

MISC 2007123901



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Filed: AS RECEIVED

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 11/2/2007 14:21:09.14



2007123901

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 A7

COMMLINX 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 Electronic Point-of-Sale Agreement ("EPOS Contract") and all its liability to Supplier; and

WHEREAS, the Locations are the Retail Facilities contained in the EPOS Contract, as the term "Retail Facilities" is used therein; and

WHEREAS, Subjobber installed the CommLinx System at the Locations under the terms and conditions of the EPOS Contract; and

WHEREAS, Subjobber has read and understands the terms and conditions of the EPOS 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 installed the CommLinx System at the Locations pursuant to the EPOS Contract. The costs of such install (referred to hereinafter as the "CommLinx 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 EPOS Contract; and set forth more fully on Exhibit "B" will be attached hereto and incorporated herein. The parties hereto agree that such install was conducted pursuant to the terms and conditions contained in the EPOS Contract.

(b) Subjobber agrees to comply with, and cause the Locations to comply with, all requirements and standards contained in the EPOS Contract related to the install and maintenance of the CommLinx System at 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 EPOS Contract, the Locations shall, at all times, be connected to BP's Payment Methods network and shall be operated using BP's most current Payment Methods software and hardware. Subjobber shall reimburse Supplier for the CommLinx System

fee for the Locations, in accordance to the Fee Schedule attached hereto as Schedule A and incorporated herein by this reference which fee is the same fee paid by Supplier to Branded Supplier for said CommLinx System.

(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.

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 CommLinx Costs borne by Branded Supplier, directly or indirectly, for installation of CommLinx at the Locations under the EPOS Contract (any such event is an "Acceleration Event"), and all CommLinx 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 installed CommLinx as designated on Schedule "A" of the EPOS Contract, Subjobber shall reimburse, via electronic funds transfer ("EFT") the fraction of the CommLinx 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 CommLinx Costs is zero percent (0%) per annum, provided that, if the CommLinx 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 CommLinx 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

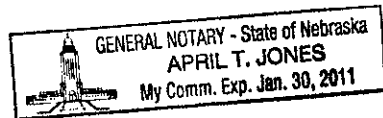
By: _____
Name: Raymond D Anderson
Title: CEO

STATE OF ~~Delaware~~ NE)
) 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, 2009.

April T. Jones
Notary Public



My Commission Expires: 11/30/2011

SUPPLIER:

Buck's Inc., a Nebraska corporation

By: S
Name: Steve Buchanan

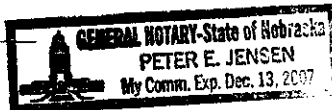
Title: President

STATE OF NE)
) SS.
COUNTY OF Douglas)

I, Pete Jensen, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Steve Buchanan personally known to me to be the President of Buck's Inc., a(n) Nebraska Corp., 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 31st day of July, 2007.

P. Jensen
Notary Public



My Commission Expires: _____

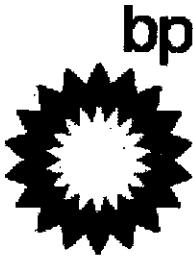
PROPERTY SCHEDULE
TO COMMLINX REPAYMENT AGREEMENT

Locations:

6912 S 110th Street, Omaha, NE
11955 Pacific Street, Omaha, NE
13746 Q Street, Omaha, NE
2630 South 140th 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 114th Street, Omaha, NE

Anderson Brothers I-80 & Hwy 50
Anderson West Center 72nd & Grover

Exhibit A
to
CommLinx Repayment Agreement



**ELECTRONIC POINT OF SALE
(EPOS) CONTRACT**
(9-2005)

This Electronic Point-of-Sale Agreement ("EPOS Contract"), dated and effective 10-20-05 ("Effective Date"), is by and between BP Products North America Inc. and hereinafter referred to as "Company," and

Ray Anderson Inc ("Jobber");
(State exact legal name of Jobber)

WHEREAS,

- A. Company and Jobber have entered into a Branded Jobber Contract dated 03/01/04, ("Branded Jobber Contract") 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, and
- B. Company has initiated a new Electronic Point-of-Sale Project including but not limited to telecommunication and networking hardware and software ("CommLinx") for Jobber's Approved Retail Sites (as defined in the Branded Jobber Contract), and
- C. The Branded Jobber Contract requires that Jobber will comply with Company's point-of-sale policies and guidelines, as amended from time to time, and will equip, or cause to equip, all of its Approved Retail Sites with electronic point-of-sale ("EPOS") equipment approved by Company for processing transactions on Company's Payment Methods network and will install Company's most current software and firmware within 6 months of its release, unless otherwise agreed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Company and Jobber agree as follows:

