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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/06/2015 08:35:07.00



2015094044

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

Prepared by and Return to: Matthew J. Bock, Valentine, O'Toole, McQuillan & Gordon, L.L.P., 11240 Davenport Street, Omaha, NE 68154
(402) 330-6300

Legal Description – See Exhibit "A"

**THIS PAGE INCLUDED
FOR INDEXING**

Once Recorded Please Return to: GRH Electronics, Attn. Ken Hoberman, 4520 S. 36th Street, Omaha NE 68107

MEMORANDUM OF A COMPUGAS SALES AND SERVICE AGREEMENT

This Memorandum of a Compugas Sales and Service Agreement is entered into this 16th day of September, 2015 by and between GRH Electronics, Inc., (Seller) and Forudad, LLC ("Purchaser").

- 1. Seller and Purchaser entered into a Compugas Sales and Service Agreement ("Agreement") dated September 16, 2015 for the purpose of Seller providing the following services to the Property, as defined below: provide ongoing billing services including heating water, water and sewer allocation
- 2. The initial term of the Agreement shall commence on Sep 16, 2015 and end on Dec 31, 2020
- 3. The Agreement covers the above described services for the following described real estate: See the attached Legal Description
- 4. The terms of said Agreement shall remain in full force and effect unless terminated as set forth in Paragraph 7, Termination of the Agreement and shall be binding on all successors and assigns of Purchaser and any successor owner of the real estate described herein during the term of the Agreement.
- 5. All other terms and conditions of the Agreement are hereby incorporated herein.

GRH ELECTRONICS, INC., SELLER

By: [Signature]
Ken Hoberman
Its: President
President
K. HOBERMAN
Signer's Printed Name

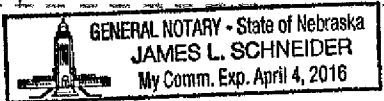
FORUDAD, LLC, PURCHASER

By: [Signature]
Its: COMPTROLLER
Jim Goulding
Signer's Printed Name

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 28th day of September, 2015, by Kenneth Hoberman, the President of GRH Electronics, Inc.

[Signature]
Notary Public

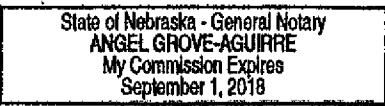


Stamp

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 22nd day of SEPTEMBER, 2015, by Jim Goulding, the Comptroller of FORUDAD LLC

[Signature]
Notary Public



Stamp

Exhibit "A"

The South 66 feet of Lot 10, Block 8, McCormick's, an Addition to the City of Omaha, Douglas County, Nebraska.

Compugas Sales and Service Agreement
CONTRACT DATA

Contract No. 1292

This Agreement, entered into this 16th day of September, 20 15 by and between GRH Electronics, Inc., a Nebraska corporation, having principal offices at 4520 South 36th Street, Omaha, Nebraska, 68107, ("Seller"), and Forudad, LLC, having principal offices at 1127 Park Avenue Omaha, NE 68105, ("Purchaser").

Witneseth that:
Purchaser hereby agrees to purchase and Seller agrees to sell the following utility billing services: (check those that apply)

- Cost allocation of gas
- Invoice America online billing services
- Payment receipt and processing services
- Cost allocation of water/sewer usage
- Cost allocation of heating and/or cooling
- Cost allocation of energy for heating water
- Fixed trash collection charges

(collectively referred to as the "Venture") at the property described below ("Property"), for the price and under the terms and conditions set forth herein and attached hereto.

PURCHASER: Forudad, LLC
1127 Park Avenue
Omaha, NE 68105

PROPERTY: The Alma
2754 Harney Street
Omaha, NE 68131

1. SCOPE. The utility billing services shall serve: Twelve (12)

billed points ("Points") at Property as determined by information provided by Purchaser through Seller's customary property inquiry process. Any miscellaneous or other billed points determined necessary by Seller during the term of this agreement shall result in an increase in the monthly billing fees by the quantity of additionally needed billed points.

2. SALES PRICE. nine hundred dollars (900.00)
which is waived provided Purchaser has fully
complied with the terms of this Agreement

Seller waives any cash outlay from Purchaser and Purchaser agrees to use Seller's billing services continuously each month without interruption through the Term as defined in Paragraph 9 Term, herein.

