



MISC 2007123899



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6 misc 9500 (see attached)  
18 FEE 01-60000  
1-14-11  
BKP 20-15-12000 COMP PU  
10 DEL SCAN PL

Filed: AS RECEIVED

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
11/2/2007 14:21:08.14



2007123899

THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: Buck's Inc.  
4973 DODGE STREET  
OMAHA, NE 68132

Check Number  
\_\_\_\_\_

**EXHIBIT A5**

**REIMAGE REPAYMENT AGREEMENT**

This Repayment Agreement dated, July 31, 2007, between Buck's Inc. with offices at 4973 Dodge Street, Omaha, NE, 68132 ("Supplier") and Ray Anderson, Inc., at \_\_\_\_\_ ("Subjobber") provides as follows:

WHEREAS, Supplier and Subjobber entered into a Subjobber Supply Agreement dated 7/30/2007, the terms of which provide that Supplier agrees to deliver and sell to Subjobber, and Subjobber agrees to accept and receive from and pay Supplier for, BP Products North America Inc. ("Branded Supplier") branded gasoline for resale to the public from the property located at:

see attached property schedule (the "Locations"); and

WHEREAS, Branded Supplier and Subjobber terminated Subjobber's Branded Jobber Contract and Branded Supplier transferred Subjobber's Jobber Reimage Contract and all its liability to Supplier; and

WHEREAS, the Locations are the Retail Outlets contained in the Jobber Reimage Contract, as the term "Retail Outlets" is used therein; and

WHEREAS, Subjobber re-imaged the Locations under the terms and conditions of the Jobber Reimage Contract; and

WHEREAS, Subjobber has read and understands the terms and conditions of the Jobber Reimage Contract (Exhibit "A").

NOW THEREFORE, for good and valuable consideration, the receipt of which Supplier and Subjobber hereby acknowledge, the parties agree as follows:

1. Supplier and Subjobber agree as follows:

(a) Subjobber re-imaged the Locations pursuant to the Jobber Reimage Contract. The costs of such re-imaging (referred to hereinafter as the "Image Costs"), shall include without limitation, all such costs borne by Branded Supplier and required to be repaid by Supplier to Branded Supplier pursuant to the terms of the Jobber Reimage Contract; and set forth more fully on Exhibit "B" will be attached hereto and incorporated herein. The parties hereto agree that such re-imaging was conducted pursuant to the terms and conditions contained in the Jobber Reimage Contract.

(b) Subjobber agrees to comply with, and cause the Location to comply with, all requirements and standards contained in the Jobber Reimage Contract related to the imaging and re-imaging of the Locations and Subjobber's operations at the Locations. Subjobber further agrees to meet or exceed the visual and operational standards established by Branded Supplier from time to time, including but not limited to, placing a full gasoline product slate at all fueling positions, consistent and accurate use of all image elements, air and water availability, and public restroom availability.

(c) As set forth in the Jobber Reimage Contract, the Locations shall enroll and participate in the Branded Supplier's "Helios 100" audit program. Subjobber shall reimburse Supplier for all fees related to the

Helios 100 program that Supplier is required to pay under the Jobber Reimage Contract.

(d) Supplier, its agents and employees, shall not be liable for any loss, damage, injuries, or any casualty of whatsoever kind or by whomever caused, to be person or property of anyone (including Subjobber) on or off the premises of the Locations, arising out of or resulting in any action or inaction of a contractor of Subjobber, Supplier or Branded Supplier, or of Supplier for itself, its successors and assigns, and Supplier hereby agrees to indemnify and hold Supplier, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys fees incurred or imposed on Supplier in connection therein) for any such loss, damage, injury, or other casualty, whether caused by a negligent act or omission of either Subjobber, Supplier or Branded Supplier, or of their agents or employees.

