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2013091376

### JOIP REPAYMENT AGREEMENT

This Repayment Agreement (the "Agreement") dated, May 27, 2011,  
 between Buck's Inc. with offices at 4973 Dodge Street, Omaha, Nebraska, 68132 (the  
 "Jobber") and Ray Anderson (the "Subjobber") provides as follows:

WHEREAS, Jobber and Subjobber entered into a Subjobber Supply Agreement  
 dated July 30, 2007 (the "Supply Agreement"), the terms of which provide that Jobber  
 agrees to deliver and sell to Subjobber branded gasoline supplied by BP Products North  
 America (the "Supplier"), and Subjobber agrees to accept and receive from and pay  
 Jobber for, branded gasoline for resale to the public from the properties located as shown  
 on Exhibit A (the "Locations"); and

RETURN: Buck's, Inc.  
Attn: Matthew Manning  
4973 Dodge St.  
Omaha, NE 68132

✓ 526137.

WHEREAS, the Locations are the retail outlets contained in the JOIP Contract (the "JOIP Contract"), as the term "Retail Outlet" is used therein; and

WHEREAS, Subjobber desires that the Locations be improved to comply with the terms and conditions contained in the JOIP Contract; and

WHEREAS, Subjobber has read and understands the terms and conditions of the JOIP Contract as attached hereto as Exhibit B.

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

1. Jobber and Subjobber agree as follows:
  - (a) Subjobber shall cause the Locations to be improved pursuant to the JOIP Contract. The costs of such improvements shall be paid by the Subjobber. The parties hereto agree that such improvements shall be conducted pursuant to the terms and conditions contained in the JOIP Contract. The Jobber will transfer to Subjobber the funds received for the benefit of the Subjobber Locations as stated in Paragraph 1 of the JOIP Contract ("Incentive Funds").
  - (b) Subjobber agrees to comply with, and cause the Locations to comply with, all requirements and standards contained in the JOIP Contract, this Agreement and the Supply Agreement. Subjobber 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.

(c) 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 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 (i) the Subjobber discontinues purchasing gasoline for the Locations under the Supply Agreement; or (ii) Subjobber begins selling gasoline at the Locations under trade names or trademarks or brand names other than BP's Brand Identifications; or (iii) Subjobber fails to comply with Supplier's image standards or any other standards of appearance at the Locations, which standards Supplier may from time to time require and modify; or (iv) Subjobber fails to comply with any provisions of this Agreement or the Supply Agreement; or (v) Supplier requires Jobber to repay to Supplier any portion of the Incentive Funds borne by Supplier, directly or indirectly, under the JOIP Contract (any such event is an "Acceleration Event"), and all Incentive Funds expended, either directly or indirectly, shall become immediately due and payable to Jobber (the "Repayment Amount") pursuant to the following schedule:

A. If the Locations received the Incentive Funds

designated on Paragraph 1 of the JOIP Contract, Subjobber shall reimburse, via electronic funds transfer ("EFT") the fraction of the Incentive Funds as follows:

- 100% reimbursement during years 1-4
- 85% reimbursement during year 5
- 70% reimbursement during year 6
- 55% reimbursement during year 7
- 40% reimbursement during year 8
- 25% reimbursement during year 9
- 10% reimbursement during year 10
- 0% reimbursement during year 11

(b) The stated rate of interest of the Incentive Funds is zero percent (0%) per annum, provided that, if the Incentive Funds required to be reimbursed by Subjobber to Jobber are not paid in full within thirty (30) days after an Acceleration Event, then the remaining Incentive Funds shall earn interest at the rate of nine percent (9%) per annum or the maximum rate allowed by law, whichever is less. Dealer agrees to allow Jobber to draft their account for any funds owed to Jobber from participation in this Agreement.

(c) The unamortized portion of the Incentive Funds constitutes a lien against the land; and, the lien and the unamortized funds shall

run with the land of the Locations as legally described in Exhibit

A.

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. Subjobber shall permit Jobber and 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 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, Subjobber 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. 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 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 Subjobber.

(Signatures on following pages.)

SUBJOBBER:

Ray Anderson INC.

By: [Signature]

Name: Raymond D. Anderson Jr.

