

OK TO TRANSFER

IMPORTANT NOTICE

Each person, corporation or firm is required to obtain a transfer of registration from the Oklahoma Department of Transportation within Ninety (90) days after acquiring ownership or possession of this sign. Failure to do so may subject the owner or possessor to prosecution and/or may result in forced removal of said sign without compensations.

ASSIGNMENT OF REGISTRATION :

I/We hereby assign and transfer unto: OSCO 1.40 LLC
Address: 9023 E 46th St #470040 City: Tulsa
State: OK Zip: 74147 County: Tulsa
Phone: (918) 852-1399

this registration certificate for the sign described on the reverse of this certificate.

Date: November 8, 2024 Signature of Assignor: [Signature]
Printed Name of Assignor: FARIBORZ MAZAHERI

NOTARY PUBLIC:

(Notary must be completed to make official transfer. Executed document, \$25.00 transfer fee and written consent from property owner for new sign owner to utilize property are to be submitted to ODOT for transfer process to be completed.)

STATE OF: Oklahoma
County of: Tulsa

Before me, Fariborz Mazaheri personally appeared and executed the within and foregoing instrument, and acknowledged that it was a voluntary act, on the 8th day of November 2024.

In witness whereof I have hereunto set my hand and official seal to the day and year last above written.

Signature of Notary Public: [Signature]



My Commission Expires: April 30, 2027
3517
40
3424

OAC NOV 2 12024



Doc#: R 2024 25075
Bk&Pg: RB 5919 444-461
Filed: 10-16-2024 LAR
10:50:43 AM EA
Canadian County, OK 18E

Return to:
Titan Title & Closing Platinum LLC
6301 Waterford Blvd, Ste 325
Oklahoma City, OK 73118
File #: PL24-03738

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT is made and entered into effective this 11th day of October, 2024, by and between **Zoom Capital LLC**, an Oklahoma limited liability company (“**Assignor**”) and **OSCO I40 LLC**, an Oklahoma limited liability company, its successors and assigns (“**Assignee**”),

RECITALS:

A. On or about January 31, 2011 Assignor entered into a written Perpetual Easement Agreement (the “Easement”) wherein Elite Media Group, LLC granted unto Assignor, certain premises on the real estate situated in the County of Canadian, State of Oklahoma and legally described in the Easement. A true, correct and complete copy of the Easement is attached hereto as **Exhibit “A”** and is incorporated herein by this reference.

B. Pursuant to the transactions contemplated by the Transaction Documents, the Assignor now desires to transfer, assign and convey all of its right, title and interest in, to and under the Easement to the Assignee, and the Assignee desires to accept such assignment, all upon the terms and subject to the conditions hereinafter set forth.

ASSIGNMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. **Assignment of Easement.** In good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, transfer and convey unto the Assignee all of its right, title and interest in, to and under the Easement and in and to the Property (and related easements, rights of way and access ways) covered thereby as of the effective date hereof.

2. **Assumption of Easement.** In consideration of the assignment contemplated by Section 1 hereof, the Assignee, as of the effective date hereof, does hereby accept the foregoing assignment and does by these presents agree to assume and timely discharge each of the covenants, agreements and obligations of the Assignor contained in the Lease, and does hereby agree to fully indemnify and hold the Assignor harmless therefrom, as regards all duties and obligations occurring as of the effective date hereof.

3. **Warranties and Representations.** Assignor does hereby warrant and represent to the Assignee as follows:

A. That the Easement is in full force and effect and that no default by

Assignor exists in the terms and conditions thereof;

- B. That Assignor has full right and authority to execute this Assignment and that the person executing this Assignment on its behalf has been duly authorized to do so;
- C. That the interest of the Assignor in, to and under the Easement has not previously been transferred, pledged, hypothecated, or otherwise encumbered in any manner and that as of the effective date of this Assignment the same shall be free and clear of all encumbrances; and
- D. That the Easement has not been modified, supplemented or amended in any manner; and
- E. That all rentals and other financial obligations payable by the Assignor under the terms of the Easement have been duly and timely paid to the effective date hereof.

The Assignee does hereby warrant and represent to the Assignor as follows:

- A. That the Assignee has full right and authority to enter into this Assignment and to assume each of the covenants, agreements and obligations of the Assignor as "Assignee" under the terms of the Easement accruing subsequent to the effective date hereof; and
- B. That the Assignee has received from the Assignor a duly dated and executed copy of the Easement and is fully familiar with the terms and conditions thereof, including all exhibits appended thereto.

Each of the warranties and representations of Assignor and Assignee contained herein shall survive the closing of this Assignment transaction and the delivery of this Assignment by Assignor to Assignee from the effective date hereof.

4. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, successors and assigns.

5. **Governing Law.** This Assignment shall be governed by and interpreted in accordance with the laws of the State of Oklahoma applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

6. **Headings.** The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Assignment.

7. **Amendments.** This Assignment cannot be amended, supplemented or modified except by an agreement in writing which makes specific reference to this

Assignment, and which is signed by the party against which enforcement of any such amendment, supplement or modification is sought.

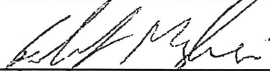
8. **Counterparts.** This Assignment may be executed in any number counterparts, including by facsimile, each of which when so executed and delivered shall be an original hereof, and it shall not be necessary in making proof of this Assignment to produce or account for more than one counterpart hereof.

9. **Limitation on Liability.** In no event shall either party be liable for the indirect, incidental, consequential, exemplary or punitive damages or other special damages, lost profits, damage to goodwill or loss of business of the other part, however caused and on any theory of liability, arising out of the performance of, or the failure to perform, any obligation(s) set forth herein, and in no case shall either party's liability (the aggregate) to the other for any losses under this agreement exceed the amount of such party is actually paid under the contracts, as applicable.

[Signature page follows]

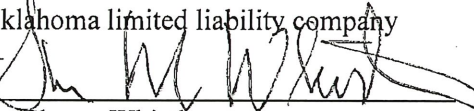
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Zoom Capital LLC
An Oklahoma limited liability company

By: 
Name: Fariborz Mazaheri
Title: Managing Member

“ASSIGNOR”

OSCO 140 LLC
An Oklahoma limited liability company

By: 
Name: Shawn Whistler
Title: Managing Member

“ASSIGNEE”

STATE OF Oklahoma)
) ss
COUNTY OF Oklahoma)

This instrument was acknowledged before me this 7TH day of October 2024 by FARIBORZ MAZAHERI as Managing Member of Zoom Capital LLC, an Oklahoma limited liability company.



Dawn Brooks
Notary Public

My Commission Expires:

STATE OF OKLAHOMA)
) ss
COUNTY OF ~~TULSA~~ OKLAHOMA)

This instrument was acknowledged before me this 7TH day of October 2024 by SHAWN WHISTLER, as Managing Member of OSCO I40 LLC., an Oklahoma limited liability company.



Dawn Brooks
Notary Public

My Commission Expires:

Exhibit A
PERPETUAL EASEMENT AGREEMENT

28.01
11



Doc#: R 2011 2389
Ek&Pg: RB 3737 368-378
Filed: 02-04-2011 DRK
03:05:29 PM EA
Canadian County, OK

Prepared by and after recording return to:
Zoom Capital, LLC
P.O. Box 720360
Oklahoma City, Oklahoma 73134
405-520-6188

Indexing Instructions: Lot Eight (8), Block One (1), TRINITY INDUSTRIAL PARK, an Addition to Oklahoma City, Canadian County, Oklahoma.

Grantor:
Elite Media Group, LLC
P.O. Box 1223
Norman, Oklahoma 73070

Grantee:
Zoom Capital, LLC
P.O. Box 720360
Oklahoma City, Oklahoma 73134
405-520-6188

STATE OF OKLAHOMA
COUNTY OF CANADIAN

The Oklahoma City Abstract & Title Co.
P.O. Box 260
Oklahoma City, Oklahoma 73101-0260
Order # 201013018 NHTJH

PERPETUAL EASEMENT AGREEMENT

THIS PERPETUAL EASEMENT AGREEMENT (the "**Agreement**") is entered into as of the ___ day of January, 2011, (the "**Effective Date**") by and between Elite Media Group, LLC, an Oklahoma limited liability company whose mailing address is P.O. Box 1223, Norman, Oklahoma 73070 ("**Grantor**"), and Zoom Capital, LLC, an Oklahoma limited liability company whose mailing address is P.O. Box 720360, Oklahoma City, Oklahoma 73134 ("**Grantee**"). Sometimes Grantor and Grantee are referred to in this Agreement individually as a "**party**" and collectively as the "**parties.**"

This Agreement affects certain real property described as: Billboard Easement, Access Easement, Utility Easement, Visibility Easement, and Air Rights Easement located on a certain portion of real estate (the "**Premises**"), a metes and bounds description of which is attached hereto and incorporated herein as **Exhibit "A."**

In consideration of the premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Perpetual Easements.** Grantor represents and warrants that it is the owner in fee simple of the Premises free and clear of all liens, and hereby grants, conveys, and warrants to