2. (a) Notwithstanding anything to the contrary contained herein, in the event the following should occur at any of the Locations: (i) the Subjobber discontinues actively marketing gasoline under the Brand Identifications of Branded Supplier; or (ii) Subjobber begins selling gasoline under trade names or trademarks or brand names other than Branded Supplier's Brand Identifications; or (iii) Subjobber fails to comply with Branded Supplier's image standards or any other standards of appearance, which standards Branded Supplier may from time to time require and modify; or (iv) Subjobber fails to comply with any provisions of this Agreement; or (v)

Branded Supplier requires Supplier to repay to Branded Supplier any portion of the Image Costs borne by Branded Supplier, directly or indirectly, for re-imaging the Location under the Jobber Reimage Contract (any such event is an "Acceleration Event"), and all Image Costs expended, either directly or indirectly, shall become immediately due and payable to Supplier (the "Repayment Amount") pursuant to the following schedule:

A. If the Location received a "B" re-image as designated on Schedule "R" of the Jobber Reimage Contract, Subjobber shall reimburse, via electronic funds transfer ("EFT") the fraction of the Image Costs as follows:

- 7/7 reimbursement during year 1
- 6/7 reimbursement during year 2
- 5/7 reimbursement during year 3
- 4/7 reimbursement during year 4
- 3/7 reimbursement during year 5
- 2/7 reimbursement during year 6
- 1/7 reimbursement during year 7

B. If the Location received a "C" re-image as designated Scheduled "R" of the Jobber Reimage Contract, Subjobber shall reimburse, via EFT, the fraction of the Image Costs as follows:

- 5/5 reimbursement during year 1
- 4/5 reimbursement during year 2

3/5 reimbursement during year 3

2/5 reimbursement during year 4

1/5 reimbursement during year 5

(b) The stated rate of interest of the Image Costs is zero percent (0%) per annum, provided that, if the Image Costs required to be reimbursed by Subjobber to Supplier are not paid in full within twenty-five (25) days after an Acceleration Event, then the remaining Image Costs shall earn interest at the rate of nine percent (9%) per annum or the maximum rate allowed by law, whichever is less.

3. Supplier's failure to exercise its rights pursuant to paragraph two (2) of this Agreement immediately on the occurrence of any Acceleration Event entitling it to do so shall not constitute a waiver of its rights to exercise this option at any time before the outstanding balance is paid.
4. Subjobber shall permit Supplier and Branded Supplier to inspect sales records for the Locations and shall allow an independent auditor to review monthly sales figures to validate actual motor fuel products sold at the Locations. Subjobber further agrees to permit inspections of the Locations by Supplier and Branded Supplier, including meter readings by said auditors.
5. If the Agreement is ever placed for collection or if suit is initiated to enforce payment, Subjobber agrees to pay Supplier's costs of collection, including attorneys' fees incurred by Supplier, but only if and to the extent permitted by law.

6. Subjobber's interest in this Agreement shall not be transferred or assigned by Subjobber in whole or in part, directly or indirectly, without the prior written consent of Supplier.
7. This writing is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendments or alterations to this Agreement shall have any effect unless made in writing and signed by an authorized representative of Supplier and Subjobber.

**SUBJOBBER:**

Ray Anderson, Inc., a Nebraska corporation

By: [Signature]  
 Name: Raymond D Anderson  
 Title: CEO

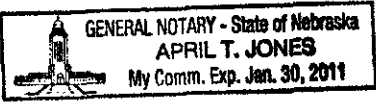
STATE OF Nebraska )  
 ) SS.  
 COUNTY OF Douglas )

I, April T Jones, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond Anderson personally known to me to be the CEO of Ray Anderson, Inc., a(n) Nebraska corporation, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered such instrument pursuant to authority given by the \_\_\_\_\_ of such entity, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of July, 2007.

[Signature]  
 Notary Public

My Commission Expires: 1/30/2011







PROPERTY SCHEDULE  
TO REIMAGE REPAYMENT AGREEMENT

Locations:

6912 S 110<sup>th</sup> Street, Omaha, NE  
11955 Pacific Street, Omaha, NE  
13746 Q Street, Omaha, NE  
2630 South 140<sup>th</sup> Street, Omaha, NE  
14111 Pacific Street, Omaha, NE  
15655 West Dodge Road, Omaha, NE  
16727 Q Street, Omaha, NE  
17915 Arbor Street, Omaha, NE  
445 North 114<sup>th</sup> Street, Omaha, NE

Anderson Brothers I-80 & Hwy 50  
Anderson West Center 72<sup>nd</sup> & Grover



Exhibit A to  
Reimage Repayment Agreement

Jobber Re-Image Program  
(JRP) Contract  
JBREIMAG (12-2002) W

This Jobber Re-Image Program contract ("JRP Contract"), dated and effective March 21, 2003, ("Effective Date"), is by and between BP Products North America Inc.

and R.A. Inc. ("Jobber").  
(State exact legal name of Jobber)

