses; Indemnification Procedure.

(a) Notice by Indemnatee and Claim for Indemnification. Indemnatee shall, as promptly as reasonably practicable under the circumstances, notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or any other matter which may be subject to indemnification of Liabilities or advancement of Expenses covered by this Agreement; provided however, that any delay or failure to so notify the Company shall relieve the Company of its obligations hereunder only to the extent, if at all, that the Company is actually and materially prejudiced by reason of such delay or failure. Notice to the Company shall be directed to the general counsel of the Company, at the addresses shown on the signature page of this Agreement (or such other address as the Company shall designate in writing to Indemnatee) in accordance with Section 17 hereof. To obtain indemnification or advancement of Expenses under this Agreement, Indemnatee shall submit a written request therefor, which shall include a reasonably comprehensive accounting of amounts for which indemnification is being sought and shall refer to one or more of the provisions of this Agreement pursuant to which such claim is being made and may designate that payment be made to another Person on Indemnatee's behalf.

(b) Advancement of Expenses. The Company shall advance all Expenses incurred by Indemnatee or on Indemnatee's behalf, without regard to Indemnatee's ultimate entitlement to indemnification under the other provisions of this Agreement. Indemnatee hereby undertakes to repay such amounts advanced unless Indemnatee is entitled to be indemnified by the Company. Any advance, and undertakings to repay pursuant to this Section, shall be unsecured and interest free. The advances to be made hereunder shall be paid by the Company to Indemnatee within thirty (30) calendar days following delivery of any written request, from time to time, by Indemnatee to the Company. Advances payable hereunder shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding any statements to the Company to support the advances claimed.

(c) Determination of Entitlement to Indemnification. A determination, if expressly required by applicable law, with respect to Indemnatee's entitlement to indemnification hereunder shall be made within ninety (90) calendar days after final determination in the Proceeding by (i) a majority vote of the Board who are not parties to the Proceeding in respect of which indemnification is sought by Indemnatee, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by Independent Counsel in a written opinion to the Board (a copy of which opinion shall be delivered to Indemnatee) or (iv) if so directed by the Board, by a vote of the shareholders; provided, however, that if there has been a Change of Control at or prior to the time of such notice by Indemnatee, Indemnatee's entitlement to indemnification shall be determined within the foregoing time period by Independent Counsel selected by Indemnatee, such determination to be set forth in a written opinion to the Board (a copy of which opinion shall be delivered to Indemnatee). The Company agrees to pay the reasonable fees of any Independent Counsel. If, pursuant to the foregoing, it is determined that Indemnatee is entitled to indemnification, payment to Indemnatee shall be made (net of all amounts, if any, previously advanced to Indemnatee or other Persons on Indemnatee's behalf) within thirty (30) calendar days from the date of notice to the Company of the determination. Indemnatee shall reasonably cooperate in the making of such determination, including providing upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnatee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnatee in so cooperating with the Person making such determination shall be included as

Expenses for the purposes of this Agreement. Nothing in this Section 4(c) shall be construed to limit or modify the presumptions in favor of Indemnitee set forth in Section 3(b).

(d) Notice to Insurers. If, at the time of the receipt of any notice of any Proceeding pursuant to Section 4(a) hereof, the Company has directors' and officers' liability insurance in effect, then the Company shall give, if required, prompt notice of the commencement of such Proceeding to the directors' and officers' liability insurers in accordance with the procedures set forth in the respective policies. The failure or refusal of such insurers to pay any such amount shall not affect or impair the obligations of the Company under this Agreement.

