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Received - DIANE L. BATTIATO Register of Deeds, Douglas County, NE 7/19/2007 11:16:38.10

After recording return to: Bob Freeman, 500 Energy Plaza, 409 S. 17th St., Omaha, NE 68102 402,341.6000

INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT ("Agreement") is made this 18 day of July, 2007, by and between McCann Enterprises, Inc., a Nebraska corporation ("McCann") and PBK Valley, LLC, a Nebraska limited liability company ("PBK").

WITNESSETH:

WHEREAS, the parties hereto have entered into a certain Real Estate Purchase Agreement dated December 21, 2007, as amended (the "Purchase Agreement") wherein PBK purchased from McCann certain real property located in Valley, Nebraska as more fully described on Exhibit A attached hereto (the "PBK Property"); and

WHEREAS, McCann is the owner of certain real property located adjacent to the PBK Property, as more fully described on Exhibit B attached hereto (the "McCann Property"); and

WHEREAS, pursuant to Section 9(f) of the Purchase Agreement, the parties agreed to record this Agreement against the PBK Property to provide for McCann to interconnect with the utilities constructed on the PBK Property, all on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, McCann and PBK hereby agree as follows:

- 1. <u>Interconnection of Utilities</u>. In the event that there is adequate capacity to accommodate the interconnection of McCann's utilities located on the McCann Property, as determined by PBK in its reasonable discretion, McCann shall have the right to interconnect with the utilities constructed on the PBK Property at such point of interconnection and in such manner as determined by PBK in its sole discretion (the "Interconnection").
- 2. <u>Expenses.</u> McCann agrees to pay all costs and expenses arising in connection with or relating to the Interconnection.

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- 3. <u>Indemnification.</u> McCann agrees to indemnify and hold harmless PBK and its officers, agents, employees and contractors from all judgments, awards, claims, demands and expenses (including attorneys' fees) for injury or death to any or all persons and/or for loss or damage to the Real Property or property belonging to any person arising from McCann's or McCann's employees' or contractors' acts or omissions or McCann's failure to perform any obligation hereunder, except to the extent that such judgments, awards, claims, demands or expenses are proximately caused by the intentional misconduct or gross negligence of PBK.
- 4. <u>Binding Effect and Severability.</u> The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of McCann and PBK. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 5. <u>Entire Agreement and Amendment.</u> This Agreement contains the entire agreement between McCann and PBK and there are no other terms, conditions, promises, undertakings, statement or representations, expressed or implied, concerning the Interconnection contemplated by this Agreement. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both McCann and PBK.

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| Dated: 16,1/8, 2007 | |
| McCann Enterprises, Inc. By: Lyle Naugen, President | PBK Valley LLC By: Stin Pellowski, Member |
| STATE OF NEBRASKA) | SS. |
| COUNTY OF DOUGLAS | |
| The foregoing instrument was ac Lyle Haugen, the President of McCann corporation. | cknowledged before me this // day of kell, 2007, by Enterprises, Inc., a Nebraska corporation, on behalf of said |
| [SEAL] | Janus ReSound |
| GENERAL NOTARY - State of Nebraska JAMES R. ODONNELL My Comm. Exp. Dec. 1, 2009 | Notary Public |

| STATE OF NEBRASKA |) |
|--|--|
| COUNTY OF DOUGLAS |) ss.) |
| The foregoing instrumen Brian Pellowski, Member of PB said company. | t was acknowledged before me this 18 day of 16, 2007, by K Valley, LLC, a Nebraska limited liability company, on behalf of |
| [SEAL] | Notary Public |
| GENERAL NOTARY - State of Nebraska JAMES R. ODONNELL My Compr. Fro. Dec. 1, 2009 | • |

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EXHIBIT A-

LEGAL DESCRIPTION OF PBK PROPERTY

That part of the Southwest Quarter and that part of the West Half of the Southeast Quarter all in Section 36, Township 16 North, Range 9 East of the 6th P.M., in Douglas County, Nebraska, lying South of the South right of way line of the Union Pacific Railroad and North of the North right of way line of Meigs Road, the entire parcel described by metes and bounds as follows:

