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RICHARD W. TAKECH
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RIGHT-OF-ENTRY AGREEMENT

Know All Men By These Presents That:

WHEREAS, AMOCO OIL COMPANY, a Maryland corporation ("Seller) with offices at c/o BP Amoco, 28100 Torch Parkway, Warrenville, Illinois 60555 and RAY ANDERSON, INC., a Nebraska corporation ("Purchaser") whose address is 16707 "Q" Street, Omaha, Nebraska 68135, entered into a Purchase and Sale Agreement dated as of April 24, 2001 (the "Sale Agreement"), covering certain real estate and the improvements thereon described as set forth on **Exhibit A** attached hereto and made a part hereof (the "Property"). Terms used herein, which are not otherwise defined herein, shall have the same meaning ascribed to such terms in the Sale Agreement;

AND WHEREAS, Seller has agreed to sell and convey and Purchaser has agreed to purchase and assume any and all of Seller's interest in and to the Property "as is" in its present condition without any representations or warranties regarding its fitness for any purpose;

AND WHEREAS, Seller has provided or made available to Purchaser a copy of any environmental assessment performed by or at the request of Seller with respect to the Property, as set forth in the Sale Agreement;

AND WHEREAS, Seller has further provided to Purchaser access to and the opportunity to inspect the Property and to perform such soil, groundwater or other tests upon the Property as Purchaser deemed necessary or appropriate;

AND WHEREAS, Seller has agreed to perform certain Seller Environmental Measures pursuant to, and in accordance with, the Sale Agreement;

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AND WHEREAS, Purchaser and Seller desire to provide a continuing right of access to the Property to allow Seller to perform assessment, monitoring and remediation measures after conveyance of the Property;

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the express undertaking by Seller as set forth in the Sale Agreement, Seller and Purchaser do hereby agree as follows:

Seller reserves the right, for itself, its agents, employees, successors, and assigns, to enter upon the Property from and after the date hereof through the Ending Date (or such later date as may be permitted under the Sale Agreement) for the purpose of:

- A. engaging in Seller Environmental Measures, including, without limitation, the installation of such facilities and the conduct of such activities as are necessary for Seller to fulfill its obligations, or exercise its rights, under the Sale Agreement, or as are required by any applicable governmental authority having jurisdiction over the Property, and
- B. removing from the Property any remediation equipment including, without limitation, monitoring and observation equipment and any other property and equipment not sold pursuant to the Sale Agreement.

Seller further reserves the right to enter the Property to conduct environmental remediation and/or monitoring activities after the termination of this Right of Entry in the event Seller is permitted to do so under the Sale Agreement or is directed by any governmental authority having jurisdiction over the Property to perform such work, after reasonable prior notice to Purchaser.

Purchaser consents to Seller's rights hereunder and agrees to reasonably cooperate with Seller in the performance of the activities authorized herein so as to minimize the time and expense to Seller, including, without limitation, the grant of access to on-site utilities, if required for such activities.

This Right of Entry may be executed in one or more counterparts, each of which shall constitute an original but which when taken together shall be deemed one instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

This Right of Entry, and each of the covenants herein, shall run with the land and be binding upon the Purchaser and assigns and other successors in title or interest of the Purchaser.

Dated this 15th day of May, 2001.

AMOCO OIL COMPANY,
a Maryland corporation

By: Marcelo Ariola
Name: MARCELO ARIOLA
Title: Real Estate Mgr.

RAY ANDERSON, INC.,
a Nebraska corporation

By: R. Anderson
Name: Raymond D. Anderson
Title: PRES.

ATTEST:

By: Brandon C. Cue
Name: _____
Title: BRANDON C. CUE
ASSISTANT SECRETARY

This instrument was prepared by: Robert E. Bull, Sidley Austin Brown & Wood, Bank One Plaza, 10 S. Dearborn Street, Chicago, Illinois 60603.

When recorded, return to: Robert E. Bull, Sidley Austin Brown & Wood, Bank One Plaza, 10 S. Dearborn Street, Chicago, Illinois 60603

ACKNOWLEDGMENT

STATE OF ILLINOIS)

) SS.

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that MARCELO ARIOLA and BRANDON CLIE, personally known to me to be the REAL ESTATE MANAGER and Assistant Secretary, respectively, of Amoco Oil Company, a Maryland corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in said capacities they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of May, 2001.

Tammy L. Rambow
Notary Public

My Commission Expires:

May 25, 2002



ACKNOWLEDGMENT

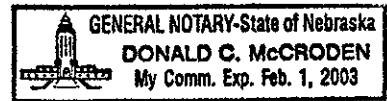
STATE OF Nebraska)
) SS.
COUNTY OF Douglas)

I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Raymond D. Anderson personally known to me to be the President of Ray Anderson, Inc., a Nebraska corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in said capacity he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15 day of May 2001.

[Signature]
Notary Public

My Commission Expires:



**EXHIBIT A
TO
RIGHT-OF-ENTRY AGREEMENT**

(Legal Description)

[See Attached]

Leased

South 72nd Street
Site 5 - SS#8590

EXHIBIT A
Legal Description

PARCEL A:

LEGAL DESCRIPTION: A tract of land 150 feet by 125 feet described as follows: 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 all in Block 13, in Lawnfield, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

PARCEL B:

LEGAL DESCRIPTION: The East 6 feet of the West 166 feet of the North 103 feet of Lot 6 and the East 6 feet of the West 166 feet of the North 47 feet of Lot 7, in Block 13, in Lawnfield, an Addition to the City of Omaha, as surveyed, platted and recorded.