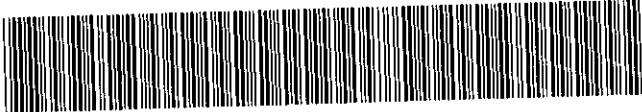


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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
3/31/2004 12:19:58 PM



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Filed: AS RECEIVED

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FEE 41⁰⁰ FB 42-07880
BKP _____ C/O _____ COMP MB
DEL _____ SCAN _____ FV _____

LOT 1 + 2 BLOCK 1 EX W 35' COUNTRY CLUB DIST

Temp. 12.4.01

*Buck's Inc
4973 Dodge St
Omaha, NE 68132
Ph. 5589840*

gms

BP REIMAGE REPAYMENT AGREEMENT

This Repayment Agreement dated, 2-5, 2003, between

Back's Inc with offices at 4973 Dodge, Omaha, Ne, 68132
("Jobber") and Craig A. Howell, at 5203 N.W. Radial, Omaha, Ne 68154
DBA
("Dealer") provides as follows:

WHEREAS, Jobber and Dealer entered into a Dealer Supply Agreement dated 1/17/03, the terms of which provide that Supplier agrees to deliver and sell to Dealer, and Dealer agrees to accept and receive from and pay Supplier for, branded gasoline for resale to the public from the property located at 5203 N.W. Radial, Omaha, Ne 68154 (the "Location"); and

WHEREAS, the Location is one of the Retail Outlets contained in the Jobber Reimage Contract, as the term "Retail Outlets" is used therein; and

WHEREAS, Jobber and Supplier desire to re-image the Location under the terms and conditions of the Jobber Reimage Contract;

WHEREAS, Dealer desires that the Location be re-imaged to comply with the terms and conditions contained in the Jobber Reimage Contract; and

WHEREAS, Dealer 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 Jobber and Dealer hereby acknowledge, the parties agree as follows:

1. Jobber and Dealer agree as follows:
 - (a) Jobber shall cause the Location to be re-imaged pursuant to the

Jobber Reimage Contract. The costs of such re-imaging (referred to hereinafter as the "Image Costs"), shall include without limitation, (i) all such costs borne by Supplier and required to be repaid by Jobber to Supplier pursuant to the terms of the Jobber Reimage Contract; and (ii) all other such costs borne by Jobber as required by Supplier pursuant to the terms of the Jobber Reimage Contract, apart from any such costs borne by Supplier, all such costs borne by Jobber and Supplier set forth more fully on Exhibit "B" will be attached hereto and incorporated herein after the completion of the Jobber Reimage work. The parties hereto agree that such re-imaging shall be conducted pursuant to the terms and conditions contained in the Jobber Reimage Contract.

(b) In the event work is not commenced as set forth in the Jobber Reimage Contract due to any act or omission of Dealer or Dealer's agents or employees, Dealer shall reimburse Jobber for the cost of any contractor employed by Jobber or Supplier during the period that said contractor was unable to work.

(c) Dealer 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 Location and Dealer's operations at the Location. Dealer further agrees to meet or exceed the visual and operational standards established by 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.

(d) As set forth in the Jobber Reimage Contract, the Location shall enroll and participate in the Supplier's "Mystery Shop" audit program. Dealer shall reimburse Jobber for each Mystery Shop audit performed that Jobber is required to pay under the Jobber Reimage Contract.

(e) Jobber, 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 Dealer) on or off the premises of the Location, arising out of or resulting in any action or inaction of a contractor of Dealer, Jobber or Supplier, or of Jobber for itself, its successors and assigns, and Jobber hereby agrees to indemnify and hold Jobber, 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 Jobber in connection therein) for any such loss, damage, injury, or other casualty, whether caused by a negligent act or omission of either Dealer, Jobber or Supplier, or of their agents or employees, except that Dealer shall not be liable for the sole negligent acts of Jobber.

2. (a) Notwithstanding anything to the contrary contained herein, in the event (i) the Dealer discontinues actively marketing gasoline at the Location under the Brand Identifications of BP; or (ii) Dealer begins selling gasoline at the Location under trade names or trademarks or other

brand names than BP's Brand Identifications; or (iii) Dealer fails to comply with Supplier's image standards or any other standards of appearance at the Location, which standards Supplier may from time to time require and modify; or (iv) Dealer fails to comply with any provisions of this Agreement; or (v) Supplier requires Jobber to repay to Supplier any portion of the Image Costs borne by 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 Jobber (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, Dealer 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, Dealer 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 Dealer to Jobber are not paid in full within thirty (30) 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. Jobber'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. Dealer shall permit Jobber and Supplier to inspect sales records for the Location and shall allow an independent auditor to review monthly sales figures to validate actual motor fuel products sold at the Location. Dealer further agrees to permit inspections of the Location by Jobber and Supplier, including meter readings by said auditors.

5. If the Agreement is ever placed for collection or if suit is initiated to enforce payment, Dealer agrees to pay Jobber's costs of collection, including attorneys' fees incurred by Jobber, but only if and to the extent permitted by law.
6. Dealer's interest in this Agreement shall not be transferred or assigned by Dealer in whole or in part, directly or indirectly, without the prior written consent of Jobber.
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 Jobber and Dealer.

JOBBER: *St B* *Pres.*

DEALER: *As P Hill*

By: *Buck's Inc*
Title

By: *owner*
Title

Witness: *W M Sample*

Witness: *W M Sample*

STATE OF NEBRASKA)
) S.S.
COUNTY OF DOUGLAS)

**** FILED: AS IS**

On this 5 day of Feb. 03 before me, the undersigned, a notary public, personally appeared Steven Buchanan and Craig Howell to me known to be the identical persons named in and who executed the foregoing instrument.

Leeann F. Noble
notary public

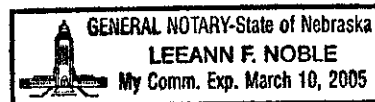


EXHIBIT B

The Image Costs as referred to in the BP Reimage Repayment Agreement for the Location is \$48,351.00.