Beginning at the intersection of the West line of Tax Lot 9 in the East Half of the Southeast Quarter of Section 36 and the South right of way line of the Union Pacific Railroad as monumented with a 5/8" rebar with a 1¼" yellow plastic cap stamped LS 545;

Thence South 02°23'13" East (bearings referenced to Nebraska State Plane NAD83) for 2267.54 feet along the East line of said West Half of the Southeast Quarter of said Section 36 to a 5/8" rebar with 1¼" yellow plastic cap stamped LS 545 in the North right of way line of Meigs Road;

Thence South 87°40'42" West for 1319.93 feet parallel with and 50.00 feet North of the South line of said Section 36, along said North right of way to an angle point therein as monumented with a 5/8" rebar with 1¼" yellow plastic cap stamped LS 545;

Thence South 87°40'59" West for 2316.67 feet continuing along said parallel line and the North right of way line to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545 at the intersection of the South right of way line of the Union Pacific Railroad;

Thence North 55°43'03" East for 4283.33 feet parallel with and 50.00 feet South of the center line of said Union Pacific Railroad and the South right of way line thereof to the point of beginning.

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EXHIBIT B

LEGAL DESCRIPTION OF McCANN PROPERTY

The Southwest Quarter of the Southeast Quarter and the Southwest Quarter of Section 36, Township 16 North, Range 9 East of the 6th P.M., which lies North and West of railroad right of way, in Douglas County, Nebraska, except the following:

That part conveyed for railroad purposes by Patent dated October 14, 1892, filed November 16, 1892 in Book 171 at Page 108; that portion conveyed for railroad purposes by Patent dated October 14, 1892, filed November 16, 1892 in Book 171 at Page 109; that portion conveyed to Douglas County by Quit Claim Deed, dated December 2, 1975, filed April 30, 1976, in Book 1543 at Page 32; that portion conveyed to Douglas County, by Quit Claim Deed dated December 1975, filed April 30, 1975 in Book 1543 at Page 28 as corrected by Quit Claim Deed, dated June 1, 1976, filed July 17, 1976, in Book 1546 at Page 494; that portion conveyed to Douglas County by Quit Claim Deed, dated December 2, 1975, filed April 30, 1976, in Book 1543 at Page 29; and that portion conveyed to Douglas County by deed filed April 30, 1976 in Book 1543 at Page 31;

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 36, Township 16 North, Range 9 East of the 6th P.M., which lies North and West of railroad right of way, in Douglas County, Nebraska, except the following:

That portion conveyed for railroad purposes by Right of Way Deed dated August 22, 187, filed September 20, 1887, in Book 99 at Page 612; that portion conveyed for railroad purposes by Warranty Deed dated April 16, 1917, filed April 26, 1917 in Book 403 at Page 213.

Except

That part of the Southwest Quarter and that part of the West Half of the Southeast Quarter all in Section 36, Township 16 North, Range 9 East of the 6th P.M., in Douglas County, Nebraska, lying South of the South right of way line of the Union Pacific Railroad and North of the North right of way line of Meigs Road, the entire parcel described by metes and bounds as follows:

Beginning at the intersection of the West line of Tax Lot 9 in the East Half of the Southeast Quarter of Section 36 and the South right of way line of the Union Pacific Railroad as monumented with a 5/8" rebar with a 1½" yellow plastic cap stamped LS 545;

Thence South 02°23'13" East (bearings referenced to Nebraska State Plane NAD83) for 2267.54 feet along the East line of said West Half of the Southeast Quarter of said Section 36 to a 5/8" rebar with 1¼" yellow plastic cap stamped LS 545 in the North right of way line of Meigs Road;

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Thence South 87°40'42" West for 1319.93 feet parallel with and 50.00 feet North of the South line of said Section 36, along said North right of way to an angle point therein as monumented with a 5/8" rebar with 1¼" yellow plastic cap stamped LS 545;

Thence South 87°40'59" West for 2316.67 feet continuing along said parallel line and the North right of way line to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 545 at the intersection of the South right of way line of the Union Pacific Railroad;

Thence North 55°43'03" East for 4283.33 feet parallel with and 50.00 feet South of the center line of said Union Pacific Railroad and the South right of way line thereof to the point of beginning.

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