(e) Control of Defense; Counsel Costs; Settlement. In connection with paying the Expenses of any Proceeding against Indemnitee under Section 4(b), the Company shall be entitled to elect to assume the defense of such Proceeding, with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, by the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company shall not be liable to Indemnitee under this Agreement for any fees of separate counsel subsequently incurred by Indemnitee with respect to the same Proceeding; provided, that (i) Indemnitee shall have the right to employ counsel in any such Proceeding at Indemnitee's expense; and provided, further (ii) if (A) the employment of counsel by Indemnitee has been authorized by the Company, (B) Indemnitee has been advised by counsel that there is an actual conflict of interest between the Company and Indemnitee in the conduct of any such defense under the applicable standards of professional conduct or (C) the Company shall not have employed counsel to assume the defense of such Proceeding within a reasonable period of time, then in any such event the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding as to which Indemnitee has received the advice provided for in (B) above. If two or more persons, including Indemnitee, may be entitled to indemnification from the Company as parties to any Proceeding, the Company may require Indemnitee to use the same legal counsel as the other parties. Indemnitee shall have the right to use separate legal counsel in the Proceeding, but the Company shall not be liable to Indemnitee under this Agreement for the fees and expenses of separate legal counsel incurred after the notice from the Company of the requirement to use the same legal counsel as the other parties, unless Indemnitee has been advised by counsel that there is an actual conflict of interest under the applicable standards of professional conduct between Indemnitee and any of the other parties required by the Company to be so represented by the same legal counsel. The Company shall not settle any action or claim in any manner that would impose any limitation or unindemnified penalty on Indemnitee without Indemnitee's written consent, which consent shall not be unreasonably withheld. In connection with any retention of counsel by an Indemnitee, Expenses shall be limited to not more than one (1) law firm plus, if applicable, local counsel in respect of a particular Proceeding. In the event the Company is not entitled to assume the defense of a Proceeding or elects not to assume the defense under the terms hereof, it is entitled to participate in the defense at its own expense.

SECTION 5. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 4(c) of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4(b) hereof, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 4(c) hereof within ninety (90) calendar days after final determination in the Proceeding or (iv) payment of indemnification is not made pursuant to Section 4(c) hereof within thirty (30) calendar days after the date of notice to the Company of the determination that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his entitlement to such indemnification, advancement of Expenses, or to recover damages for breach of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 4(c) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 5 shall be conducted in all respects as a de novo trial and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding commenced pursuant to this Section 5 the Company shall have the burdens of coming forward with clear and convincing evidence and of persuasion that Indemnitee is not entitled to indemnification, and the Company may not refer to or introduce into evidence any determination pursuant to Section 4(c) of this Agreement adverse to Indemnitee for any purpose. If a determination shall have been made pursuant to Section 4(c) hereof that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 5, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(c) In the event that Indemnitee, pursuant to this Section 5, seeks a judicial adjudication to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses actually and reasonably incurred by him or her in such judicial adjudication. If it shall be determined in said judicial adjudication that Indemnitee is entitled to receive part but not all

of the indemnification sought, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company against, any and all Expenses reasonably incurred by Indemnitee in connection with such judicial adjudication.

(d) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 5 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

SECTION 6. Nonexclusivity. The indemnification provided by this Agreement shall be in addition to any rights to which Indemnitee may be entitled under the Articles of Incorporation, the Bylaws, any agreement, any vote of shareholders or disinterested directors, the MGBCL or otherwise, both as to action in Indemnitee's official capacity and as to action in another capacity while holding such office.

SECTION 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses or Liabilities actually or reasonably incurred by Indemnitee in investigation, defense, appeal or settlement of any Proceeding, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion of such Expenses and Liabilities to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, in the event that Indemnitee has been successful on the merits or otherwise in defense of any or all claims for which indemnification is sought hereunder, Indemnitee shall be indemnified against all Expenses incurred in connection therewith.

SECTION 8. Mutual Acknowledgment. Both the Company and Indemnitee acknowledge that in certain instances, federal or state law or applicable public policy may prohibit the Company from contributing, advancing expenses or indemnifying Indemnitee under this Agreement or otherwise. If the Company is prohibited from performing under any part of this Agreement due to the any of the items indicated in this Section 8, such non-performance shall not constitute a breach of this Agreement.