Grantee, and Grantee hereby expressly reserves to itself and to its heirs, successors and assigns, the following five (5) irrevocable and perpetual easements (hereinafter called the "Easements") being more fully described as follows:

a. **Billboard Sign Structure Easement.** An exclusive easement over, under, and above that portion of the area of the Premises described as the "Billboard Easement" as more particularly described in **Exhibit "B,"** which is attached hereto and incorporated herein, on which the billboard structure is presently located for the purposes of Grantee and/or its agents to exclusively construct, install, repair, replace, operate, utilize, lease, and maintain thereon the billboard sign structure(s), appurtenances, and ancillary equipment, including, without limitation, any and all rights to income generated from any and all leasing of the billboard sign structure, appurtenances, and/or ancillary equipment (hereinafter called the "Billboard"). The Billboard Easement legal description shall be modified as necessary by Grantor to accurately reflect the location of the Billboard. It is the intention of the parties that the Billboard Easement shall follow the location of the Billboard, in that should the Billboard be required to be relocated due to a governmental or quasi-governmental eminent domain or other takings action, or due to the requirements of any applicable permitting authority, then without payment of any further consideration from Grantee Grantor shall modify the legal description of the Billboard Easement to provide for the new location of the Billboard, with the new Billboard Easement retaining all appurtenant easements described herein below.

b. **Access Easement.** An easement of ingress and egress over and across those portions of the real estate owned by Grantor as described on attached **Exhibit "A"** as are from time to time improved for vehicular access, for the purposes of vehicles operated by Grantee and/or its agents to gain ingress and egress exclusively for constructing, erecting, installing, repairing, replacing, operating, utilizing, leasing and maintaining thereon the Billboard, (the "Access Easement");

c. **Utility Easement.** An easement of ingress and egress over, under, and/or above those portions of the real estate owned by Grantor as described on **Exhibit "A"** in which the utilities described below are presently located, for the installation, operation and maintenance of any electricity supply and connections, or other utility facility, line or connection that may be reasonably necessary or appropriate in order to afford adequate illumination, maintenance, repair, operation, construction and/or replacement of the Billboard, (the "Utility Easement");

d. **Visibility Protection Easement.** Grantor, its successors and assigns, agree not to implement or to allow, to the extent Grantor's consent is required, the construction, placement, or erection of any structures on the Premises, or the storage of any objects on the Premises, or the planting or growth of any landscaping, beyond any that currently exists or its normal replacement on the Premises, that blocks, obstructs, hinders, or impairs the visibility of any portion of the Billboard for viewing by the traveling public along the adjacent public road/interstate/highway/byway, or to do or allow any other similar act that would materially diminish the value, use, and purpose of said Billboard as an advertising device (the "Visibility Protection Easement"); and,

e. **Air Rights Easement.** In addition to the Visibility Protection Easement, an easement for the air space rights (the "Air Rights Easement") as more particularly defined on **Exhibit "C,"** which is attached hereto and incorporated herein; however, such Air Rights Easement shall not prevent Grantor, its successors or assigns, from constructing

improvements within the Air Rights Easement as long as such improvements do not violate the above Visibility Protection Easement. Should Grantor, its successors or assigns, construct improvements within the Visibility Protection Easement, then Grantee shall have the right to overhang any such improvement.

2. **Maintenance of Sign Structure.** Grantee, and not Grantor, will at all times bear responsibility for the repair and maintenance of the Billboard and for any other appurtenances thereto; provided, however, Grantor shall be responsible for any damage due solely to the acts or omissions of Grantor, or anyone acting by, through or under Grantor.

3. **Self Help.** In addition to every other right or remedy provided at law or equity, in the event Grantor fails or refuses to perform or comply with any of the terms, conditions, covenants, easements or obligations of this Agreement which are solely within its control to perform or cause compliance, Grantee may, without liability for failure to do so, take whatever action it may deem necessary to cure such default or breach, or otherwise affect compliance with this Agreement, provided that Grantee will have given Grantor at least ten (10) days', or such additional time as is commercially reasonable due to the nature of the default or cure, written notice of its intention to do so, and provided that Grantor will have failed to correct said default or breach within said period. The reasonable and necessary expense of such cure will be payable by Grantor to Grantee upon demand by Grantee, and, if not paid within five (5) days of Grantee mailing said demand for payment, will bear interest until paid at a rate that is equal to two percent (2%) above the Wall Street Journal, Midwest Edition, prime rate published in the "Money Rates" table for corporate loans by selected U.S. banks ("Prime Rate") at the time of the payment demand or on the immediately following date of publication if the date of payment demand falls on a date the Wall Street Journal is not published. If, at any time during the term of this Agreement, the Wall Street Journal discontinues the publication of the Prime Rate, then, in such event, Grantee will have the right to select a reasonably comparable, standard that is a nationally recognized prime rate of interest then available, that is established by a major regional or national bank, and that would provide substantially the same result, which alternate rate will be substituted for the Prime Rate in each place called for in this Agreement. In addition, Grantee is hereby granted a lien against the Premises to secure the payment of all sums due and payable by Grantor to Grantee under this agreement, which lien may be foreclosed by suit.