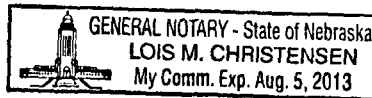
Title: CEO

STATE OF Nebraska )  
 ) SS.  
COUNTY OF Douglas )

I, Lois Christensen Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond D. Anderson personally known to me to be the subjobber of \_\_\_\_\_, a(n) \_\_\_\_\_, 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 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 23 day of May, 2011.

Lois M. Christensen  
Notary Public



My Commission Expires: Aug. 5, 2013

JOBBER:

Buck's Inc., a Nebraska corporation

By: \_\_\_\_\_

Name: Steve Buchanan

Title: President

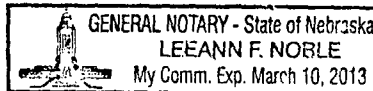
STATE OF Nebraska )

COUNTY OF Douglas )

SS.  
I, Leeann Noble, 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) Ne 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 27 day of May, 2011.

Leeann F. Noble  
Notary Public



My Commission Expires:

March 10, 2013

EXHIBIT A  
Legal Description of Locations

3423 S. 72<sup>nd</sup> St., Omaha, NE

55-22020

The East 125 feet of the West 160 feet of the North 103 feet of Lot 6, and the East 125 feet of the West 160 feet of the South 47 feet of Lot 7, Block 13, in Lawnfield, an Addition of the City of Omaha, Douglas County, Nebraska, EXCEPTING THEREFROM that portion conveyed to the City of Omaha, Nebraska in Warranty Deed filed February 26, 2003, in Book 2234 at Page 736.

14403 Frontier Rd., Omaha, NE (Sarge County) (PS)

Lot 2 Prairie Corners Replat 4 (.99 AC)

11955 S. Pacific, Omaha, NE

60-29160

The North 200 feet of the West 200 feet of Lot 10, in Pacific Plaza Addition, an 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.

2630 S. 140<sup>th</sup> St., Omaha, NE

60-13471

Lot 1, Georgetowne 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<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 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 156.19 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.

15655 W. Dodge Rd., Omaha, NE

68-14278

68-14279.

Lots A, B, D, F, I, J, L, M and N in Greenfields Plaza and Lot 2 Greenfields Plaza Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.



**16727 Q St., Omaha, NE**

70-25699

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  $88^{\circ}48'55''$  East (assumed bearing) along the North line of Lot 2, Mission Hills, a distance of 190.0 feet; thence South  $00^{\circ}07'24''$  East and parallel to the West line of Lot 2, Mission Hills, a distance of 180.0 feet; thence South  $88^{\circ}48'55''$  West and parallel to the North line of Lot 2, Mission Hills, a distance of 190.0 feet, to a point on the West line of Lot 2, Mission Hills; thence North  $00^{\circ}07'24''$  West, along the West line of said Lot 2, Mission Hills, a distance of 180.0 feet to the point of beginning.

EXCEPT part of Lot 2, Mission Hills, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska described as follows: Beginning on the Northwest corner of said Lot 2; thence  $N87^{\circ}19'10''E$  along the North line of said Lot 2 for a distance of 190.01 feet; thence  $S01^{\circ}37'23''E$  for a distance of 2.00 feet; thence  $S87^{\circ}19'10''W$  for a distance of 159.97 feet; thence  $S42^{\circ}50'50''W$  for a distance of 40.01 feet; thence  $S01^{\circ}37'29''E$  for a distance of 149.97 feet; thence  $S87^{\circ}18'59''W$  for a distance of 2.00 feet; thence  $N01^{\circ}37'29''W$  along the West line of said Lot 2 for a distance of 180.00 feet to the point of beginning.

**17915 Arbor St., Omaha, NE**

66-43342

Lot 2, Western Springs, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Jobber SAP Number : 90075182

Site/SVB Number : 6432884

**Jobber Outlet Incentive Program  
(JOIP) Contract**

Refresh CPG (8-2009)



This Jobber Outlet Incentive Program contract ("JOIP Contract"), dated and effective June 01, 2011 ("Effective Date"), is by and between BP Products North America Inc. ("Company,")

Buck's, Inc. ("Jobber").

