



① SHARED PARKING AND MUTUAL ACCESS EASEMENT AGREEMENT

This Shared Parking and Mutual Access Easement Agreement (hereafter "this Agreement") is made and entered into this 15 day of September, 2014 by and between ROLAND INVESTMENTS, Ltd., an Oklahoma corporation (hereafter "RIL") and BA HOLDINGS, LLC, an Oklahoma limited liability company (hereafter "BAH").

RECITALS

1. RIL and BAH are the respective owners of contiguous commercial properties in the City of Broken Arrow, Tulsa County, State of Oklahoma, to-wit:
 - (a) RIL is the record title owner and in possession of a parcel of land more particularly described in Exhibit "A" hereto attached (hereafter "Lot 3 Tract C");
 - (b) BAH is the record title owner and in possession of a parcel of land more particularly described in Exhibit "B" hereto attached (hereafter "Lot 4 Tract C");
2. RIL and BAH desire to share park 22 parking spaces on Lot 3 Tract C;
3. RIL and BAH further desire to grant mutual access easements over their respective lots to provide reasonable, convenient and efficient flow of vehicular and pedestrian traffic of their customers and visitors and to allow the customers and visitors of each owner to cross the other owners' properties while entering, circulating, parking and leaving the area.

Pursuant to the foregoing recitals, the parties covenant and agree as follows:

Section 1. SHARED PARKING AREA.

BAH shall construct and maintain a shared parking area for 22 parking spaces on Lot 3 Tract C as depicted on Exhibit "C" (the "Shared Parking Area").

RIL hereby grants BAH, its successors and assigns, the non-exclusive perpetual right to use the Shared Parking Area as an integral part of its business parking.

In the event one or more of the parking spaces in the non-exclusive Shared Parking Area are occupied by other than BAH customers and visitors, RIL hereby grants to BAH the right to occupy other parking space within Lot 3 Tract C on a one space for one space basis.

Page 1 of 4

RECORD & RETURN TO:
COMMERCIAL TITLE & EASEMENT SERVICES, INC.
4739 E. 91ST ST. STE. 200
TULSA, OK 74137

TULSA COUNTY CLERK & TITLE CO.
612 S. DENVER AVE.
TULSA, OK 74119

14-4205

Section 2. DEVELOPMENT AND SURFACING.

BAH's plans and specifications for the development and surfacing of the Shared Parking Area must be prior approved by RIL, must be of such quality as is customarily required for the contemplated usage of Lot 3 Tract C, and must meet or exceed all requirements of the City of Broken Arrow. BAH shall bear the entire cost of the development and surfacing of the Shared Parking Area and shall have completed the development and surfacing thereof before the issuance of its Certificate of Occupancy from the City of Broken Arrow, Oklahoma.

Section 3. MAINTENANCE.

BAH, or its successor in interest, shall be solely responsible for the reasonable maintenance of the Shared Parking Area. In the event BAH, or its successor in interest, fails to comply with the foregoing, RIL, or its successor in interest, may notify the defaulting party in writing specifying the default and in the event a remedy is not effected within a reasonable time, RIL, or its successor in interest, shall have the right to remedy the default and the defaulting party shall reimburse all costs thereof upon demand.

Section 4. INDEMNIFICATION.

BAH, its successors and assigns, shall defend, indemnify and hold RIL, its successor and assigns, harmless against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and attorney's fees with respect of the development, surfacing and maintenance of the Shared Parking Area.

Section 5. MUTUAL ACCESS EASEMENT GRANTS.

RIL and BAH further hereby grant to each other and to each other's successors, assigns, invitees, customers, lessees, licensees, subtenants, concessionaires, employees and agents, the non-exclusive right and privilege of entry and easement in, over and through their respective lots for reasonable, convenient and efficient flow of vehicular and pedestrian traffic of their customers and visitors and to allow the customers and visitors of each owner to cross the other owner's property while entering, circulating, parking and leaving the area.

Section 6. RESERVATION OF RIGHTS.

Notwithstanding any provisions herein to the contrary, each party reserves onto itself, its successors and assigns, title to its respective lot, and the right to grant

additional easements on, over and across its respective lot for the purpose of installing and maintaining utility and communication lines and facilities necessary for the use and operation thereof.

Section 7. ESTOPPEL AND NON-TERMINATION.

(a) Estoppel Certificate. Upon written request the owner of either lot shall within ten (10) days from receipt thereof, furnish a certificate, signed by an authorized party on behalf of the owner, stating whether any obligation pertaining to this Agreement remains unperformed or whether there exists any default of any other obligation arising from this Agreement, and shall further set forth with particularity the extent of any such nonperformance or default. The owner having executed a certificate as above set forth shall be estopped from asserting any nonperformance or other default inconsistent with the certificate, and the other owner and/or any third person having an interest in that owner's lot may rely thereon. If an owner fails to timely respond to a request to provide an estoppel certificate, then it shall be deemed that such owner is unaware of any default or failure to perform an obligation set forth in this Agreement by either party.