4. **Injunctive Relief.** In the event of any threatened or actual violation by Grantor, its successors and/or assigns, or any of them individually, of any of the terms, conditions, covenants, easements or obligations of this Agreement, Grantee, and its respective successors and/or assigns, will also have, in addition to the right to collect damages from Grantor, the right to enjoin said threatened or actual violation, in any court of competent jurisdiction.

5. **No Cancellation.** These Easements are irrevocable, perpetual and permanent, and no breach of this Agreement by Grantee will entitle Grantor to rescind, cancel or otherwise terminate this Agreement. However, this limitation will not affect in any manner any other rights or remedies that Grantor, its successors and/or assigns, may have by reason of any breach by Grantee of this Agreement.

6. **Amendment.** This Agreement may be modified, terminated, or canceled only by the written consent of the parties, evidenced by a document that has been fully executed, notarized, and

recorded in the records of the county of state wherein the Premises is situated.

7. **Environmental Covenants.** Grantor represents and warrants that the Premises is free of Hazardous Substances (as hereinafter defined) as of the date of this Agreement. Grantee and Grantor each agrees that, in connection with its use and respective activities in, on or about the Premises, it will be responsible for compliance with any and all environmental laws, that now or in the future apply to that party's use or respective activities conducted in, on or about the Premises.

8. **Covenants.** Grantor covenants and warrants the following:

a. The Premises and their present use and condition do not violate any applicable deed restrictions or other covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations or urban redevelopment plans applicable to the Premises, as modified by any duly issued variances;

b. Real property taxes, including any special assessments, attributable to the Premises shall be paid as they come due by Grantor, upon request from Grantee, Grantor shall provide Grantee notice of payment within fourteen (14) days of such request (Grantor shall not be liable for any personal property taxes attributable to the Billboard.)

c. There is no action or proceeding (zoning or otherwise) or governmental investigation pending, or, to the knowledge of the Grantor, threatened against or relating to the Grantor, the Premises or the transaction contemplated by this Agreement, nor, to the knowledge of the Grantor, is there any basis for such an action;

d. Grantor covenants and agrees that Grantee will, at all times, have the peaceable and quiet enjoyment of the Easements without any manner of hindrance from Grantor or any person or persons claiming the Premises by through or under the Grantor;

e. Grantor covenants not to lease or otherwise convey any of the Premises or parcel contiguous to the Premises (only in the event it is owned by Grantor) to any other billboard company; and,

f. Grantor acknowledges that each of the representations, warranties and agreements made by it in this Section 8 and elsewhere in this Agreement is material to the Grantee.

9. **Indemnification.** Grantee shall indemnify, protect and save harmless Grantor from all damages to persons or property by reason of accidents resulting from the negligent or intentional acts of Grantee and Grantee's agents, employees, or workers in the construction, erection, installation, repair, replacement, operation, utilization and maintenance of any portion of said Billboard. Grantee does not, however, indemnify nor assume any responsibility or liability for any other damages to persons or property, including but not limited to, damages resulting solely from the negligent acts or willful misconduct of Grantor's employees, agents, tenants, invitees and/or guests. Further, Grantee shall indemnify and hold harmless Grantor from and against all claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney fees, arising out of, or in connection with (x) any Environmental Contamination caused by or attributable to Grantee's activities on the Premises; (y) the ownership, operation, or use of the Billboard or the Easements, except to the extent caused solely by the negligence or intentional acts of Grantor, its agents, employees, or contractors; and (z) any breach of Grantee of any provision of this agreement. Grantor shall indemnify and hold harmless Grantee from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney fees arising out of or in connection

with (i) any production, storage, transportation, treatment, spillings, infiltration, disposal by Grantor, or other presence upon the Premises or any adjoining property as a result of any activity by Grantor, of any hazardous substance, hazardous waste, or other toxic material now or in the future regulated by state or federal law, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act as such legislation currently exists or is later amended or replaced (the "Environmental Contamination"); (ii) the ownership, operation, or use of the Premises by Grantor or anyone claiming by, through, or under Grantor, except to the extent caused by the negligence or intentional acts of Grantee, its agents, employees, or contractors; and, (iii) any breach by Grantor of any provision of this Agreement. Grantee will annually provide Grantor and, if requested, any lender of Grantor evidence of liability insurance in commercially reasonable amounts from time to time which name Grantor and any such lender as additional insureds.