1. **Term.** The term of this EPOS Contract shall be for a period of five (5) years, beginning on 1-1-06 and ending on 12-31-10, unless terminated earlier by law or by the terms of this EPOS Contract or unless extended by Company upon written notice. If the Branded Jobber Contract for the Approved Retail Sites remains in effect beyond the term of this EPOS Contract, this EPOS Contract will be extended so that it will remain in effect for the term of the Branded Jobber Contract, unless it terminated as herein provided.
2. **CommLinx System.** Jobber hereby agrees to install a functional, Company-approved CommLinx System at each of its Approved Retail Sites on or before October 31, 2007.
 - a. The Company-approved CommLinx System shall, at all times, be connected to Company's Payment Methods network and shall be operated using Company's most current Payment Methods software and hardware. Unless otherwise specified, no right, title or ownership interest in any software or firmware will be transferred to Jobber.
 - b. Jobber acknowledges that the software or firmware and the specifications are proprietary products of Company or its vendors. Under no circumstances will Jobber reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the software or firmware or alter its intended functionality.
 - c. The Company's remedy for non-compliance with these requirements may include, without limitation, debranding of the Approved Retail Site and requiring the repayment of any amortization

balances, including those specifically associated with CommLinx, as well as any other amortization balances associated with the Approved Retail Site.

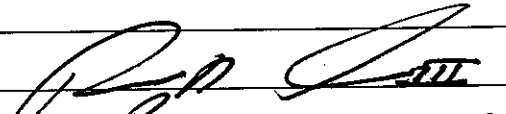
3. **CommLinx Installation.** Subject to the restrictions and qualifications contained in this EPOS Contract and the general restrictions and qualifications of the Branded Jobber Contract, Company will pay the costs associated with CommLinx hardware, software and installation, except the Maintenance Fee set forth in Paragraph CommLinx Fee ("CommLinx costs"). CommLinx costs are listed, by Approved Retail Site, on Schedule A. Title and ownership of the CommLinx hardware transfers to Jobber upon the date that the CommLinx hardware and software is installed and operational ("Installation Date"), said Installation Date being listed in Schedule A. Jobber will be entitled to use CommLinx at Approved Retail Sites, if and only if, Jobber at all times during the term of this Contract: (a) causes all of its Jobber-supplied retail outlet(s) displaying Company's Trade Identities to conform to Company's image programs and standards; (b) complies with all other Company marketing contracts, agreements, programs, standards and strategies; and (c) remains a party to a valid and in-force branded jobber contract by and between Jobber and Company.
4. **CommLinx Fee.** Jobber shall pay Company a CommLinx System fee for each Approved Retail Site, in accordance with the Fee Schedule attached hereto as Schedule A and incorporated herein by this reference.
5. **Reimbursement.** In addition to the obligations set forth elsewhere in this EPOS Contract and the Jobber's Branded Jobber Contract, Jobber agrees to comply with Company's image programs and standards at Jobber's Approved Retail Outlet(s) for an uninterrupted, consecutive period of 5 years beginning on the Installation Date. If said Approved Retail Outlet(s), for any reason (other than the Company's withdrawal of its Trade Identities from the market) including but not limited to the sale or lease of the underlying premises or Jobber's loss of the right to lease any facility not owned by Jobber, ceases to be an exclusively Company-branded facility at any time prior to the end of said period, or ceases to conform to Company's image programs and standards at any time prior to the end of said period, or ceases to be supplied by Jobber at any time prior to the end of said period, Jobber shall return -- via electronic funds transfer ("EFT") -- the CommLinx installation costs, as follows:
 - 5/5 reimbursement of CommLinx costs during year 1 after the Installation Date
 - 4/5 reimbursement of CommLinx costs during year 2 after the Installation Date
 - 3/5 reimbursement of CommLinx costs during year 3 after the Installation Date
 - 2/5 reimbursement of CommLinx costs during year 4 after the Installation Date
 - 1/5 reimbursement of CommLinx costs during year 5 after the Installation Date
6. **Limitation on Liability/Indemnity.** Company, its agents and employees will not be liable for any loss, damage, injuries, or any casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Jobber) on or off the premises of Jobber's Approved Retail Site, arising out of or resulting from Jobber's (or Jobber's dealers') use, possession or operation thereof, or from the layout or design of said premises, or from defects of said premises whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal, or replacement of any building, improvements, equipment, or fixtures thereon, 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 therewith) 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.
7. **Branded Jobber Contract.** Nothing in this EPOS 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 EPOS 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 EPOS 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 EPOS 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 EPOS Contract does not create a joint venture or partnership between the parties.