Whereas, Company and Jobber have entered into a branded jobber contract dated May 1, 2001, or successor agreement, pertaining to the distribution and/or resale of branded petroleum products authorized by, supplied by and/or purchased from Company and further pertaining to the permission to use, display and advertise Company's trademarks, service marks, companion marks, trade names, brand names, trade dress, logos, color schemes, design schemes, insignia, image standards and the like (individually or collectively, "Trade Identities") in connection therewith;

Whereas, Company has initiated a jobber re-imaging program ("JRP") for certain retail outlets;

Whereas, the retail outlets (the "Retail Outlets") identified on Schedule R hereto will participate in the JRP, at the image level set forth in such Schedule R;

NOW, THEREFORE, Company and Jobber hereby agree as follows:

**1. Agreement to Re-Image.** Company and Jobber hereby agree to re-image the Retail Outlets at the image level set forth in such Schedule R, all in accordance with the terms and conditions set forth herein and in the scope of work plan (the "Site Plan"), which Site Plan is and is incorporated herein and made a part hereof. This Agreement applies to all sites to be re-imaged after December 31, 2002, and supercedes all prior contracts with respect to sites re-imaged after December 31, 2002. Any earlier Re-Image Contract covering sites re-imaged prior to December 31, 2002, remains in effect between the parties with respect to those sites re-imaged before December 31, 2002.

**2. Construction of Re-Imaged Retail Site.**

**(a) Contractor.**

(i) **Mandatory Use of Jobber Contractor.** Under the Re-Image Program, Jobber is required to provide its own contractor ("Jobber Contractor") to perform the re-imaging work.

(ii) **Optional Use of BP Contractor.** At Company's sole discretion, and if this subsection is checked here , Jobber shall have the option of employing a contractor designated by the Company (a "Company Contractor") to perform the re-imaging work, provided that such Company Contractor agrees to be so employed to perform the re-imaging. If this option is applicable then Paragraph 6 is effective.

**(b) Time for Completion of Re-image.** The re-imaging work shall not begin prior to, and shall be completed on or prior to, the dates set forth on Schedule R.

**(c) HSE Standards.** Jobber Contractor performing the re-image work at a Retail Outlet must perform in accordance with applicable health, safety and environmental standards.

**(d) Limitation on Liability/Indemnity.** Company, its agents and employees shall not be liable for any loss, damage, injuries or any casualty of whatsoever kind or by whomever caused, to be person or property of anyone (including Jobber) on or off the premises of Jobber's Retail Outlet, arising out of or resulting in any action or inaction of a Jobber Contractor or a Company Contractor, and Jobber, for itself, its successors and assigns, hereby agrees to indemnify and hold Company, its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys fees incurred by or imposed on Company in connection therein) for any such loss, damage, injury or other casualty, whether caused by a negligent act or omission of either party hereto, its agents, contractors or employees, except that Jobber assumes no liability for the sole negligent acts of Company.

(e) **Procurement of Materials.** Whether the re-imaging work is to be performed by a Jobber Contractor or a Company Contractor, all image components for the designated treatment level for each Retail Outlet shall be procured through Company. When the re-image work is to be performed by a Jobber Contractor, Re-image Materials (as defined in Paragraph 8) shall be delivered to a location designated by Jobber.

(f) **Use of Company Documents.** The Company-provided design and construction documents may be used by Jobber solely in connection with the JRP at the Retail Outlets.

**3. Payment of Expenses.** Upon certification by Company of satisfactory completion of the re-image work for a Retail Outlet, the Labor allowance applicable to the level of treatment for that Retail Outlet will be credited to Jobber's account and the cost of any upgrades to the level of treatment for that Retail Outlet will be debited to Jobber's account. Company shall contribute no more than the value set forth in Schedule R of the Materials Allowance credit, contributed in kind in accordance with Paragraph 8 below, and the Labor Allowance.

**4. Minimum Standards.** In order to participate in the JRP, a Retail Outlet must meet the following minimum standards:

(a) **CRINDS/MPDs.** Except as provided below, all retail gasoline dispensers must be equipped with functional, approved card readers in dispensers (CRINDS) devices at all gasoline fueling positions on or prior to December 31, 2003. All retail gasoline dispensers must be approved multi-product dispensers ("MPDs") upon completion of such Retail Outlet's re-imaging, provided that diesel dispensers shall not be required to have CRINDS or be MPD devices. In the event that such MPD devices are not functional upon commencement of the re-imaging, Jobber must provide evidence satisfactory to Company that such MPD devices are on-site and that labor has been scheduled to install such MPD devices prior to the completion of the re-imaging of the Retail Outlet. At Retail Outlets identified on Schedule R as within a "Fuels Market" and designated to receive image levels "C" or "Z", MPDs and CRINDS shall be installed by the later of December 31, 2003, or within twelve (12) months after the MPD or the CRINDS device is first installed by a competitor in the competitive trade area. The penalty for non-compliance may include debranding the site and repayment of any amortization balance.

