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RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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**FORM APPROVED
BY LAW**

10287

ASSIGNMENT

THIS AGREEMENT, made this 9th day of June, 1998, among **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, hereinafter called Lessor, **THE DIAL CORPORATION**, successor in interest to **Haakins Brothers and Company**, hereinafter called Assignor, and **ERIC NELSON NEWS CO., INC.**, whose mailing address is P.O. Box 27007, Omaha, Nebraska 68127, hereinafter called Assignee:

Whereas, Lessor and Assignor are parties to certain leases as shown on Exhibit "A" attached hereto and made a part hereof.

Assignor and Assignee desire that Assignor's interest in said leases be assigned to Assignee and that Lessor consent thereto.

NOW THEREFORE, the parties hereto, in consideration of their mutually-dependent promises, hereby agree as follows:

1. For a valuable consideration, the receipt of which by Assignor is acknowledged, Assignor sells, assigns, transfers and sets over to Assignee all of Assignor's interest in and under said leases, as the same may have heretofore been amended or modified and as the same may be hereby modified and amended.

2. Assignor understands and agrees that Assignor shall indemnify and hold harmless Lessor from any suit or claim growing out of any damages alleged to have been caused, in whole or in part, by (i) Assignor's use or occupation of the premises, (ii) an unhealthful, hazardous or dangerous condition caused by, contributed to, or aggravated by Assignor's presence on and use of the premises or (iii) Assignor's violation of any laws, ordinances, regulations or requirements pertaining to solid or other wastes, chemicals, oil and gas, toxic, corrosive, or hazardous materials, air, water (surface or groundwater) or noise pollution, and the storage, handling, use or disposal of any such material. Assignor shall bear the expense of all practices or work, preventative or remedial, which may be required because of the condition or use of the premises, by Assignor or those claiming by, through or under Assignor, during Assignor's occupancy. Assignor expressly agrees that the indemnification and hold harmless obligations and obligations pertaining to environmental matters, removal of improvements and restoration of the premises contained within the Lease shall survive assignment of said lease to Assignee. Assignor agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Lessor discovers any such health or environmental impairment, and Assignor hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

3. Assignee hereby accepts said assignment and agrees to be bound by and to abide by each and every of the terms and conditions of said leases and hereby expressly assumes all liability for and agrees to pay to said Lessor all moneys which may be now or hereafter due or payable to it under the terms of said leases, including payment of any rentals and taxes now due and unpaid by Assignor.

RECORDED

RETURN: ERIC NELSON NEWS
ATTN: TIM ODORISIO
P O BOX 27007
OMAHA NE 68127

it under the terms of said leases, including payment of any rentals and taxes now due and unpaid by Assignor.

4. Assignee shall use the premises covered by said assignment for the exclusive purpose of loading and unloading railcars of paper stock.

5. Lessor consents to the assignment from Assignor to Assignee, provided that such consent shall not be construed as consent to any further assignment of said leases.

6. This agreement shall be effective as of July 2, 1998.

7. Prior to completion of this assignment a processing fee of Three Hundred and No/100 Dollars (\$300.00) per agreement assigned shall be paid to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY

By: **Catellus Management Corporation**
Its Attorney in Fact

Michael F. Angelo
Michael F. Angelo, Regional Property Manager

Witnesses to execution by Assignor:

Marlene A. Hatt

THE DIAL CORPORATION

By: [Signature]
Title: SR VP PRODUCT SUPPLY

Witnesses to execution by Assignee:

Patricia A. Jeffery

ERIC NELSON NEWS CO., INC.

By: Jim Olivisto
Title: Operation Director
Jim Olivisto
Operations Director

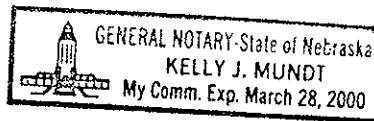
GENERAL NOTARY-STATE of Nebraska
PATRICIA A. JEFFERY
My Comm. Exp. Feb. 20, 2003

Kelly J. Mundt
WITNESS

STATE OF NEBRASKA
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 2nd day of July, 1998 by Eric Nelson News, Incorporated, Tim Odoriso, Operations Director on behalf of the corporation.

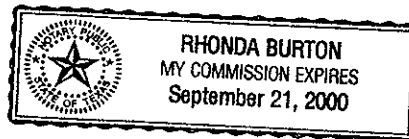
Kelly J. Mundt
Notary Public



STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 16th day of July, 1998 by The Burlington Northern and Santa Fe Railway Company by Catellus Management Corporation, Its Attorney in Fact by Michael F. Angelo, Regional Property Manager.

Rhonda Burton
Notary Public



STATE OF ARIZONA
COUNTY OF Maricopa

The foregoing instrument was acknowledged before me this 1st day of July, 1998 by The Dial Corporation, Daniel J. King, Senior Vice President of Product Supply on behalf of the corporation.

Marlene A. Holt
Notary Public

My Commission Expires Dec. 31, 1999

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

**EXHIBIT "A"
LEASES TO BE ASSIGNED TO ERIC NELSON NEWS CO., INC.**

| <u>LEASE NO.</u> | <u>DATE</u> | <u>CITY, COUNTY AND STATE</u> | <u>LESSEE</u> | <u>PURPOSE</u> |
|------------------|-------------|-------------------------------|------------------------------|-------------------------------|
| 156353 | 12/1/43 | Omaha, Douglas County, NE | Manhattan Soap Company, Inc. | building encroachment & fence |

C.B. & Q.R.R. Co.
Omaha Division
Land leased to
Haskins Bros. & Co.
Omaha
Douglas Co., Nebraska
Scale 1"=100' Lincoln, Nebraska August 24, 1943
L-5079

That part of the right of way on the easterly side and not within 9 ft. of center line of track #36, extending from center line of Hickory Street produced, South 115 ft., right of way being 50 ft. wide on the easterly side of centerline of main track, containing 3450 sq. ft., more or less, being a portion of Block 448 and of the S ½ of vacated Hickory Street.

LOTS 5 & 6, GRANDVIEW ADDITION