SECTION 9. Directors' and Officers' Liability Insurance. The Company shall use its commercially reasonable efforts to obtain and maintain on an ongoing basis a policy or policies of insurance providing liability insurance for Fiduciaries so long as they are employees, including Indemnitee, in respect of acts or omissions occurring while serving in such capacity, and to ensure the Company's performance of its indemnification obligations under this Agreement. To the extent that the Company maintains a policy or policies of insurance pursuant to this Section 9, Indemnitee shall be covered by such policy or policies in accordance with its or their terms.

SECTION 10. Severability. If this Agreement or any portion hereof shall be invalidated or ruled to be unenforceable on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify Indemnitee to the fullest extent permitted by applicable law and the court is expressly requested and authorized to construe this Agreement in order, as closely as possible, to provide the benefits to Indemnitee intended by this Agreement.

SECTION 11. Duration of Agreement. The indemnification provided under this Agreement shall continue as to Indemnitee for any action taken or not taken while serving as a Fiduciary even though Indemnitee may have ceased to serve in such capacity at the time of any action or other covered proceeding.

SECTION 12. Exceptions. Any other provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee as follows:

(a) Excluded Acts. No indemnification shall be made for any acts or omissions or transactions if and to the extent that it shall be finally determined, that an officer may not be relieved of liability arising from any such acts or omissions or transactions under the MGBCL;

(b) Claims Initiated by Indemnitee. No indemnification or advance of Expenses to Indemnitee shall be made with respect to Proceedings or claims initiated or brought voluntarily by Indemnitee and not by way of defense or compulsory counterclaim, except with respect to such Proceedings brought to establish or enforce a right to indemnification or advancement of Expenses under this Agreement or any other statute or applicable law or otherwise as required under Section 351.355.3 of the MGBCL or any provision of the Articles of Incorporation or Bylaws, unless (i) the Board of Directors has approved the initiation or bringing of such Proceeding (or any part of any Proceeding) or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law;

(c) Lack of Good Faith. No indemnification shall be made to indemnify Indemnitee for any Expenses or Liabilities incurred by Indemnitee with respect to any Proceedings instituted by Indemnitee to enforce or interpret this Agreement, if it shall be determined by a final judgment or other final adjudication, not subject to further appeal or review, that each of the material assertions made by Indemnitee in such proceeding was not made in good faith or was frivolous;

(d) Insured Claims. No indemnification shall be made to indemnify Indemnitee for Expenses or Liabilities of any type whatsoever if, but only to the extent that, Indemnitee shall have actually received payment with respect to any such Expenses or Liabilities from an insurer under any policy of directors' and officers' liability insurance maintained by the Company, and any such payment shall not be recovered (in whole or in part) from Indemnitee by such insurer;

(e) Claims under Section 16(b) or Sarbanes-Oxley Act. No indemnification shall be made under this Agreement for Expenses, Liabilities and the payment of profits arising from (i) the purchase and sale by Indemnitee of securities in violation of Section 16(b) of the Exchange Act or any similar state or local law with respect to the disgorgement of "short swing" profits or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") from an accounting restatement by the Company, or the payment to the Company of profits arising from the purchase, sale or other acquisition or transfer by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or under any employee benefit plan of the Company or other compensatory agreement to which Indemnitee is a party; or

(f) Unauthorized Settlements. No indemnification shall be made under this Agreement for any amounts paid in settlement of any Proceedings covered hereby without the prior consent of the Company to such settlement, which consent shall not be unreasonably withheld;

provided, that nothing in this Section 12 shall be construed to limit or modify the presumptions in favor of Indemnitee set forth in Section 3(b).

SECTION 13. Effectiveness of Agreement. The indemnification permitted under the terms of certain provisions of this Agreement shall be effective as of the date first-above written and shall apply to acts or omissions of Indemnitee which occurred prior to such date if Indemnitee was a Fiduciary at the time such act or omission occurred.