3. BILLING FEES. Billing fees shall commence either with the first resident billings utilizing the above-said Venture or thirty (30) days following the Implementation Conclusion date, whichever occurs first, and remain at \$ 6.75 per Point, through December 31, 20 15. Thereafter, billing fees may be increased, pursuant to 16(a) General Matters in the Standard Terms and Conditions, such billing fees payable to the Seller according to the terms of Seller's Invoice. Billing fees do not include postage, handling, or any other extraordinary expenses.

4. PAYMENT PROCESSING. As appropriate, Seller will serve as payment recipient and processor for all billed points of Property, as defined above and in Paragraph 1 Scope. Seller, or its assigned CBA entity, shall be the named payee on all invoices issued to Purchaser's tenants. Seller shall remit funds received from Purchaser's tenants to Purchaser as defined below in Paragraph 6 Funds Remittance.

5. PAYMENT RECEIPT AND PROCESSING FEES ("PRP FEES"). As appropriate, PRP Fees shall commence upon Implementation Conclusion. These fees, and all other fees then owed to Seller by Purchaser, will be retained by Seller from collected tenant payment funds, as payment of Seller's outstanding invoices to Purchaser. All remaining collected funds will be remitted to Purchaser as defined below in Paragraph 6 Funds Remittance. In the event the collected funds do not cover all fees then owed by Purchaser to Seller, the remaining amount due will be withheld from the funds collected in the subsequent period of tenant payment receipts. If the collected funds are then unable to cover all fees owed to Seller, an invoice will be sent to Purchaser for the balance due. PRP Fees may include software customization, repairs, Additional Tenant Fees as set forth below in Paragraph 7 Additional Tenant Fees, or any other extraordinary expenses.

for the balance due. PRP Fees may include software customization, repairs, Additional Tenant Fees as set forth below in Paragraph 7 Additional Tenant Fees, or any other extraordinary expenses.

6. FUNDS REMITTANCE. As appropriate, funds received from Purchaser's tenants by Seller, less deduction for Seller's outstanding invoices to Purchaser, will be remitted to Purchaser monthly via check mailed to Purchaser at the address provided in Paragraph 10 Written Notification, unless otherwise notified of an alternate mailing address by written communication from Purchaser to Seller. Depending on the date the local utility company routinely reads their meter, account reconciliation will either occur on the 7th day of each month, in which case funds will be remitted to Purchaser on the 15th day of the month, or, account reconciliation will occur on the 22nd day of each month, in which case funds will be remitted to Purchaser on the first day of the month.

7. ADDITIONAL TENANT FEES

a. As appropriate, Seller will include Additional Tenant Fees on tenant invoices where applicable. Such fees will result from specific action, or inaction, on the part of the tenant, and will be included on invoices rendered in the billing interval just subsequent to the incident that precipitated the additional fee charge.

b. As appropriate, Additional Tenant Fees, as detailed in Paragraph 8 Additional Tenant Fees Schedule, shall be billed to tenants as appropriate and any portion due Seller shall be included as part of Seller's monthly invoice fee statement provided to Purchaser.

c. As appropriate, the schedule of Additional Tenant Fees may be modified from time to time, as mutually agreed by the parties hereto.

8. ADDITIONAL TENANT FEES SCHEDULE

As appropriate, in addition to all other fees defined in the Compugas Sales and Service Agreement, in order to delay bank, manual handling and other third-party processing charges, Purchaser's tenants shall be charged by Seller, and such charge shall be included on the tenant invoice to which it applies, for each of the following events in each billing period that such event occurs.

Description	Total Fee	Seller's Share	Purchaser's Share
NSF Charge	\$30.00	\$20.00	\$10.00
Pay by Phone Charge	\$4.25	\$4.00	\$0.25
Move-in Fee	\$10.00	\$2.50	\$7.50
Online Payment Charge	\$2.25	\$2.00	\$0.25
Late Payment Fee	\$10.00	\$5.00	\$5.00

9. TERM. The initial term of this Agreement shall commence upon execution of this Agreement and end on December 31, 20 20, unless sooner terminated for cause as set forth in Paragraph 7(c) Termination, in the Standard Terms and Conditions, on the reverse hereof.

