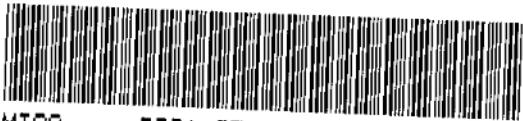


BK 1382 PG 001-011



MISC 2001 07193

RICHARD M TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 MAY 16 PM 2:19
RECEIVED

3423 S. 72nd Street
Omaha, Nebraska 68124
SS# 8590

Misc. 51.00
FEE 56 FB 55-22020
BKP _____ C/O _____ COMP. B
A 2 DEL _____ SCAN DFV

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is entered into as of this 15th day of May, 2001, by and between AMOCO OIL COMPANY, a Maryland corporation, with its principal office at c/o BP Amoco, 28100 Torch Parkway, Warrenville, Illinois 60555 ("Assignor") and RAY ANDERSON, INC., a Nebraska corporation, with an address at 16707 "Q" Street, Omaha, Nebraska 68135 ("Assignee").

WITNESSETH

WHEREAS, Assignor has entered into a certain Lease (together with any amendments and riders thereto, the "Lease") dated as of April 21, 1964, with Omaha Hotel, Inc., as successor in interest to both to Tony Tomasello and Carmella L. Tomasello, husband and wife, and to L.F. Harper and D.R. Harper, husband and wife ("Landlord") as lessor, and Assignor, as lessee, for certain premises located at 3423 S. 72nd Street, Omaha, Nebraska and legally described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Assignee has agreed to take an assignment of and assume the Lease from Assignor, and Assignor has agreed to assign the Lease to Assignee, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the Property, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

29 ALK) 0151003970

Assignment.

Assignor hereby sells, assigns, transfers and sets over onto Assignee all of its right, title and interest in the Lease, as of May ____, 2001 (the "Transfer Date"), to have and to hold the same from the Transfer Date for and during the residue of the term of the Lease and any extensions or renewals thereto, subject, however, to all the conditions, covenants, agreements, restrictions, provisions, terms and rentals contained in the Lease and this Assignment.

Acceptance - Assignee.

Assignee acknowledges that it has read the original or a copy of the Lease assigned hereby and is fully aware of its terms and provisions, and, in consideration of this Assignment, Assignee hereby accepts the same and assumes and agrees to pay all rental due under said Lease from and after the Transfer Date, and to observe and perform all of the covenants, agreements and conditions contained therein on the part of the lessee to be observed and performed from and after the Transfer Date and further covenants to exonerate, save harmless, protect and indemnify the Assignor, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns (the "Assignor Entities"), from and against any and all losses, liabilities, penalties, damages, claims, demands, suits or actions, judgments and costs and expenses in any manner arising out of the lessee's obligations under the Lease, this Assignment, and the use of said Property by Assignee, or their respective assignees, from and after the Transfer Date. Should Assignee default in any of its obligations under the Lease, in addition to Assignor's other rights hereunder or at law or equity, Assignor may cure the default with the Landlord or its successor-in-interest and charge to Assignee the cost of such cure, and Assignee agrees to promptly reimburse Assignor for such charges. All of the rights and remedies granted to the parties hereunder in the event of a default by the other party shall be in addition to any and all rights and remedies which such party may have under applicable law, and the exercise or pursuit of any one such right or remedy shall not be deemed to be an election of rights or remedies, and such party may pursue any other such rights or remedies at a later time or at the same time. No failure or delay on the part of a party in exercising any of its rights or remedies hereunder shall operate as a waiver thereof, and such party shall not be deemed to have waived any such rights or remedies, except by an express waiver in writing signed by the party who possesses such right or remedy and specifying the right or remedy to be waived. The express waiver of a particular right or remedy in one instance shall not preclude such party from exercising that right or remedy, or any right or remedies, as to any future instances.

Notices.

All notices required or sent hereunder shall be in writing and delivered in person, by messenger or other express delivery service, or by U.S. Mail Certified, Return Receipt Requested, to the address of the other party as set forth in the first Section of this Assignment, or to such other address as the parties may from time to time designate. Each such notice shall be deemed served and effective on the date of delivery or refusal, if delivered personally, on the date of the delivery receipt, if delivered by messenger or express service, or the date of mailing shown on the certified mail receipt, if delivered by certified mail.

Use and Operation Restrictions.

This conveyance is made by Assignor and accepted by Assignee upon the express condition and subject to the terms and provisions of the Lease and to the restrictions and covenants described on Exhibit B attached hereto ("Use and Operation Restrictions"). Notwithstanding the foregoing, the Use and Operation Restrictions do not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or any other corrective action work on the Property now or in the future. Assignee, for and on behalf of itself and its successors and assigns, by acceptance of this Assignment, hereby agrees to indemnify, defend and hold harmless the Assignor, its parents, acquired entities, affiliates and subsidiaries, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns, (collectively, the "Assignor Entities"), from and against any and all actions or causes of action at law or in equity, claims, demands, expenses, obligations, losses, damages (including, without limitation, business interruption), costs, payments, liabilities, liens, environmental remediation costs and expenses, fines, penalties, and costs and expenses of litigation and reasonable attorneys' fees arising out of or relating to any use of the Property from and after the Transfer Date which is in violation of or inconsistent with the Use and Operation Restrictions. The Use and Operation Restrictions shall run with the Property and each portion thereof for the benefit of the Assignor Entities and shall bind Assignee, its successors, assigns and all future lessees under the Lease, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the Property. Notwithstanding the foregoing, the Use and Operation Restrictions shall not be binding on the fee owner of the Property unless Assignee or its successors or assigns becomes fee owner of the Property. Assignor shall, at Assignee's request, release a portion or portions of the Use and Operation Restrictions from the Property upon Assignor's receipt of a no further action letter issued by the Government (as hereinafter defined) or Assignor's receipt from Assignee of an acknowledgment from any governmental agency, entity, body, instrumentality, department or representative which has jurisdiction over the Property (herein, the "Government"), obtained by Assignee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for property without that portion or portions of the Use and Operation Restrictions and that the Government consents to the releasing of that portion or portions of the Use and Operation Restrictions.