SECTION 14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

SECTION 15. Successors and Assigns.

(a) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and executors, administrators, personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the assets of the Company expressly to assume and agree to perform this Agreement in the manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(b) The right to indemnification and advancement of Expenses provided by this Agreement shall continue as to a person who has ceased to be a Fiduciary. If Indemnitee is deceased and would have been entitled to indemnification under any provision of this Agreement, when requested in writing by the spouse of Indemnitee, and/or Indemnitee's heirs, executors, administrators, legatees or assigns, the Company shall provide appropriate evidence of the Company's agreement set out herein.

SECTION 16. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

SECTION 17. Notice. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand or by courier and receipted for by the party addressee, on the date of such receipt, (ii) if mailed by domestic certified or registered mail with postage prepaid, on the third business day after the date postmarked or (iii) if sent by facsimile transmission and fax confirmation is received, on the next business day following the date on which such facsimile transmission was sent. Addresses for notice to either party are as shown on the signature page of this Agreement, and may be subsequently modified by written notice.

SECTION 18. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall, at the Company's expense, execute all documents required and do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

SECTION 19. Evidence of Coverage. Upon request by Indemnatee, the Company shall provide copies of any and all directors' and officers' liability insurance policies obtained and maintained in accordance with Section 9 of this Agreement.

SECTION 20. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for herein is held by a court of competent jurisdiction to be unavailable to Indemnatee in whole or part, the parties agree that, in such event, the Company shall contribute to the payment of Indemnatee's Expenses and Liabilities in an amount that is just and equitable in the circumstances, taking into account, among other things, contributions by other directors and officers of the Company pursuant to indemnification agreements or otherwise. The Company and Indemnatee agree that, in the absence of personal enrichment of Indemnatee, or acts of intentional fraud or dishonest or criminal conduct on the part of Indemnatee, it would not be just and equitable for Indemnatee to contribute to the payment of Expenses and Liabilities arising out of a Proceeding in an amount greater than: (i) in a case where Indemnatee is a director of the Company or any of its subsidiaries but not an officer of either, the amount of fees paid to Indemnatee for serving as a director during the twelve (12) months preceding the commencement of such Proceeding; or (ii) in a case where Indemnatee is a director of the Company or any of its subsidiaries and is an officer of either, the amount set forth in clause (i) plus five (5) percent of the aggregate cash compensation paid to Indemnatee for serving as such officer(s) during the twelve (12) months preceding the commencement of such Proceeding; or (iii) in a case where Indemnatee is only an officer of the Company or any of its subsidiaries, 5 percent of the aggregate cash compensation paid to Indemnatee for serving as such officer(s) during the twelve (12) months preceding the commencement of such Proceeding. The Company shall contribute to the payment of Expenses and Liabilities covered hereby to the extent not payable by Indemnatee pursuant to the contribution provisions set forth in the preceding sentence.

SECTION 21. No Duplication of Payments. The Company shall not be liable under this Agreement to make any payment in connection with any Expense or Liability of Indemnatee to the extent Indemnatee has otherwise actually received payment (under any insurance policy, the Articles of Incorporation, the Bylaws or otherwise) of the amounts otherwise indemnifiable hereunder. This Agreement shall supersede any prior indemnification agreement between Indemnatee and the Company.

SECTION 22. Specific Performance. The Company and Indemnatee recognize that if any provision of this Agreement is violated by the Company, Indemnatee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnatee shall be entitled, if Indemnatee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnatee may elect it to pursue.

SECTION 23. Representations of the Company. The Company represents and warrants to Indemnatee that neither the execution and delivery of this Agreement by the Company nor the consummation of the transactions set forth herein or contemplated hereby will conflict with or result in any violation of, or constitute a breach of, or a default under, the Articles of Incorporation or Bylaws, or under any contract, instrument, agreement, understanding, mortgage, indenture, lease, insurance policy, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company.