10. No Relationship of Agent or Principal. Nothing construed in this Agreement will be deemed or construed by either party, or by any third party, to create the relationship of agent or principal, or limited or general partner, or joint ventures, or any other association between the parties other than Grantor or Grantee.

11. Enforceability. All terms, conditions, covenants, easements or obligations of this Agreement will be binding upon and inure to the benefit of the parties, and to their respective heirs, successors and/or assigns. Grantee will have the absolute and unconditional right to assign or sublease its rights hereunder at its sole discretion. All provisions of this Agreement, including the benefits and burdens, will run with the land and are imposed upon the Premises as equitable servitudes in favor of Grantee.

12. Subordination. Any ground lease, mortgage or deed of trust affecting any portion of the Premises will, at all times, be subject and subordinate to the terms of this Agreement; and any party foreclosing any such ground lease, mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or in lieu of trustee's sale will acquire title subject to all of the terms and provisions of this Agreement. Grantor represents and warrants to Grantee that there is no presently existing mortgage or deed of trust lien on the Premises, other than a mortgage that is listed on Schedule 1 and that is expressly subordinate to the lien of this Agreement; if Schedule 1 is not attached, then Grantor represents and warrants there is no presently existing mortgage or deed of trust lien on the Premises.

13. Notices. All notices or other communications that may be given or are required to be given by either party to the other party must be in writing and must be sent by certified U.S. Mail, postage prepaid and return receipt requested, to Grantor and/or Grantee at their respective mailing addresses listed hereinabove. All notices that are sent by mail will be deemed effective on the third business day after the date of posting. From time to time the parties may, by written notice in the manner set forth above, change their address for purpose of receiving further notice.

14. Exhibits. Each and every one of the exhibits referenced in this Agreement is attached or will be attached to this Agreement prior to the signing of this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention in the same manner and with the same effect as if each exhibit was set forth in full and at length each time it is referred to or otherwise mentioned.

15. Time is of the Essence. In all instances where either party is required under this

Agreement to pay any amount or do any act at a particular indicated time or within any indicated period of time, it is understood that time is of the essence. All performance dates, time schedules, and conditions precedent to exercising any right will be strictly adhered to without delay except where otherwise expressly provided. In computing any period of time by days as provided in this Agreement, the date of the act, event, or default from which the designated period of time begins to run will not be included. The last day of any time period stated in this Agreement falls on either a Saturday or Sunday or falls on a legal holiday recognized by the United States Postal Service, then the duration of such time period will be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, legal holiday recognized by the United States Postal Service.

16. **Counterparts/Recording.** This Agreement may be signed in multiple counterparts, each of which will be in recordable form and be an original, and all such counterparts together will represent but one and the same instrument; but in making proof of this Agreement it will not be necessary to produce or account for more than one such counterpart. This Agreement becomes effective when one or more of the counterparts has been signed by each of the parties and delivered to the other party. The parties agree that this Agreement shall be duly recorded in the real estate records of the county and state recorder's office where the Premises is situated promptly following the execution of this Agreement.

17. **Entire Agreement.** It is expressly agreed by the parties, as a material consideration for the signing of this Agreement, that this Agreement is intended by the parties to be the final, complete, and exclusive embodiment of their agreement regarding the subject matter of this Agreement; that there are and were, no oral representations, warranties, understandings stipulations, agreements, promises, or any facts and circumstances surrounding the relationship of the parties pertaining to this Agreement or any expressly mentioned written documents that are not incorporated in writing in this Agreement, and none will be binding. No construction or inference is to be derived from any such oral statements, prior written matter, or facts and circumstances surrounding the relationship of the parties. This Agreement speaks for itself and no facts and circumstances outside the four corners of this Agreement, which are not specifically incorporated into this Agreement, will be used in the interpretation of this Agreement.

18. **Authority.** Each party warrants that it has the right, power and authority necessary to execute this Agreement through its authorized officers or agents. The persons executing this Agreement on behalf of Grantee and Grantor each warrant that they are duly authorized officers or agents of such party and have all power and authority necessary to execute this Agreement.