(State exact legal name of Jobber)

Whereas, Company and Jobber have entered into a branded jobber contract dated August 27, 2008, 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

Whereas, Jobber desires to construct, acquire or improve a retail outlet located at

[REDACTED ADDRESS]

("Retail Outlet")

(State complete address of Jobber's Retail Outlet)

in the county of DOUGLAS, NE and display Company's approved Trade Identities at and

(State complete county name and state)

upon said Retail Outlet; and

WHEREAS, Jobber understands and acknowledges that Company has existing image programs and standards (including programs and standards pertaining to appearance and cleanliness, imaging, reimagining, design and construction), as amended from time to time, under which all jobber-supplied retail outlets displaying Company's Trade Identities must comply; and

WHEREAS, Company has developed a Jobber Outlet Incentive Program ("JOIP") under which qualifying jobbers who updates and improves a retail outlet that meets with Company's image programs and standards may, at Company's sole discretion, receive a JOIP incentive; and

WHEREAS, Jobber desires to participate in the JOIP as to the Retail Outlet identified above, with all the attendant benefits and responsibilities;

**Now, Therefore,** Company and Jobber, intending to be legally bound, agree to the following:

1. Subject to the restrictions and qualifications contained in this JOIP Contract and the general restrictions and qualifications of the JOIP, Company will pay Jobber the following JOIP incentive to refresh and update the Retail Outlet ("Refresh"). All JOIP incentive payments will be made via Electronic Funds Transfer ("EFT"). Except as otherwise stated herein, this JOIP Contract applies only to the Retail Outlet specifically identified above. "Gasoline" means all branded gasoline products excluding diesel or other distillate products.

**(a) Image Payment – Lump Sum Payment**

i. **Eligibility** To be eligible for reimbursement by Company, Jobber must spend a minimum of \$5,000.00 ("Minimum") toward the cost of updating the Retail Outlet's forecourt ("Project") in compliance with Company's then current image programs and standards and in accordance with the terms and conditions this JOIP Contract. Notwithstanding the total cost of the Project, Company will reimburse Jobber up to a maximum of **\$ 7,500.00** ("Maximum") for the Project. Work eligible for reimbursement will be described in Scope of Work in Addendum A attached.

5. Volume reporting for purposes of JOIP incentive payments hereunder shall begin on the date agreed upon between Company and Jobber, and no earlier than the Settlement Statement Date, ("Volume Start Date") and further provided that the Retail Outlet has been caused by Jobber to conform, to Company's satisfaction, with Company's then current image programs and standards. Jobber reporting of volumes and requests to Company for reimbursement under this JOIP Contract must be made through the jobber portal at bpconnection.com or in such other manner as prescribed by Company. Unless otherwise agreed between Jobber and Company, JOIP incentive payments will be made to Jobber on a semi-annual basis via EFT or through other means at the Company's option.

6. In addition to the obligations set forth elsewhere in this JOIP Contract, to receive the JOIP incentive under this JOIP Contract for the category(ies) established in paragraph 1 above, Jobber agrees to comply with Company's image programs and standards at the Retail Outlet for an uninterrupted, consecutive period of ten (10) years beginning on the Volume Start Date ("Amortization Period"); If said Retail Outlet, 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 EFT-- the JOIP incentive payment previously paid to Jobber, as follows:

100% reimbursement during years 1 through 4;  
85% reimbursement during year 5;  
70% reimbursement during year 6;  
55% reimbursement during year 7;  
40% reimbursement during year 8;  
25% reimbursement during year 9; and  
10% reimbursement during year 10

7. To receive any JOIP incentive, Jobber must furnish the monthly Gasoline volume sold through the Retail Outlet as described in paragraph 5 above, within sixty (60) days after the end of each six (6) month period throughout the term of this JOIP Contract. Company also reserves the right to inspect and audit the pump meters, books and records of Jobber and/or Jobber's dealer(s) to verify the volume of Gasoline sold through said Retail Outlet either prior to or after any JOIP incentive payments are made. If Jobber fails to submit a volume report within sixty (60) days after the end of each six (6) month period, Company will not pay the JOIP incentive payment.

8. Subject to Company's termination rights set forth herein, this JOIP Contract will be for a term commencing on the Effective Date and continuing until expiration of the amortization period set forth in Section 6; provided, however, that this JOIP Contract will automatically terminate upon the termination, nonrenewal or cancellation of Jobber's branded jobber contract and any attendant franchise relationship with Company.