8. Miscellaneous.


- (a) Nothing in this EPOS Contract will be construed as a commitment by Company to offer for sale or to market its petroleum products in any particular geographic area or to maintain its Marks, or any Particular Mark, in any particular geographic area. In addition, Company will have the right at any time to cancel or not extend the EPOS Contract for any reason. Company shall have no liability for any loss of any kind which is attributable, directly or indirectly, to the EPOS Contract.
- (b) The waiver of any breach of any obligation under this EPOS Contract will not be taken to be a waiver of any subsequent breach of the same obligation or any other obligation. Any failure of Company to enforce rights or seek remedies upon the default of Jobber with respect to the obligations of Jobber hereunder will not prejudice or affect the rights or remedies of Company in the event of any subsequent default of Jobber. In the event one or more paragraphs of this EPOS Contract, or portions of any paragraph, are declared or adjudged invalid or void by a court of competent jurisdiction, the remaining paragraphs, or remaining portions of any paragraph, will remain in full force and effect. Company may, in the alternative and at its sole discretion, cancel this Contract upon notice to Jobber.
- (c) Jobber will not assign this EPOS Contract without the prior written consent of Company. Without such consent, any act or instrument purporting to assign this EPOS Contract will be null and void. Jobber acknowledges and agrees that any consent granted hereunder will be expressly conditioned upon Jobber remaining liable for any full or pro rata reimbursements due to Company under this EPOS Contract.
- (d) This EPOS Contract cancels and supersedes all prior EPOS contracts between the parties hereto pertaining to the Approved Retail Site. This EPOS Contract is the entire agreement by and between the parties as to EPOS conditions for the Approved Retail Site and will not be modified or amended except in writing.
- (e) Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Branded Jobber Contract.

IN WITNESS WHEREOF, Jobber and Company have executed this EPOS Contract on the date written above.

Jobber:

By: 
Name: Raymond P. America III
Title: President

BP Products North America Inc.

By: 
Name: ROBERT HAVILAND
Title: DEPLOYMENT MGR.

CommLinX Schedule A RAY ANDERSON

Job ID	Jobber	Site Name	Address	City	ST	ZIP	Phone	Device	Linkx Enable	Linkx Dynamic	Linkx Simple	Hold	Requested Install month	Notes
00014333	RAY ANDERSON	ANDERSON FOOD SHOP 1	6912 S 110TH AVE	OMAHA	NE	68128	402-597-6900	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	RITTERS, INC	REET	PAPILLION	NE	68128	402-331-464E	Ruby	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON FOOD SHOPS	445 N 114TH ST	OMAHA	NE	68154-2518	402-334-0843	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	3423 S 72ND ST	OMAHA	NE	68124-3573	402-381-8611	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	14003 FRONTIER RD	OMAHA	NE	68138-3803	402-895-685E	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	11986 SO PACIFIC ST	OMAHA	NE	68154	402-333-098C	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	2630 SOUTH 140TH ST	OMAHA	NE	68144-2339	402-334-916E	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	WEST CENTER AMOCO	12300 WEST CENTER RD	OMAHA	NE	68144-3926	402-334-116E	Ruby	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	14111 PACIFIC	OMAHA	NE	68154-2863	402-330-5077	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	13746 Q ST	OMAHA	NE	68137-3144	402-895-116E	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	DAN DRISCOLL	1759 MADISON	COUNCIL BLUFFS IA		51501-5249	402-322-885E	Ruby	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON SHOP 84TH	3052 S 84TH ST	OMAHA	NE	68124-3215	402-397-771C	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	15665 W DODGE RD	OMAHA	NE	68118-2046	402-897-0431	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	16727 Q STREET	OMAHA	NE	68025	402-895-538E	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	333 N 132ND STREET	OMAHA	NE	68154-2125	402-333-5444	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	ANDERSON AMOCO FOOD	17916 ARBOR ST	OMAHA	NE	68130	402-758-9504	Ruby	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	12/1/05	
00014333	RAY ANDERSON	REGENCY BP	10987 PACIFIC STREET	OMAHA	NE	68154		Ruby	YES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5/1/2006	Added to replace 6519639

Jobber R.A. Inc.
 Title President
 Date 12/20/05

LinxEnable = \$200/month
 LinxDynamic = rate TBD
 LinxSimple = available in Wave 2

Estimated installation cost per site is \$5,000

*Dail-up/ stand alone sites only
Sites to be delayed to end of deployment schedule

Signed under the assumption previous 'Start dates' for the 5 yr. amortization does not change for sites other than Regency BP.