SECTION 24. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of Missouri without application of the conflict of laws principles thereof.

SECTION 25. Consent to Jurisdiction. The Company and Indemnatee each hereby irrevocably consent to the jurisdiction and venue of the courts of the state of Missouri for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

SECTION 26. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement.

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

O'REILLY AUTOMOTIVE, INC.
233 South Patterson
Springfield, Missouri 65802

By: _____

Name: _____

Title: _____

Attention: General Counsel

Facsimile: (417) 829-5861

AGREED TO AND ACCEPTED:

INDEMNITEE:

Name: _____

[Address] _____

[Facsimile] _____



**O'Reilly Automotive, Inc. 2017 Incentive Award Plan
Stock Option Agreement**

Pursuant to the Stock Option Grant Notice (the "Grant Notice") to which this Stock Option Agreement (this "Agreement") is attached, O'Reilly Automotive, Inc. (the "Company"), has granted to the Optionee an option (the "Option") under the Company's 2017 Incentive Award Plan, as amended from time to time (the "Plan") to purchase the number of shares of common stock of the Company ("Shares") indicated in the Grant Notice. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and Grant Notice.

**ARTICLE I
GENERAL**

1.1 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan, which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II
GRANT OF OPTION**

2.1 Grant of Option. In consideration of the Optionee's past and/or continued employment with or service to the Company or any Affiliate and for other good and valuable consideration, effective as of the Grant Date set forth in the Grant Notice (the "Grant Date"), the Company grants to the Optionee the Option to purchase any part or all of the aggregate number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Agreement.

2.2 Exercise Price. The exercise price of the Shares subject to the Option shall be as set forth in the Grant Notice, without commission or other charge; provided, however, that the exercise price per share of the Shares subject to the Option shall not be less than 100% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, if this Option is an Incentive Stock Option and the Optionee is a Greater Than 10% Stockholder as of the Grant Date, the exercise price per share of the Shares subject to the Option shall not be less than 110% of the Fair Market Value of a Share on the Grant Date.

2.3 Consideration to the Company. In consideration of the grant of the Option by the Company, the Optionee agrees to render services to the Company or any Affiliate. Nothing in the Plan or this Agreement shall confer upon the Optionee any right to continue in the employ or service of the Company or any Affiliate or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of the Optionee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and the Optionee.

**ARTICLE III
PERIOD OF EXERCISABILITY**

3.1 Commencement of Exercisability.

(a) Except as otherwise provided herein, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) No portion of the Option which has not become vested and exercisable as of the date of the Optionee's Termination of Service shall thereafter become vested and exercisable, except as may be otherwise provided by the Administrator or as set forth in a written agreement between the Company and the Optionee.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment which becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof.

3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

- (a) The Expiration Date set forth in the Grant Notice;
- (b) If this Option is designated as an Incentive Stock Option and the Optionee is a Greater Than 10% Stockholder as of the Grant Date, the expiration of five (5) years from the Grant Date;
- (c) Five (5) business days following the Optionee's Termination of Service by the Company for any reason (other than due to death, disability, Retirement or Cause);
- (d) The expiration of twelve (12) months from the date of the Optionee's Termination of Service by reason of the Optionee's death or disability, but only as to the vested portion of any grant of options at the time of the Optionee's death or disability;
- (e) The expiration of twelve (12) months from the date of the Optionee's Retirement of Service from the Company;
- (f) The start of business on the date of the Optionee's Termination of Service by the Company for Cause;
- (g) The date upon which Optionee is or accepts transfer to a position within the Company that is not eligible for options, as determined from time to time by the Administrator of the Plan, but only as to the unvested portion of any grant of options at the time of transfer; or
- (h) The date upon which Optionee is demoted to a position within the Company that is not eligible for the number of options granted, as determined from time to time by the Administrator of the Plan, but only as to the unvested portion of any grant of options at the time of demotion.