10. WRITTEN NOTIFICATION. All communications, notices and demands of any kind which either party hereto may be required or may desire to give to be served upon the other party shall be given by enclosing the same in a sealed envelope and depositing same in the United States mail, postage prepaid, first-class, registered or certified, and addressed to the respective parties as follows:

PURCHASER: Forudad, LLC
1127 Park Avenue
Omaha, NE 68105
SELLER: GRH Electronics, Inc.
4520 S. 36th Street
Omaha, NE 68107

11. INCLUDED DOCUMENTS. The following document(s) are part of this Agreement: 1) Standard Terms and Conditions, on the reverse hereof

12. OTHER TERMS AND CONDITIONS. See attached Exhibit "A"

PURCHASER,
Forudad, LLC
By [Signature] 9/22/15
Authorized Signature Date
Jim Goulding COMPTROLLER
Signer's Printed Name Title

SELLER,
GRH Electronics, Inc.
By [Signature] 9/28/15
Authorized Signature Date
K. HOBERMAN PRES.
Signer's Printed Name Title

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are appended to the Contract Data portion of the CompuGas Sales and Service Agreement and as signified by both parties signatures thereon, constitute an integral part of that Agreement. In addition to the contract data, and any terms and conditions contained in the Contract Data portion, the following terms and conditions are agreed upon by the parties hereto.

1. RESIDENT BILLING. Seller shall prepare and send monthly statements for all applicable points billed by the Venture, addressed to the "Resident at" or "New resident of" the individual occupancy unit. Seller will also convey to Purchaser a complete and specific summary of the individual statements. If the Venture is not operational for any month or period of months, Seller, at its option, shall allocate utility charges for such period among the various units in the same proportion as their square footages bear to one another or based on the ratio of occupied area of each rental unit to the total occupied area of the building as it existed prior to the Venture becoming non-operational. Unless otherwise stipulated herein, Seller has no obligation or responsibility to collect on such statements from tenants.

2. BILLING FEE. Purchaser shall pay to Seller, or its designated agent, a monthly billing fee at a set rate per billed point, plus postage, and any extraordinary expenses, if applicable, for the processed services. In the event of default in payment of the Sales Price, or upon default in payment of the monthly billing fees, or upon default in payment of any authorized repair or miscellaneous charges, Seller is authorized to cancel the aforesaid billing services and/or to direct that all monthly utility billings to residents thereafter be paid to Seller, and Seller is authorized to collect said charges and apply same toward any indebtedness then outstanding, with any excess funds being paid over to the Purchaser.

3. PAYMENTS DUE. The terms of this Agreement must be received by Seller within twenty (20) days of the date of invoice. If any payment is not received within twenty (20) days, Purchaser agrees to pay Seller late charges computed as five percent (5%) of the accumulated amount then owing including all previously accumulated late charges, for each month, or portion thereof, that payment is overdue.

Seller makes no representation with respect to Purchaser's legal right or authority to charge utility costs, the CompuGas Billing Fee, or any other fees or costs, to Purchaser's tenants whether restricted or fee-limited by any state or local jurisdiction, any agency or political subdivision, the United States Department of Housing and Urban Development, any public or private utility company, public service commission or similar government agency, landlord/tenant law or any other laws or statutes. Purchaser's obligations hereunder, including, but not limited to, any and all monthly Sales Price and Billing Fee payments, shall remain in force irrespective of Purchaser's legal right, ability, willingness or intent to charge utility costs, the CompuGas Billing Fee or any other fees or costs to Purchaser's tenants.

3. IMPLEMENTATION CONCLUSION. Implementation Conclusion shall be deemed to have occurred as of the date Seller is able to process the first residential billings utilizing the aforesaid Venture. Implementation Conclusion of Venture shall occur not later than one hundred twenty (120) days following contract execution, provided that the Conclusion deadline shall be extended if performance is delayed or hampered by circumstances outside of Seller's control including strikes, war, contract disputes, unavailability of labor, materials or components, access limitations, or acts of God. Seller shall notify Purchaser in writing of the effective date of Implementation Conclusion within ten (10) days thereafter.