(b) **Canopies.** All retail gasoline dispenser islands must be equipped with approved canopies upon completion of a Retail Outlet's re-imaging, provided that diesel-only islands shall not be required to have canopies. In the event that such canopies are not installed upon commencement of the re-imaging, Jobber must provide evidence satisfactory to Company that such canopies are on-site and that labor has been scheduled to install such canopies prior to the completion of the re-imaging of the Retail Outlet.

(c) **Mystery Shop.** All re-imaged Retail Outlets shall, at Jobber's expense, enroll and participate in Company's "Mystery Shop" audit program, utilizing Company's official vendor. Jobber agrees to reimburse Company for each Mystery Shop performed which will include (i) the actual cost of the Company vendor and (ii) the pro-rated administrative costs of the Company.

(d) **Visual and Operational Standards.** Re-imaged Retail Outlets shall meet or exceed the visual and operational standards established by Company from time to time, including, but not limited to, placing a full gasoline product slate at all fueling positions, consistent and accurate use of all image elements, air and water availability and public restroom availability.

#### **5. Other Requirements for Re-Imaged Retail Outlets**

(a) **Uniforms.** All employees of a re-imaged Retail Outlet must wear BP approved uniforms displaying Company's Helios trade identity; provided that such uniform may also display Jobber's image or logo.

(b) **High-Rise Signs.** At those sites that have a high-rise sign, jobber shall remove any non-approved signs attached to high-rise poles upon completion of reimaging. Thereafter, Jobber shall maintain its high-rise sign in good condition, ordinary wear and tear excepted.

(c) **Company-sponsored Point of Purchase ("POP") Signage Programs.** Unless otherwise prohibited by law, all re-imaged Retail Outlets shall participate in Company-sponsored POP signage programs.

(d) **Use of New Image.** Jobber shall use the new image only at Retail Outlets designated on Schedule R to be re-imaged.

(e) **Capital Investment Plans.** In the event that a Retail Outlet was selected for the JRP through the Company's official Network Integration Process as a result of representations by Jobber of capital investment plans on such Jobber's Overlap Nomination Form, all promised capital improvements shall be completed on or prior to December 31, 2003.

**6. Use of Company Contractor.** If Paragraph 2(a)(ii) is checked, Jobber is required to use a Company Contractor and this Paragraph 6 shall apply.

(a) **Work by Company Contractor.** A Company Contractor will provide \_\_\_\_\_ prior days' notice of the date work shall begin at a Retail Outlet. In the event that Company Contractor is unable to commence work on such date due to any action or inaction of Jobber or Jobber's agents or employees, Jobber shall be required to reimburse Company for the cost of the Company Contractor during the period the Company Contractor is unable to work.

(b) **Contribution.** When re-image work is performed by a Company Contractor, Company shall contribute to Jobber the lesser of (i) the amount set forth on Schedule R or (ii) the actual cost of the project toward a Retail Outlet's JRP.

## 7. Default

(a) **Default.** Jobber's Retail Outlets listed on Schedule R are permitted to participate in the JRP only if Jobber at all times: (i) complies with all JRP requirements including, but not limited to, the terms and conditions of this JRP Contract; (ii) complies with all other Company marketing contracts, agreements, programs, standards and strategies; and (iii) remains a party to a valid and in-force branded Jobber Contract by and between Jobber and Company. Jobber's violation of or inability to comply with any term or condition of this JRP Contract, permits Company, in its discretion, to require that Jobber reimburse Company for payments made by Company, whether directly or indirectly, for Re-image Materials and Labor Allowance (the "Company Payments") and require that Jobber debrand the Retail Outlets. If Company elects repayment, Jobber will be required to reimburse Company the percentage of the Company Payments set forth in (b) below, provided that if Jobber fails to comply with the provisions of Section 4(a) or 5(e), Jobber shall be required to reimburse Company for 100% of the Company Payments.