The Optionee acknowledges that an Incentive Stock Option exercised more than three (3) months after the Optionee's Termination of Service, other than by reason of death or disability, will be taxed as a Non-Qualified Stock Option.

3.4 Special Tax Consequences. The Optionee acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Stock Options, including the Option, are exercisable for the first time by the Optionee in any calendar year exceeds \$100,000, the Option and such other options shall be Non-Qualified Stock Options to the extent necessary to comply with the limitations imposed by Section 422(d) of the Code. The Optionee further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other "incentive stock options" into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder.

ARTICLE IV **EXERCISE OF OPTION**

4.1 Person Eligible to Exercise. Except as provided in Section 5.2 hereof, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the death of the Optionee, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by the deceased Optionee's personal representative or by any person empowered to do so under the deceased Optionee's will or under the then-applicable laws of descent and distribution.

4.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof. However, the Option shall not be exercisable with respect to fractional shares.

4.3 Manner of Exercise. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person or entity designated by the Company) of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 3.3 hereof:

- (a) A written or electronic notice complying with the applicable rules established by the Administrator stating that the Option, or a portion thereof, is exercised. The notice shall be signed by the Optionee or other person then entitled to exercise the Option or such portion of the Option;
- (b) Full payment of the exercise price and, if applicable, withholding taxes to the stock administrator of the Company for the Shares with respect to which the Option, or portion thereof, is exercised, in a manner permitted by Section 4.4 hereof;

(c) Any other written representations or documents as may be required in the Administrator's sole discretion to effect compliance with all applicable provisions of the Securities Act, the Exchange Act, any other federal, state or foreign securities laws or regulations, the rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded or any other applicable law; and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option.

Notwithstanding any of the foregoing, the Company shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

4.4 Method of Payment. Payment of the exercise price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) Cash;

(b) Check;

(c) With the consent of the Administrator, delivery of a written or electronic notice that the Optionee has placed a market sell order with a broker with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate exercise price; provided, that payment of such proceeds is then made to the Company upon settlement of such sale;

(d) With the consent of the Administrator, surrender of other Shares which have been held by the Optionee for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares with respect to which the Option or portion thereof is being exercised;

(e) With the consent of the Administrator, surrendered Shares issuable upon the exercise of the Option having a Fair Market Value on the date of exercise equal to the aggregate exercise price of the Shares with respect to which the Option or portion thereof is being exercised; or

(f) With the consent of the Administrator, such other form of legal consideration as may be acceptable to the Administrator.

4.5 Conditions to Issuance of Stock Certificates. The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares, treasury Shares or issued Shares which have then been reacquired by the Company. Such Shares shall be fully paid and nonassessable. The Company shall not be required to issue or deliver any certificates or make any book entries evidencing Shares purchased upon the exercise of the Option or portion thereof prior to fulfillment of the conditions set forth in Section 11.4 of the Plan.

4.6 Rights as Stockholder. The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares purchasable upon the exercise of any part of the Option unless and until such Shares shall have been issued by the Company and held of record by such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13.2 of the Plan.

ARTICLE V

OTHER PROVISIONS

5.1 Administration. The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator in good faith shall be final and binding upon the Optionee, the Company and all other interested persons. No member of the Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Option.

5.2 Transferability of Option. Except as otherwise set forth in the Plan:

(a) The Option may not be sold, pledged, assigned or transferred in any manner other than by will or

the laws of descent and distribution;

(b) The Option shall not be liable for the debts, contracts or engagements of the Optionee or the Optionee's successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, hypothecation, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy) unless and until the Option has been exercised, and any attempted disposition thereof prior to exercise shall be null and void and of no effect, except to the extent that such disposition is permitted by Section 5.2(a) hereof; and

(c) During the lifetime of the Optionee, only the Optionee may exercise the Option (or any portion thereof); after the death of the Optionee, any exercisable portion of the Option may, prior to the time when such portion becomes unexercisable under the Plan or this Agreement, be exercised by the Optionee's personal representative or by any person empowered to do so under the deceased Optionee's will or under the then-applicable laws of descent and distribution.