4. INVOICE AMERICA ONLINE BILLING SERVICES. If Purchaser has elected to use Seller's online billing services, the following terms shall apply.

- a. Seller shall provide online access to tenants and personnel of Purchaser as required for maintenance and processing of tenant accounts and invoices.
b. Seller shall provide Purchaser with all necessary codes, passwords and other access keys required for Purchaser to perform all necessary functions for operation of the Venture.
c. Purchaser shall be responsible for initial entry of all tenant information into the online software database within (7) seven days of notification from Seller of the need for such information.
d. Seller shall use the applicable tenant name, as well as "Resident At," or aliases rendered by Seller, utilizing a single tenant name as provided and entered into the Invoice America database by Purchaser.
e. Purchaser will not transmit or share identification, password or other access key codes to persons other than its personnel, will not permit identification, password or other access key codes to be cached in proxy servers and accessed by individuals who are not personnel of Purchaser, or permit access to Seller's online software or database through a single identification or password code being made available to multiple users.
f. Purchaser agrees that each of its personnel having access to Seller's online software and database will each have unique identification and password codes.

5. ASSIGNABILITY. Purchaser's interest in this Agreement shall not be assigned without prior written approval of Seller.

6. RESIDENT LEASE CLAUSE. Purchaser shall immediately notify each resident, and modify or amend each resident's lease, either immediately or as renewals and new leases occur, so long as this process is completed within one (1) year from the date of Implementation Conclusion, obligating resident to pay utility allocation billings, as apporportioned and levied by the Venture, for utility charges and service fees, to be considered as additional rent, or component thereof, due and payable as are other rent payments. The lease shall include language that, in the event of default by the resident on Seller's utility billings, allows Purchaser to treat the default as a breach of the covenants of the lease, with all remedies available to it as outlined in the lease for nonpayment of rent.

7. TERMINATION.

- a. Commencing on the first day of the year immediately following the initial term of this Agreement, as shown in Paragraph 9 Term, of the Contract Data portion of this Agreement and on the first day of the year immediately following any extended term of this Agreement, this Agreement shall, without further action by the parties, extend for an additional seventy-two (72) months unless either party provides written notice to the other no more than sixty (60) days prior to the end of the initial term or any extended term of its intent to terminate this Agreement without cause at the end of such initial term or extended term.
b. In the event that Purchaser terminates this Agreement without cause prior to the end of the term delineated in Paragraph 9 Term, of the Contract Data portion of this Agreement or of any extended term, or if Seller terminates this Agreement for breach of the Agreement by Purchaser, Purchaser agrees to pay Seller as liquidated damages the monies which would have been paid during the remainder of the term of this Agreement, computed as the then current Billing Fee, multiplied by the total number of Points multiplied by the total number of months remaining in the initial term or applicable extended term of this Agreement, plus any unpaid portion of the Sales Price.
c. In the event that either party is declared bankrupt or makes an assignment for the benefit of creditors, written notification must be provided to the other party of such action, as stipulated herein.
d. This Agreement may be terminated for cause by either party through written notification as stipulated herein, effective as of the date of such written notification, in the event that the other is declared bankrupt or makes an assignment for the benefit of creditors.

8. RATE CHANGES. Purchaser agrees that neither Seller, nor its suppliers, shall be responsible for any lost collections due to delays encountered in affecting rate changes, or due to utility meter malfunctions, public utility refunds or other rate adjustments that occur retroactively, so long as Seller, and its suppliers, have not been grossly negligent, or due to utility meter adjustments, pipeline billing delays, disputes or errors, public utility refunds or rate adjustments which occur retroactively.

9. INDIRECT OR CONSEQUENTIAL DAMAGES. Seller and its suppliers shall not be liable, and Purchaser shall indemnify and hold harmless Seller, for any lost revenues or profits, liquidated damages or other indirect or consequential losses or damages of any kind, whether based upon warranty, products liability, contract or negligence arising in connection with the sale, operation, use, repair or maintenance of the Venture.