(i) If the Retail Outlet received a "B" re-image as designated on Schedule R, Jobber shall reimburse, via electronic funds transfer ("EFT"), the proportion of the Company Payments as follows:

7/7 reimbursement during year 1  
6/7 reimbursement during year 2  
5/7 reimbursement during year 3  
4/7 reimbursement during year 4  
3/7 reimbursement during year 5  
2/7 reimbursement during year 6  
1/7 reimbursement during year 7

(ii) If a site received a "C" re-image or a "Z" re-image as designated on Schedule R, Jobber shall reimburse, via EFT, the percentage of the Company Payments as follows:

5/5 reimbursement during year 1  
4/5 reimbursement during year 2  
3/5 reimbursement during year 3  
2/5 reimbursement during year 4  
1/5 reimbursement during year 5

(c) In establishing the image level for each participating Retail Outlet on Schedule R, Company is relying upon Jobber's representation of the Outlet's gasoline sales volume for the immediately preceding twelve (12) month period. In the event that an Outlet's image level is based upon an overstated sales volume for that Outlet, Company reserves the right, in its discretion, to obtain reimbursement from Jobber, via EFT, of any increase in re-image payments made by Company as a result of the overstatement.

**8. Transfer of Title of BP Owned Assets.** For \$1 and other consideration, Jobber shall purchase and Company shall sell its interest in the Main Identifier signage ("MID"), including MID signage & Hi-Rise signage previously on site prior to the re-image and to any new MID signage that is installed at Company expense. Company will provide Jobber with additional signage, canopy fascia or other materials and equipment in connection with the re-image work (collectively with the MID, the "Re-image Materials"). Upon installation, the Re-image Materials become the property of Jobber.

**9.** Nothing in this JRP Contract will be construed as a commitment by Company that any current or future branded jobber contract or other contract between Company and Jobber will be renewed at the expiration of its term. Nothing in this JRP Contract will modify or amend any current or future branded jobber contract between Company and Jobber or constitute a waiver by Company of any rights Company has or may have under any branded jobber contract. Jobber acknowledges and agrees that this JRP Contract is not and should not be construed as a franchise under any local, state or federal law, including but not limited to the federal Petroleum Marketing Practices Act. Jobber further acknowledges and agrees that this JRP Contract is an agreement which is separate and distinct from any other agreement, contract or franchise relationship which may now or hereafter exist between Company and Jobber. This JRP Contract does not create a joint venture or partnership between the parties.



Location ID	AM or BP	Location Name	Location Address	City	#	Level	JOB	DMA	Annual Volume	Monthly Volume	Total Refillage / Amortization Estimate	Total Labor Allowance (DY)	Car Wash	High Risk	Stripable / e Plenum	Material Cost (Lobber / Upgrade)	Status	Comments	Materials - Contingency
1	AM	FREX Amoco # 2	445 N. 114th Street	Omaha	NE	B	Tysons Events	Omaha	1500000	125000		37,710	Yes	no					\$28,453
2	AM	FREX Amoco # 1	10802 Pacific Street	Omaha	NE	B	Tysons Events	Omaha	600000	50000		33,710	Yes	no					\$25,861
3	AM	West Center Amoco	5802 W. Center Rd.	Omaha	NE	B	Tysons Events	Omaha	600000	50000	\$55,249	27,150	no	no					\$29,098
4	AM	Brook Valley Amoco	16712 S. 110th St.	Omaha	NE	B	Tysons Events	Omaha	1100000	91627	\$48,520	27,150	no	no					\$21,370
5	AM	Anderson Food Shop # 1	5425 S. 72nd Street	Omaha	NE	B	Tysons Events	Omaha	1300000	108333	\$64,123	37,710	Yes	no					\$28,413
6	AM	Anderson Food Shop # 10	14403 Fowler Rd.	Omaha	NE	B	Tysons Events	Omaha	800000	70633	\$75,507	49,710	no	no					\$25,787
7	AM	Anderson Food Shop # 8	10202 S. Maple	Omaha	NE	B	Tysons Events	Omaha	2000000	169877	\$89,746	42,710	Yes	Yes					\$47,058
8	AM	Anderson Food Shop # 9	11855 Pacific Street	Omaha	NE	B	Tysons Events	Omaha	1200000	100000	\$63,841	29,710	Yes	no					\$25,231
9	AM	Anderson Food Shop # 7	2630 S. 140th Street	Omaha	NE	B	Tysons Events	Omaha	1100000	91667	\$73,876	48,210	Yes	no					\$27,096
10	AM	Anderson Food Shop # 6	12300 W. Center Rd.	Omaha	NE	B	Tysons Events	Omaha	1200000	100000	\$53,506	29,710	Yes	no					\$24,708
11	AM	Anderson Food Shop # 5	14111 Pacific Street	Omaha	NE	B	Tysons Events	Omaha	1200000	100000	\$55,986	29,710	Yes	no					\$27,276
12	AM	Anderson Food Shop # 4	13746 G Street	Omaha	NE	B	Tysons Events	Omaha	1700000	141667	\$72,222	36,710	Yes	no					\$35,512
13	AM	Howard's Amoco # 2	1759 Madison	Omaha	NE	B	Tysons Events	Omaha	1576000	131250	\$68,220	33,710	Yes	Yes					\$34,510
14	AM	Anderson Food Shop 84th	3052 84th	Omaha	NE	B	Tysons Events	Omaha	1000000	83333	\$59,596	27,150	no	no					\$32,358
15	AM	Anderson Amoco Food Shop # 1	15655 W. Dodge Rd.	Omaha	NE	B	Tysons Events	Omaha	2200000	183333	\$55,896	29,710	Yes	no					\$27,276
16	AM	Anderson Food Shop # 2	16277 G Street	Omaha	NE	B	Tysons Events	Omaha	1600000	133333	\$56,856	33,710	Yes	no					\$32,889
17	AM	Anderson Food Shop # 3	333 N. 132nd Street	Omaha	NE	B	Tysons Events	Omaha	2000000	166667	\$61,599	29,710	Yes	no					\$28,325
18	AM	Anderson Food Shop # 4	17015 Arbor Street	Omaha	NE	B	Tysons Events	Omaha	2200000	183333	\$77,035	29,710	Yes	no					\$37,813