5.3 Tax Consultation. The Optionee represents that the Optionee has consulted with any tax consultants the Optionee deems advisable in connection with the purchase or disposition of Shares and that the Optionee is not relying on the Company for any tax advice.

5.4 Adjustments. The Optionee acknowledges that the Option is subject to modification and termination in certain events as provided in this Agreement and Article 13 of the Plan.

5.5 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the at the Company's principal office, and any notice to be given to the Optionee shall be addressed to the Optionee's last address reflected on the Company's records. Any notice which is required to be given to the Optionee shall, if the Optionee is then deceased, be given to the person entitled to exercise his or her Option pursuant to Section 4.1 hereof by written notice under this Section 5.5. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) through the United States Postal Service.

5.6 Optionee's Representations. If the Shares purchasable pursuant to the exercise of this Option have not been registered under the Securities Act or any applicable state laws on an effective registration statement at the time this Option is exercised, the Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, make such written representations as are deemed necessary or appropriate by the Company and/or its counsel.

5.7 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.8 Governing Law. The laws of the State of Missouri shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.9 Conformity to Securities Laws. The Optionee acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

5.10 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, provided, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of the Optionee.

5.11 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in this Article 5, this Agreement shall be binding upon the Optionee and his or her heirs, executors, administrators, successors and assigns.

5.12 Notification of Disposition. If this Option is designated as an Incentive Stock Option, the Optionee shall give prompt notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date with respect to such Shares or (b) within one (1) year after the transfer of such Shares to the Optionee. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Optionee in such disposition or

other transfer.

5.13 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if the Optionee is subject to Section 16 of the Exchange Act, then the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.14 Not a Contract of Service Relationship. Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue to serve as an Employee or other service provider of the Company or any of its Affiliates or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate the services of the Optionee at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and the Optionee.

5.15 Entire Agreement. The Plan, the Grant Notice and this Agreement (including all Exhibits thereto, if any) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and the Optionee with respect to the subject matter hereof.

5.16 Section 409A. Notwithstanding any other provision of the Plan, this Agreement or the Grant Notice, the Plan, this Agreement and the Grant Notice shall be interpreted in accordance with the requirements of Section 409A of the Code. The Administrator may, in its discretion, adopt such amendments to the Plan, this Agreement or the Grant Notice or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate to comply with the requirements of Section 409A of the Code.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES

CERTIFICATIONS

I, Gregory D. Johnson, certify that:

1. I have reviewed this report on Form 10-Q of O'Reilly Automotive, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2020

/s/ Gregory D. Johnson
Gregory D. Johnson
Chief Executive Officer and
Co-President
(Principal Executive Officer)

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES

CERTIFICATIONS

I, Thomas McFall, certify that:

1. I have reviewed this report on Form 10-Q of O'Reilly Automotive, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 7, 2020

/s/ Thomas McFall

Thomas McFall

Executive Vice President and

Chief Financial Officer

(Principal Financial and Accounting Officer)

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES

O'REILLY AUTOMOTIVE, INC.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Report of O'Reilly Automotive, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory D. Johnson, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Gregory D. Johnson
Gregory D. Johnson
Chief Executive Officer

August 7, 2020

This certification is made solely for purposes of 18 U.S.C. Section 1350, and not for any other purpose. This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

O'REILLY AUTOMOTIVE, INC. AND SUBSIDIARIES

O'REILLY AUTOMOTIVE, INC.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Report of O'Reilly Automotive, Inc. (the "Company") on Form 10-Q for the period ended June 30, 2020, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas McFall, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Thomas McFall
Thomas McFall
Chief Financial Officer

August 7, 2020

This certification is made solely for purposes of 18 U.S.C. Section 1350, and not for any other purpose. This certification accompanies the Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.