10. INCIDENTAL AND DIRECT DAMAGES. Seller and its suppliers shall not be liable for, and Purchaser shall indemnify and hold Seller harmless from, any incidental or other direct damages, including without limitation any personal injury, loss or injury to property, notification or failure of equipment, cost, expense, or third party claim, whether based upon warranty, products liability, agreement or negligence arising in connection with the sale, repair or maintenance of the Venture, or under the performance covered by this Agreement, except to the extent the same is caused by the gross negligence or willful and wanton misconduct of Seller.

11. NO WARRANTY, NO WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. SPECIAL SERVICES. Seller shall not provide any services other than those explicitly and specifically identified herein. Custom modifications or adaptations, either hardware or software, as may be sought by the Purchaser, in the CompuGas hardware, or the central billing network, support equipment, documentation or electronic file formats, are not included in this Agreement. After consultation by Seller, such special services may be contracted under separate agreement. Seller, and its suppliers, assume no liability

for the customization of any CompuGas equipment, mechanical equipment incompatibility or documentation under this Agreement. All software, including encryption codes, used in connection with the operation of the Venture, is the proprietary property of Seller. No rights herein are sold, licensed or otherwise transferred to Purchaser under this Agreement, and neither Purchaser nor any third party shall have the right of some, whether during the term of this Agreement or after termination. Seller has no obligation to take any action or provide any information or source code that would enable another party to operate the Venture or its equipment, or to provide access to Seller's databases.

13. SELLER OBLIGATIONS.

- a. Seller shall provide billing services to Purchaser for the operation of the Venture, serving all Points of Property.
b. Seller shall prepare and send monthly resident billings for utility allocation to all occupied Points billed by the Venture within ten (10) business days of Seller's receipt of all information necessary to process said resident billings.
c. Seller shall prepare and send to Purchaser a specific summary of the individual monthly resident billings, including, but not limited to, as allowed by law, payment remittance address, identification of each resident's measured and distributed or shared costs for the billing period, and usage audit data.
d. Seller may provide Extreme Usage Reports to Purchaser, identifying those units that, at Seller's discretion, demonstrate extreme usage, either high or low, for the monthly billing period, or exhibit other anomalies that require investigation by Purchaser.
e. Seller shall provide reasonable technical and administrative support for the Venture as may be necessary to assist Purchaser in the maintenance of the Venture. A Customer Service phone line, answered throughout normal business hours, Monday - Friday, 9:30 a.m. to 5:00 p.m., Central time, shall be maintained by Seller for the use of Purchaser.
f. Seller shall respond to reasonable requests from Purchaser for assistance in answering resident inquiries.
g. As applicable, Seller shall receive and process payments made by Purchaser's tenants for all billed services as provided for in this Agreement. Seller shall not be responsible for collection efforts of unpaid balances owed by Purchaser's tenants.
h. As applicable, Seller shall process funds received from Purchaser's tenants within two (2) business days of receipt of funds.
i. As applicable, Seller shall provide Purchaser a detailed monthly accounting of tenant payments received upon their remittance to Purchaser. Seller shall apply payments received from Purchaser's tenants against those tenant account balances deemed most appropriate by Seller, at Seller's sole discretion.
j. As applicable, Seller does not accept cash payments or process credit card payments made through the mail. Any such payments received by Seller shall be returned to tenant, and Purchaser shall be notified by Seller.
k. As applicable, Seller shall provide payment processing including a detailed accounting of payment receipts from Purchaser's tenants.

14. CONFIDENTIALITY. Seller and Purchaser agree that the terms of this Agreement shall remain confidential and shall not be disclosed in any way to anyone not a party to this Agreement, other than legal and accounting professionals who are or may be retained by either party, and who will be instructed by the parties to adhere to the same confidentiality agreement, except as shall be necessary (a) to enforce or defend any provision of this Agreement or (b) to comply with any regulatory or other governmental authority and except to the extent such disclosure is expressly agreed to in writing by the nondisclosing party or is otherwise required by law or a court having jurisdiction over the parties and the subject matter of this Agreement. Any party hereby served with a subpoena requesting a copy of this Agreement or testimony concerning this settlement shall promptly notify the other parties of receipt of such subpoena.