19. **General Rules of Construction.** This Agreement will not be strictly construed either for or against any party, but this Agreement will be interpreted in accordance with the general tenor of the language of this Agreement in an effort to reach an equitable result. No remedy or election given by any provision in this Agreement will be deemed exclusive unless so indicated, but each will, wherever possible, be cumulative with all other remedies in law or equity. The parties acknowledge that this Agreement has been freely negotiated by each of the parties and that each party (and its counsel, if any) has had the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

20. **Legal Construction.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable under present or future laws effective during the Term in any respect, and the basis of the bargain between the parties is not destroyed or rendered ineffective thereby, such invalidity, illegality, or unenforceability, to the extent possible, will not affect any other provision of this Agreement. Moreover, so far as is reasonable and possible, effect will be given to the intent manifested by the portion held invalid, illegal, or unenforceable. It is further the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision invalid, illegal, or unenforceable and the other of which would render the provision valid, legal, or enforceable, then the provision will have the meaning that renders it valid, legal, or enforceable.

21. **Applicable Law.** Notwithstanding the fact that any or all of the parties is now or may become a resident or citizen of a different country or state, this Agreement is to be construed under and in accordance with the internal laws of the state where the Premises is situated for contracts made or to be performed therein, without giving effect to the principles of conflicts of law thereof, and all monetary obligation of the parties (including, without limitation, any monetary obligation of Grantor or Grantee for damages for any breach of the respective covenants, duties, or obligations of Grantor or Grantee under this Agreement) are performable exclusively in such county and state. This Agreement is also to be construed under the laws of the United States pertaining to transactions in such county and state.

22. **Attorney's Fees.** If either party employs attorneys to protect or enforce its rights under this Agreement and prevails, the non-prevailing party agrees to pay the prevailing party's reasonable costs so incurred (including, but not limited to attorney's fees, and all other litigation costs and expenses, including, but not limited to, deposition costs, travel, and expert witness fees, incident to any suit, action, proceeding, threatened suit or action, inquiry, or investigation or the defense of any claim), in addition to any other relief to which the prevailing party may be entitled. The term "prevailing party," as used in this section includes, without limitation, a party in whose favor a final judgment or decree is entered.

23. **Additional Necessary Documents.** Grantor agrees to execute, upon the reasonable request of Grantee, such additional documents or instruments which become necessary to effectuate the conveyance of the Easements.

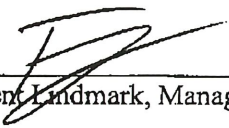
24. **Waiver of Interest.** Grantor hereby waives any and all rights it may have in the Easements.

25. **Trinity Industrial Park Declaration.** This Agreement is subject to that certain Declaration of Conditions, Covenants and Restrictions for the Trinity Industrial Park which is filed in the Office of the County Court Clerk for Canadian County in Book 3493 beginning at Page 333.

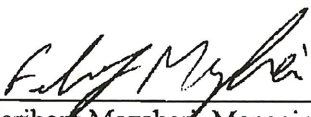
IN WITNESS WHEREOF, the parties hereto have executed this Perpetual Easement Agreement as of the day and year first written above.

*[Signatures contained on following page]
[Remainder of page intentionally left blank]*

GRANTOR:
ELITE MEDIA GROUP, LLC

By: 
Trent Lindmark, Manager

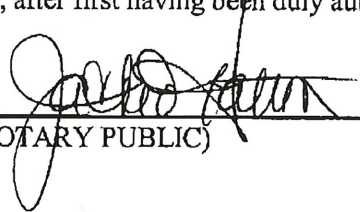
GRANTEE:
ZOOM CAPITAL, LLC

By: 
Fariborz Mazaheri, Managing Member

STATE OF OKLAHOMA
COUNTY OF Oklahoma

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 31st day of January, 2011, within my jurisdiction, the within named Trent Lindmark, who acknowledged that he is Manager of Elite Media Group, LLC, an Oklahoma limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so.



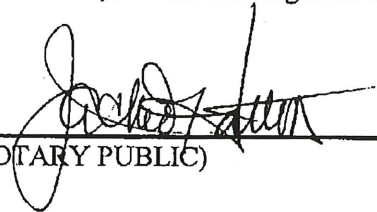

(NOTARY PUBLIC)

My commission expires: _____
(SEAL)

STATE OF OKLAHOMA
COUNTY OF Oklahoma

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this the 31st day of January, 2011, within my jurisdiction, the within named Fariborz Mazaheri, who acknowledged that he is Managing Member of Zoom Capital, LLC, an Oklahoma limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized to do so.




(NOTARY PUBLIC)

My commission expires: _____
(SEAL)

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc.

EXHIBIT "A"

Lot Eight (8), Block One (1), TRINITY INDUSTRIAL PARK, an Addition to Oklahoma City, Canadian County, Oklahoma, according to the recorded plat thereof.