This Schedule R amends the schedule R dated 3-20-03.

Grand Total: 25626000 2195417 \$1,001,690 \$607,600

DY Start Date: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Jobber Approved \_\_\_\_\_ Date \_\_\_\_\_

BP Approved \_\_\_\_\_ Date \_\_\_\_\_

Name: Ray Anderson (Birk) R.L., Inc.  
 Address: 18707 G Street  
 City, St. Zip: Omaha, NE 68116  
 Contract: Ray Anderson III  
 Phone: 402-991-0300

**EXHIBIT B  
TO REIMAGE REPAYMENT AGREEMENT  
Ray Anderson  
Unamortized Loans As of 08/01/2007**

SVB#	Name	Address	City	State	Zip	Unamo'd Reimage
8318503	ANDERSON FOOD SHOPS	445 N 114TH STREET	OMAHA	NE	68154	\$ 36,985.90
8318941	ANDERSON BP FOODSHOP	3423 S 72ND STREET	OMAHA	NE	68124	\$ 33,697.01
8319055	ANDERSON BP FOODSHOP	14403 FRONTIER RD	OMAHA	NE	68138	\$ 41,887.92
8319279	ANDERSON BP FOODSHOP	11955 SOUTH PACIFIC	OMAHA	NE	68154	\$ 27,031.31
8319386	ANDERSON BP FOODSHOP	2630 SOUTH 140TH ST	OMAHA	NE	68144	\$ 37,543.57
8320624	ANDERSON BP FOODSHOP	14111 PACIFIC	OMAHA	NE	68154	\$ 29,905.31
8320731	ANDERSON BP FOODSHOP	13746 Q STREET	OMAHA	NE	68137	\$ 38,850.61
8321069	ANDERSON BP FOODSHOP	15635 W DODGE RD	OMAHA	NE	68154	\$ 28,018.17
8321176	ANDERSON BP FOODSHOP	16727 Q STREET	OMAHA	NE	68135	\$ 31,976.11
8321390	ANDERSON BP FOODSHOP	17915 ARBOR STREET	OMAHA	NE	68130	\$ 27,426.51
6483515	ANDERSON FD SH 110TH	6912 S 110TH ST	LA VISTA	NE	68128-5720	\$ 25,040.56
					<b>Total</b>	<b>\$ 358,362.98</b>

Please note, all calculations of amounts due are subject to review upon final debrand notice and BP specifically reserves the right to collect any and all amounts due. This statement of calculation is not meant to and does not act as a waiver of any amount due to BP. Any Commlinx charges or other amounts that have been incurred to date will also be calculated and collected at the time of debranding.