closed

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

SVB#	Name	Address	City	State	Zip	Unamo'd Commlinx
8318503	ANDERSON FOOD SHOPS	445 N 114TH STREET	OMAHA	NE	68154	\$ 5,000.17
8318941	ANDERSON BP FOODSHOP	3423 S 72ND STREET	OMAHA	NE	68124	\$ 5,000.17
8319055	ANDERSON BP FOODSHOP	14403 FRONTIER RD	OMAHA	NE	68138	\$ 5,000.18
8319279	ANDERSON BP FOODSHOP	11955 SOUTH PACIFIC	OMAHA	NE	68154	\$ 4,995.74
8319386	ANDERSON BP FOODSHOP	2630 SOUTH 140TH ST	OMAHA	NE	68144	\$ 4,994.17
8320624	ANDERSON BP FOODSHOP	14111 PACIFIC	OMAHA	NE	68154	\$ 5,383.58
8320731	ANDERSON BP FOODSHOP	13746 Q STREET	OMAHA	NE	68137	\$ 5,000.18
8321069	ANDERSON BP FOODSHOP	15635 W DODGE RD	OMAHA	NE	68154	\$ 4,999.09
8321176	ANDERSON BP FOODSHOP	16727 Q STREET	OMAHA	NE	68135	\$ 4,988.55
8321390	ANDERSON BP FOODSHOP	17915 ARBOR STREET	OMAHA	NE	68130	\$ 5,533.57
6483515	ANDERSON FD SH 110TH	6912 S 110TH ST	LA VISTA	NE	68128-5720	\$ 5,000.18
					Total	\$ 55,895.58

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 on following pages.

**SCHEDULE OF COMMLINX REPAYMENT AGREEMENT
PROPERTY DESCRIPTIONS**

1.	Assignment & Assumption of CommLinx Repayment Agreement	Old Site/SVB Number:	6483515
		New Site/SVB Number:	6433999
		Contract Value:	\$5,000.18
		Site Address:	6912 S. 110 th 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 CommLinx Repayment Agreement	Old Site/SVB Number:	8320624
		New Site/SVB Number:	6433221
		Contract Value:	\$5,383.58
		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 CommLinx Repayment Agreement	Old Site/SVB Number:	8319386
		New Site/SVB Number:	6433007
		Contract Value:	\$4,994.17
		Site Address:	2630 S. 140 th 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, Georgetowne Replat, said point being 33.0 feet North of the South line of Section 25, Township 15 North, Range 11 East of the 6 th p.m. and 40.0 feet West of the centerline of 140 th 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 th Street; thence Southerly on the West line of 140 th 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 Georgetowne 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 CommLinx Repayment Agreement	Old Site/SVB Number:	8319279
		New Site/SVB Number:	6432991
		Contract Value:	\$4,995.74
		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 COMMLINX REPAYMENT AGREEMENT
PROPERTY DESCRIPTIONS**

5.	Assignment & Assumption of CommLinx Repayment Agreement	Old Site/SVB Number:	8320731	1-14-11 (1)	
		New Site/SVB Number:	6433338	01-60000	
		Contract Value:	\$5,000.18		
		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 th 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 CommLinx Repayment Agreement	Old Site/SVB Number:	8321176		
		New Site/SVB Number:	6433775	70-25699 (1)	
		Contract Value:	\$4,998.55		
		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 CommLinx Repayment Agreement	Old Site/SVB Number:	8318941	(2)	
		New Site/SVB Number:	6432777	55-22020	
		Contract Value:	\$5,000.17		
		Site Address:	3423 S. 72 nd 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 CommLinx Repayment Agreement	Old Site/SVB Number:	8319055		
		New Site/SVB Number:	6432884		
		Contract Value:	\$5,000.18		
		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 CommLinx Repayment Agreement	Old Site/SVB Number:	8321069		
		New Site/SVB Number:	6433668	68-14278 (1)	
		Contract Value:	\$4,999.09		
		Site Address:	15635 W. Dodge Street, Omaha, NE		
		Legal Description:	GREENFIELDS PLAZA LOT L BLOCK 0 IRREG		

** FILED: AS IS

**SCHEDULE OF COMMLINX REPAYMENT AGREEMENT
PROPERTY DESCRIPTIONS**

10.	Assignment & Assumption of CommLinx Repayment Agreement	Old Site/SVB Number:	8321390	
		New Site/SVB Number:	6433882	
		Contract Value:	\$5,533.57	
		Site Address:	17915 Arbor Street, Omaha, NE	
		Legal Description:	WESTERN SPRINGS LOT 2 BLOCK 0 IRREG 1.45 AC	
11.	Assignment & Assumption of CommLinx Repayment Agreement	Old Site/SVB Number:	8318503	
		New Site/SVB Number:	6432660	
		Contract Value:	\$5,000.17	
		Site Address:	445 N. 114 th Street, Omaha, NE	
		Legal Description:	<p>A tract of land located in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, Township 15 North, Range 12 East of the 6th 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 114th 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 114th 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 114th 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.</p>	