EXHIBIT "B"

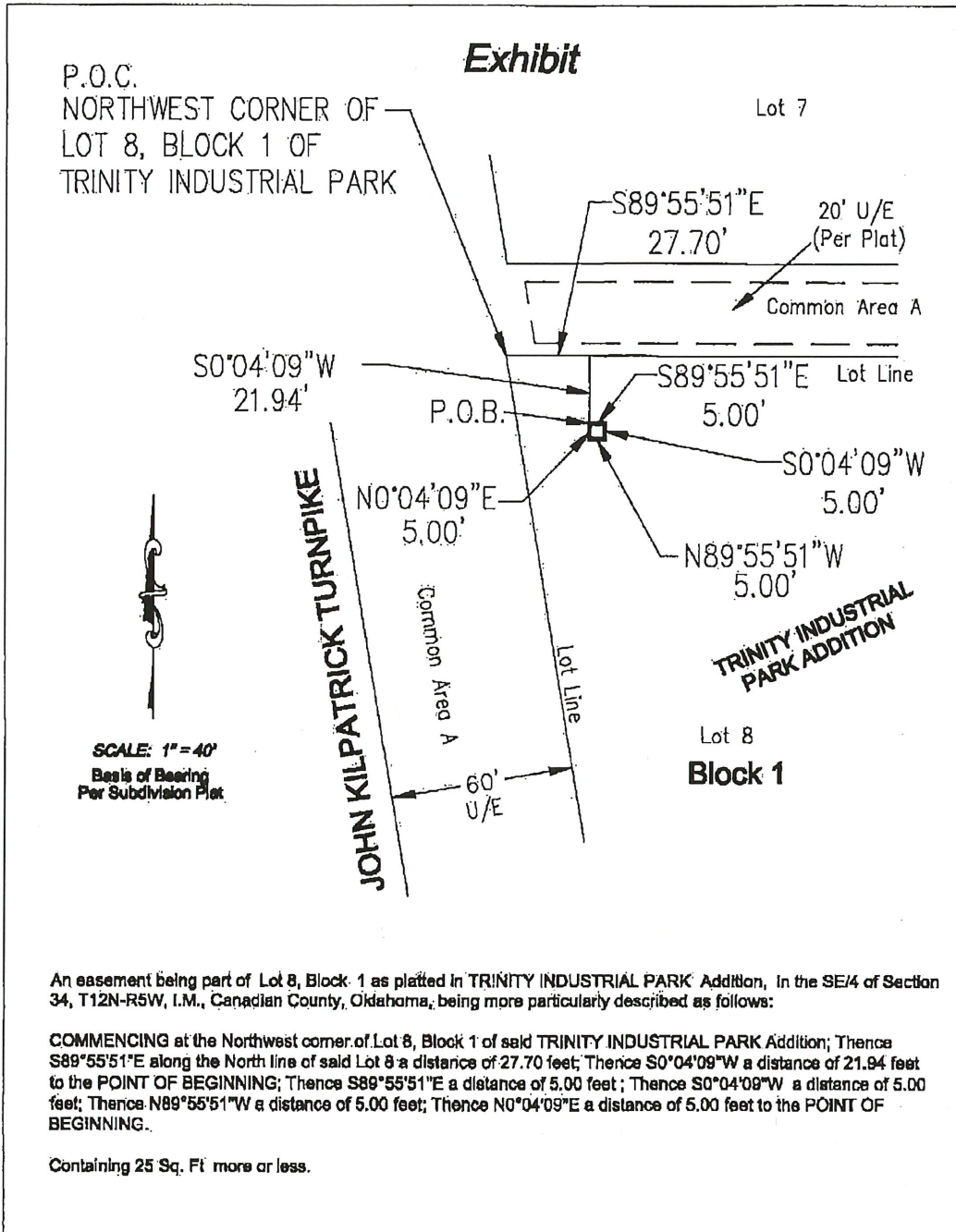
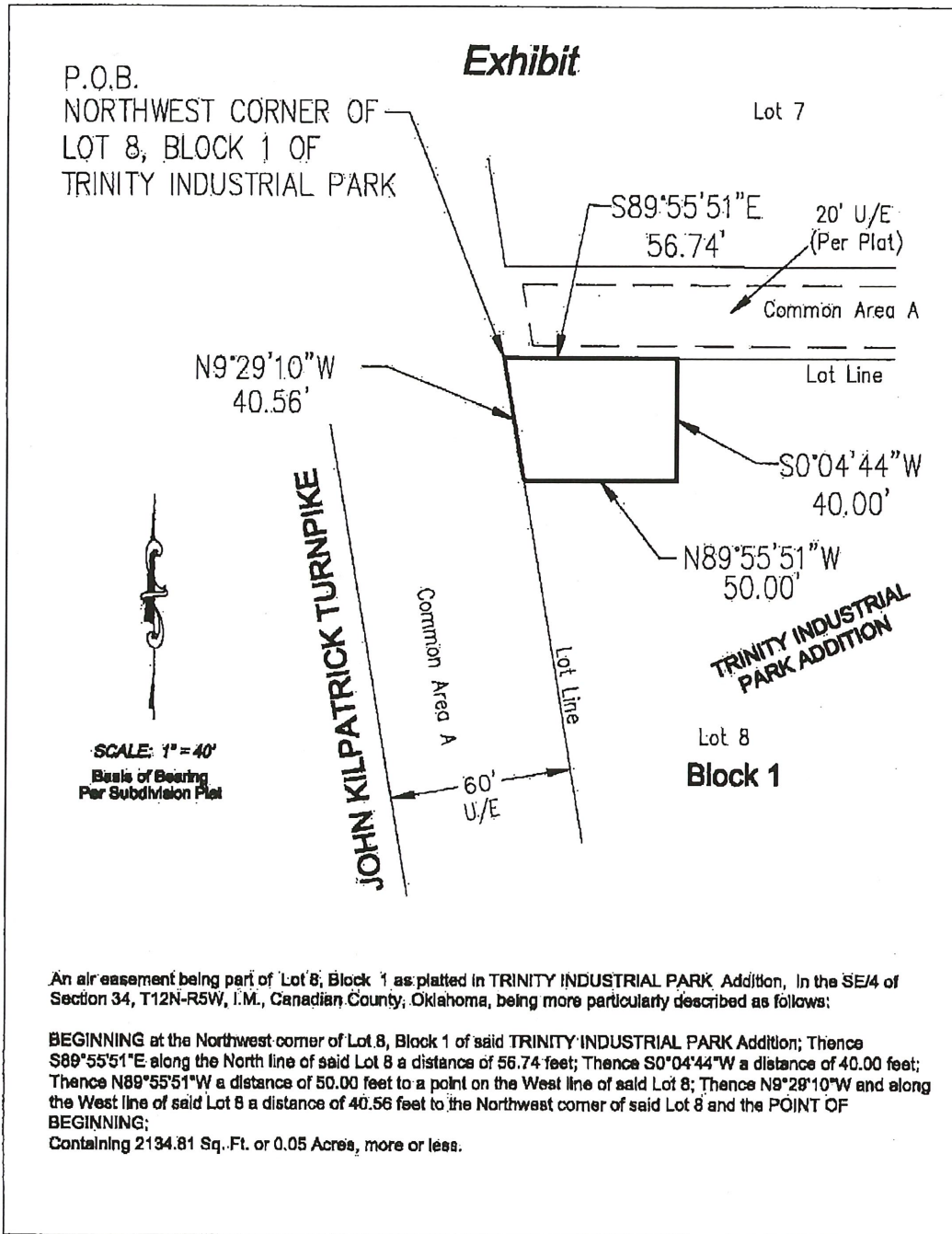