*Schedule of property descriptions following pages.*

**SCHEDULE OF REIMAGE REPAYMENT AGREEMENT  
PROPERTY DESCRIPTIONS**

1.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	6483515
		New Site/SVB Number:	6433999
		Contract Value:	\$25,040.56
		Site Address:	6912 S. 110 <sup>th</sup> Street, Omaha, NE
		Legal Description:	(Sarpy County) Parcel # 011 228 830
		Lot 6 Brook Valley Business Park (3.91 AC), a Subdivision on Sarpy County, Nebraska, except that part described as follows: Beginning at the NE corner of said Lot Six (6) thence S83°03'30"W (assumed bearing) 14.23 feet on the North line of said Lot Six (6); thence southeasterly on a 55 foot radius non-tangent curve to the right, chord bearing S33°08'41"E, chord distance 27.57 feet, and arc distance of 27.86 feet; thence S18°37'51"E 38.04' to the easterly line of said Lot Six (6); northwesterly on the easterly line of said Lot Six (6) on a 275.00 foot radius non-tangent curve to the right chord bearing N12°08'10"W, chord distance 62.24 feet, and arc distance of 62.37 feet to the point of beginning.	
2.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8320624
		New Site/SVB Number:	6433221
		Contract Value:	\$29,905.31
		Site Address:	14111 Pacific Street, Omaha, NE
		Legal Description:	The North 200 feet of the East 200 feet of Lot 325 in Parkside Addition, and addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.
3.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8319386
		New Site/SVB Number:	6433007
		Contract Value:	\$37,543.57
		Site Address:	2630 S. 140 <sup>th</sup> Street, Omaha, NE
		Legal Description:	Lot 1, Georgetown Replat, an addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, being more particularly described as follows: Beginning at the Southeast corner of said Lot 1, Georgetown Replat, said point being 33.0 feet North of the South line of Section 25, Township 15 North, Range 11 East of the 6 <sup>th</sup> p.m. and 40.0 feet West of the centerline of 140 <sup>th</sup> Street; thence West along a line parallel with and 33.0 feet North of said South line of Section 25 for 200.0 feet; thence North for 200 feet; thence North for 175.0 feet; thence East parallel with and 208.0 feet North of said South line of Section 25 for 180.76 feet to the curved West line of 140 <sup>th</sup> Street; thence Southerly on the West line of 140 <sup>th</sup> Street along a curve to the right (having a radius of 633.81 feet and long chord bearing South 7°04'33" east for 16.19 feet) an arc distance of 156.59 feet to the point of tangency; thence South for 20.0 feet to the point of beginning and together with Beneficial Easement to enter upon Lots 2, 190, and 191. In Georgetown Replat to grade, level, fill, build, maintain and repair a minimum slope of 3 feet, these slopes to be provided along the North, West, and South boundaries of said Lot 1 as contained in an instrument dated September 19, 1975, filed September 19, 1975, Book 555, Page 391 of the Miscellaneous records of Douglas County, Nebraska.
4.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8319279
		New Site/SVB Number:	6432991
		Contract Value:	\$27,031.31
		Site Address:	11955 Pacific Street, Omaha, NE
		Legal Description:	The North 200 feet of the West 200 feet of Lot 10, PACIFIC PLAZA ADDITION, and addition to the City of Omaha, as surveyed, platted and recorded. In Douglas County, Nebraska. EXCEPT the North 7 feet of the West 17 feet of the North 200 feet of the West 200 feet of Lot 10, in Pacific Plaza Addition. AND ALSO EXCEPT the West 17 feet of the North 200 feet of the West 200 feet of Lot 10, in Pacific Plaza Addition.