15. PURCHASER OBLIGATIONS.

- a. As applicable, Purchaser shall respond to inquiries from Seller regarding tenant payment receipts within one (1) business day of receipt of any such inquiry.
b. Purchaser shall be responsible each month to convey to Seller, within three (3) business days of utility company meter reading date, resident move-in/move-out date in the format and manner as specified by Seller.
c. Purchaser shall convey to Seller actual, or photocopies of, pertinent utility company billings within three (3) business days of receipt from utility company.
d. Purchaser shall evaluate data provided by Seller's Extreme Usage Reports and by means provided by Seller in a timely manner as defined on the individual report.
e. Purchaser shall maintain records of resident billings and inquiries for previous twenty-four (24) months.
f. Purchaser agrees not to deny, shut off or limit utility service to any occupancy.

16. GENERAL MATTERS.

- a. This Agreement, including these Standard Terms and Conditions, and the associated Contract Data portion of the CompuGas Sales and Service Agreement, constitute the entire understanding between Seller and Purchaser regarding a CompuGas Sales and Service Agreement as it applies to utility billings for water and sewer usage.
b. If any interest in ownership of Property is transferred to, or otherwise acquired by, any person other than the Purchaser, Purchaser shall be released from further obligations under this Agreement provided the Seller has previously approved in writing such transfer or acquisition, and further provided the person acquiring such interest in ownership of the property has agreed in writing to assume the obligations of Purchaser under this Agreement.
c. Seller shall have all legal remedies available to it in order to effect collection of such monies owed. In addition to attorney's fees and court costs, such legal remedies to include liens against Property, directing all monthly resident billings outstanding paid to Seller to apply to any indebtedness, or civil court action.
d. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, personal representatives, successors, and assigns.
e. Commencing on the first day of January in the year following Implementation Conclusion, and each twelve months thereafter, Seller reserves the right to automatically, without notice, adjust the Billing Fees to reflect the percentage increase in the U.S. Consumer Price Index for Urban Consumers ("CPI-U"), as published by the U.S. Department of Labor, Bureau of Labor Statistics. Seller may adjust the Billing Fees in excess of the CPI-U through written notice from Seller to Purchaser not less than thirty (30) days prior to December 31 during each successive 12-month period. Subsequent to the initial term of this Agreement, in the event Seller adjusts the Billing Fees in excess of the CPI-U, Purchaser shall have the right to terminate this Agreement, upon written notice to Seller within thirty (30) days after receipt by Purchaser of notification from Seller of any increase which is in excess of the CPI-U.
f. In the event Purchaser defaults under any of the terms of this Agreement, Seller may suspend all services, including resident billing services, to Purchaser until such time as Seller determines that Purchaser has cured the default(s), or Seller may terminate this Agreement for cause as set forth in Paragraph 7 Termination.
g. In the event the Sales Price, including late fees and any scheduled payments, is not paid in accordance with this Agreement as defined in Paragraph 2 Sales Price, of the Contract Data portion of this Agreement, upon demand from Seller, Purchaser agrees to make immediate full payment of the unpaid Sales Price balance, and further agrees to immediately pay Seller all accrued late fees, and all liquidated damages, the monies which would have been paid during the remainder of the term of the Agreement, computed as the then current Billing Fee multiplied by the number of billed Points multiplied by the number of months remaining in the term of this Agreement.
h. If any provision of this Agreement is declared void, or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.
i. Failure of either party to insist on strict performance of any of the terms of this Agreement or to exercise any right or option conferred herein shall not be construed as a waiver of any such terms, rights or options, but the same shall remain in full force and effect.

17. TAXES. Purchaser agrees to pay any and all applicable taxes, use or other taxes as prescribed by law, levied on any materials or services provided herein. The Sales Price quoted in Paragraph 2 Sales Price, of the Contract Data portion of this Agreement does not include Sales or other taxes.

18. JURISDICTION. This Agreement and any disputes arising here from shall be interpreted according to the laws of the State of Arizona.

19. AUTHORITY. The person signing this Agreement on behalf of the party is authorized to bind said party to terms contained herein.