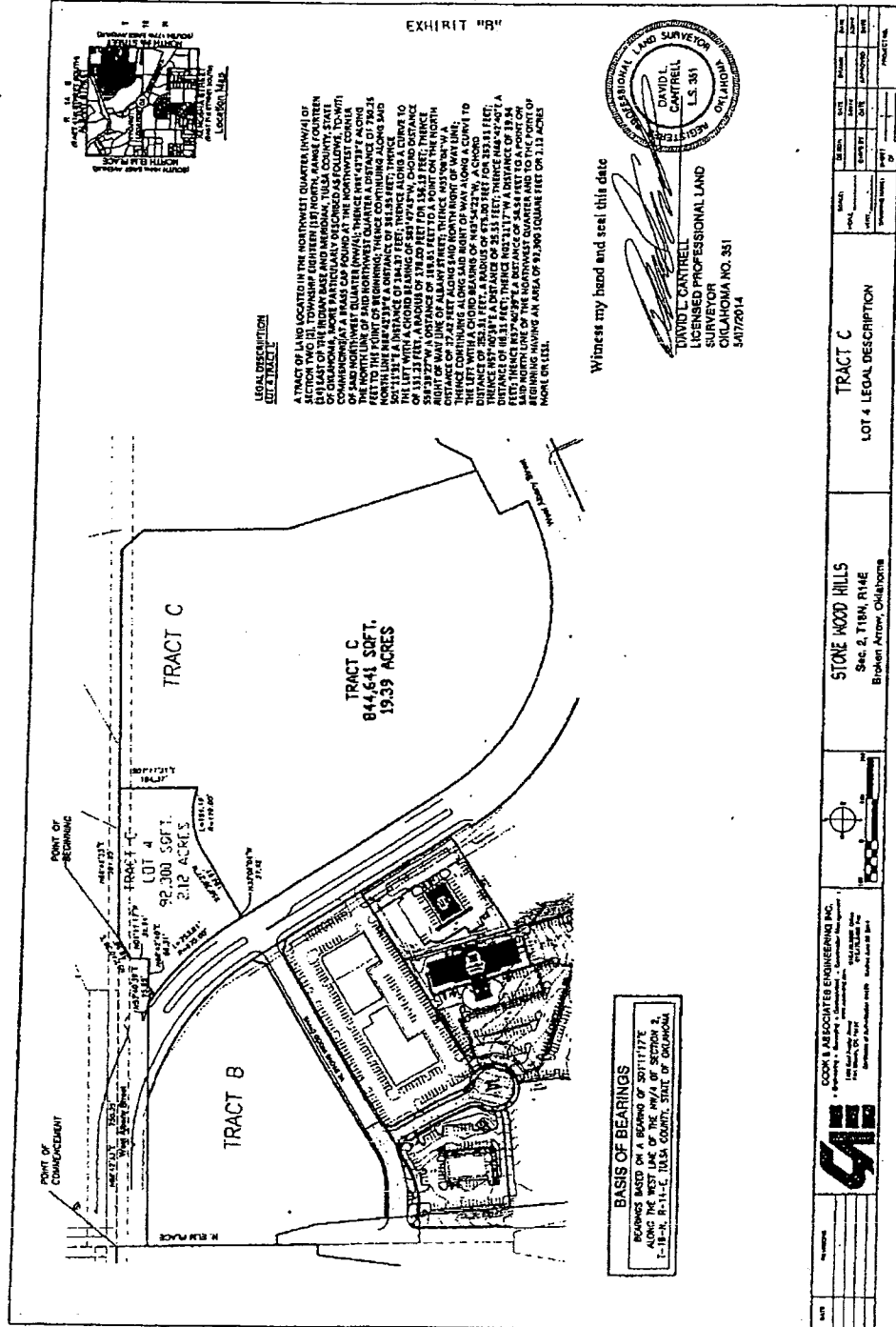
(b) Non-termination. The failure to perform an obligation above set forth shall not result in termination of this Agreement and the easements and rights herein set forth.

Section 8. ENFORCEMENT.

The parties, or the parties' successors, shall have the right to compel performance of the terms and provisions of this Agreement by suit for specific performance or mandatory injunction, and the right to restrain or enjoin any threatened or continuing violation of the terms thereof. The right herein granted to seek and obtain injunctive relief or specific performance shall not preclude an aggrieved party from recovering any damages sustained by it by reason of breach of any of the covenants and agreements herein, and shall not preclude such party from seeking and obtaining any other remedy or relief afforded by the terms of this Agreement or by law for a breach of the covenants and agreements herein contained. In any such action seeking injunctive relief and/or specific performance and/or damages from violations hereof, the prevailing party or parties shall be entitled to recover from the party not prevailing, all reasonable expenses incurred by the prevailing party, including reasonable attorneys' fees.

Section 9. BINDING EFFECT.

This Agreement shall benefit and burden on the owner of each respective lot and shall be appurtenant to and run with the land and shall inure to the benefit of and



PROFESSIONAL LAND SURVEYOR
DAVID L. CANTRELL
 L.S. 351
 LICENSED PROFESSIONAL LAND SURVEYOR
 OKLAHOMA NO. 351
 5/17/2014

Witness my hand and seal this date

TRACT C		
LOT 4 LEGAL DESCRIPTION		
STONE WOOD HILLS		
Sec 2, T18N, R14E		
Broken Arrow, Oklahoma		
COOK & ASSOCIATES ENGINEERING INC.		
Professional Engineer 1000 N. Lincoln, Suite 100 Broken Arrow, Oklahoma 74012 Tel: 918.251.1100 Fax: 918.251.1101 www.cookandassociates.com		
DATE	BY	PROJECT NO.

EXHIBIT "C"