**SCHEDULE OF REIMAGE REPAYMENT AGREEMENT  
PROPERTY DESCRIPTIONS**

\*\* FILED: AS IS

5.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8320731
		New Site/SVB Number:	6433338 1-14-11 (1) 01-60000
		Contract Value:	\$38,850.61
		Site Address:	13746 Q Street, Omaha, NE
		Legal Description:	A tract of land being part of Tax Lot 4 in the Southeast Quarter (SW1/4 SE1/4) of 14 North Range 11 East of the 6 <sup>th</sup> P.M. in the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at a point 33 feet North of and 55 feet East of the South Quarter Corner of said Section 1; thence North 00°44'00" West (assumed bearing) along the East line of old Nebraska Highway #50, for a distance of 150.0 feet; thence North 90°00'00", for a distance of 200 feet; thence South 00°44'00" East, for a distance of 150.0 feet, to a point on the Northerly right-of-way line of "Q" Street; thence South 90°00'00" West, along said right-of-way line, for a distance of 200.0 feet, to the Point of Beginning.
6.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8321176
		New Site/SVB Number:	6433775 70-25699 (1)
		Contract Value:	\$31,976.11
		Site Address:	16727 Q Street, Omaha, NE
		Legal Description:	That part of Lot 2, Mission Hills, as surveyed, platted and recorded in Douglas County, Nebraska; being more particularly described as follows: Beginning at the northwest corner of Lot 2, Mission Hills; thence north 88° 48' 55" east (assumed bearing) along the north line of Lot 2, Mission Hills, a distance of 190.00 feet; thence south 00° 07' 24" east and parallel to the west line of Lot 2, Mission Hills, a distance of 180.00 feet; thence south 88° 48' 55" west and parallel to the north line of Lot 2, Mission Hills, a distance of 190.00 feet, to a point on the west line of Lot 2, Mission Hills; thence north 00° 07' 24" west, along the west line of said Lot 2, Mission Hills, a distance of 180.00 feet to the point of beginning.
7.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8318941
		New Site/SVB Number:	6432777 55-22020 (1)
		Contract Value:	\$33,697.01
		Site Address:	3423 S. 72 <sup>nd</sup> Street, Omaha, NE
		Legal Description:	LAWNFIELD LOT 7 BLOCK 13 -EX IRREG 5.81X5.84 FT TRIA- E 125 W 160 N 103 FT LT 6 & E 125 W 160 S 47 FT LT 7 BLK 13
8.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8319055
		New Site/SVB Number:	6432884
		Contract Value:	\$41,887.92
		Site Address:	14403 Frontier Road, Omaha, NE
		Legal Description:	(Sarpy County) Parcel # 011 568 160 LOT 2 PRAIRIE CORNERS REPLAT 4 (.99 AC ), a SUBDIVISION IN SARPY COUNTY, NEBRASKA
9.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8321069
		New Site/SVB Number:	6433668 68-14278 (1)
		Contract Value:	\$28,018.17
		Site Address:	15635 W. Dodge Street, Omaha, NE
		Legal Description:	GREENFIELDS PLAZA LOT L BLOCK 0 IRREG

**SCHEDULE OF REIMAGE REPAYMENT AGREEMENT  
PROPERTY DESCRIPTIONS**

10.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8321390
		New Site/SVB Number:	6433882 <i>66-43342</i> (i)
		Contract Value:	\$27,426.51
		Site Address:	17915 Arbor Street, Omaha, NE
		Legal Description:	
		WESTERN SPRINGS LOT 2 BLOCK 0 IRREG 1.45 AC	
11.	Assignment & Assumption of Reimage Repayment Agreement	Old Site/SVB Number:	8318503
		New Site/SVB Number:	6432660 <i>20-15-12</i> (i) <i>01-60000</i>
		Contract Value:	\$36,985.90
		Site Address:	445 N. 114 <sup>th</sup> Street, Omaha, NE
		Legal Description:	
		A tract of land located in the Northwest ¼ of the Northeast ¼ of Section 20, Township 15 North, Range 12 East of the 6 <sup>th</sup> P.M. in the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Commencing at the North Quarter corner of said Section 20; thence S00°00'W (assumed bearing) along the West line of said Northeast Quarter and the centerline of 114 <sup>th</sup> Street, a distance of 75.00 feet; thence N87°21'35"E. A distance of 33.03 feet to a point on the East Right of Way line of said 114 <sup>th</sup> Street, said point also being the Point of Beginning; thence continuing N87° 21'35"E along the South Right of Way line of Dodge Street, a distance of 150.14 feet; thence S00°00'W, a distance of 251.24 feet; thence S89°19'20"W, a distance of 150.00 feet to a point on the East Right of Way line of said 114 <sup>th</sup> Street, a distance of 246.10 feet to the beginning; EXCEPT those portions deeded to the State of Nebraska for highway purposes in Deed filed May 1, 1972 in Book 1454 at Page 5; and Deed filed July 11, 2003 as Instrument #2003-132586, Deed Records of Douglas County, Nebraska, and further excepting that part deeded to the City of Omaha for public purposes in Deed filed October 28, 1988 in Book 1837 at Page 293 of the Deed Records of Douglas County, Nebraska.	