9. Nothing in this JOIP 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 JOIP 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 JOIP 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 JOIP 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 JOIP Contract does not create a joint venture or partnership between the parties.

10. Nothing in this JOIP 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 any of its Trade Identities, or any particular Trade Identity, in any particular geographic area. In addition, and notwithstanding those JOIP Contracts currently in force, Company will have the right at any time to change, cancel or not extend the JOIP and to change or not offer any future JOIP Contracts, for any reason.

11. 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 Retail Outlet, 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.

12. The waiver of any breach of any obligation under this JOIP Contract will not be taken to be a waiver of any subsequent breach of the same 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 JOIP 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 affect. Company may, in the alternative and at its sole discretion, cancel this Contract with due notice to Jobber.

13. Jobber will not assign this JOIP Contract without the prior written consent of Company. Without such consent, any act or instrument purporting to assign this JOIP 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 JOIP Contract.

14. All notices given under this JOIP Contract will be deemed to be properly served if delivered personally or sent by certified mail addressed to Jobber at

4973 Dodge Street, Omaha, NE 68132

and to Company

(Jobber Address)

at

30 South Wacker Drive, Suite 900, Chicago, IL 60606

(Company Address)

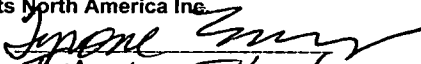
Date of service of a notice served by mail will be the date deposited in the United States mail.

15. This JOIP Contract is separate from all other JOIP Contracts and does not cancel or supersede any and all other JOIP Contracts between the parties hereto pertaining to the Retail Outlet located at the above address, unless agreed in writing by the parties. This JOIP Contract is the entire agreement by and between the parties as to JOIP incentives for the above-stated Retail Outlet regarding incentives set forth herein and will not be modified or amended except in writing.

*In Witness Whereof, Jobber and Company have executed this JOIP Contract on the date written above.*

**BP Products North America Inc**

Signature:



Print Name:

TYRONE EVANS

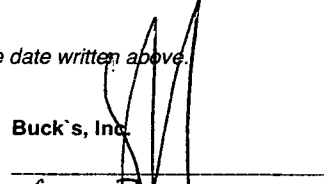
Title:

Jobber Sales Manager

**Jobber:**

**Buck's, Inc.**

Signature:



Print Name:

Steve Buchanan

Title:

President





Jobber SAP Number : 90075182

Site/SVB Number : 6432884

**Jobber Outlet Incentive Program**

**(JOIP) Contract**

**Addendum A**

**Scope of Work**

(June 2009)

This JOIP Addendum, dated and effective June 01, 2011, is attached to and made a part of that certain Jobber Outlet Incentive Program Contract (the "JOIP Contract") by and between BP Products North America Inc. ("Company") and Buck's, Inc. ("Jobber") and

(State exact legal name of Jobber)

pertains to the Jobber Retail Outlet designated in the JOIP Contract and located at [REDACTED]

- 1. Scope of Work.** Company and Jobber agree to the scope of work to be completed at the Retail Outlet as set forth in Attachment 1 ("Scope of Work") and subject to reimbursement by Company in accordance with the terms of the JOIP Contract. Final actual cost must reference the work done in accordance with the Scope of Work. Any work undertaken by Jobber not included in the Scope of Work is not eligible for reimbursement.
- 2. Additional Cost.** Company agrees to reimburse Jobber for any applicable sales tax and freight/delivery charges associated only with the Scope of Work.
- 3. Compliance with terms of JOIP Contract.** Jobber agrees that with respect to the Scope of Work, Jobber will comply with and be bound by all the terms and conditions of the JOIP Contract.
- 4. Amendment Incorporated into Contract.** This Addendum is incorporated within and made a part of the JOIP Contract and amends said Contract where stated. As amended, Company and Jobber hereby ratify and reaffirm the terms and conditions of the JOIP Contract.

**BP Products North America Inc.**

Signature: [Signature]

Print Name: TIMOTHY EVANS

Title: Jobber Sales Manager

**Jobber: Buck's, Inc**

Signature: [Signature]

Print Name: STEVE BUCHHEIM

Title: PRESIDENT