EXHIBIT "C"



Exhibit

P.O.B.
NORTHWEST CORNER OF
LOT 8, BLOCK 1 OF
TRINITY INDUSTRIAL PARK

Lot 7

S89°55'51"E
56.74'

20' U/E
(Per Plat)

Common Area A

Lot Line

N9°29'10"W
40.56'

S0°04'44"W
40.00'

N89°55'51"W
50.00'

**TRINITY INDUSTRIAL
PARK ADDITION**

Lot 8

Block 1

JOHN KILPATRICK TURNPIKE

Common Area A

Lot Line

60'
U/E



SCALE: 1" = 40'
Basis of Bearing
Per Subdivision Plat

An easement being part of Lot 8, Block 1 as platted in TRINITY INDUSTRIAL PARK Addition, in the SE/4 of Section 34, T12N-R5W, I.M., Canadian County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 8, Block 1 of said TRINITY INDUSTRIAL PARK Addition; Thence S89°55'51"E along the North line of said Lot 8 a distance of 56.74 feet; Thence S0°04'44"W a distance of 40.00 feet; Thence N89°55'51"W a distance of 50.00 feet to a point on the West line of said Lot 8; Thence N9°29'10"W and along the West line of said Lot 8 a distance of 40.56 feet to the Northwest corner of said Lot 8 and the POINT OF BEGINNING;

Containing 2134.81 Sq. Ft. or 0.05 Acres, more or less.