Condition of Property.

Assignee does, by its acceptance of this Assignment, represent and warrant that it is familiar with the condition of the Property and that, ASSIGNOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. ASSIGNEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN ITS "AS-IS, WHERE-IS" CONDITION.

Entire Understanding.

This Assignment, the Exhibits annexed hereto and the Purchase and Sale Agreement (and attachments) dated as of April 24, 2001 between Assignor and Assignee ("Sale Agreement") contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein or in the Sale Agreement, were relied upon by the parties in entering into this Assignment. No modification, waiver of, addition to, or deletion from the terms of this Assignment shall be effective unless reduced to writing and signed by Assignor and Assignee or their respective successors and assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Assignment may be signed by the parties in counterparts, which together shall constitute one instrument, which shall be binding upon and inure to the benefit of the Assignor Entities, and Assignee and its successors, permitted assigns, heirs, devisees and legal representatives, as the case may be, and any other person or entity expressly noted herein.


[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Assignor and Assignee have each caused this Assignment of Lease to be executed by its authorized representatives as of this 15th day of May, 2001.

WITNESS:

Signed and acknowledged in the presence of:


Printed Name: RICHARD WILLIAMS


Printed Name: RICHARD WILLIAMS

Taxpayer I.D. No. _____

WITNESS:

Signed and acknowledged in the presence of:

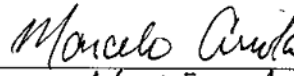
Printed Name: _____

Printed Name: _____

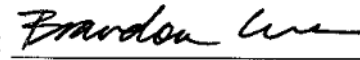
Taxpayer I.D. No. _____

ASSIGNOR:

AMOCO OIL COMPANY,
a Maryland corporation,


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

ATTEST:

By: 
Name: _____
Title: **BRANDON C. CUE**
ASSISTANT SECRETARY

ASSIGNEE:

RAY ANDERSON, INC.,
a Nebraska corporation

By: 
Name: Raymond J. Anderson
Title: PRES.

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: Dwyer Smith, 8712 W. Dodge Road, Suite 400, Omaha, Nebraska 68114, Attn: Michael Lazer

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 CUE, 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)

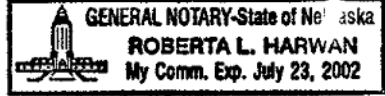
I, the undersigned, a Notary Public for said County and State, DO HEREBY CERTIFY, that Raymond D. Anderson, personally known to me to be the President of Ray Anderson, Inc., a Nebraska corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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.

Roberta L. Harwan
Notary Public

My Commission Expires:

July 23, 2002



**EXHIBIT A
TO
ASSIGNMENT OF LEASE**

(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.

EXHIBIT B

TO

ASSIGNMENT OF LEASE

(Use and Operating Restrictions)

1. Assignee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that no part of the real estate herein conveyed shall be used by Assignee or its executors, grantees, successors and assigns, for an automobile service station or automobile repair shop or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in gasoline, motor vehicle fuels, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts and accessories, tires, batteries, or other petroleum products or convenience store items, except for the use and consumption of such products by Assignee or other occupants of the Property.

This restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Assignee as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of fifteen (15) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

2. Assignee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no water wells, either for potable or other use, with the exception of remediation, monitoring, or investigation wells, will be installed on any part of the property covered by the Lease.

Subject to the terms and provisions of the Assignment of Lease to which this Exhibit B is attached, this restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Assignor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

3. Assignee herein covenants and agrees, for itself, and its grantees, successors, and assigns, that the property covered by the Lease will be used solely and exclusively for commercial (which may include retail) and/or industrial purposes. If the applicable state environmental laws and regulations define commercial and/or industrial use, any use which is deemed not to be a commercial or industrial use by such laws and regulations will also not be a commercial or industrial use as the terms are used herein.

Assignee herein hereby further covenants and agrees, for itself, and its grantees, successors, and assigns, that no basements or other underground improvements, with the exception of building footings, will be constructed on the property covered by the Lease. No part of the property covered by the Lease will be used for residential purposes or for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital.

Subject to the terms and provisions of the Assignment of Lease to which this Exhibit B is attached, this restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Assignor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.

4. Assignee herein covenants and agrees, for itself, and its grantees, successors, and assigns that no soils will be removed from the property covered by the Lease, unless the soil is moved to a disposal facility approved in advance by Assignor. Assignee is solely responsible for any and all soil excavation, hauling, and disposal costs.

Subject to the terms and provisions of the Assignment of Lease to which this Exhibit B is attached, this restriction binds and restricts the Property as a covenant and restriction running with the land and is deemed to benefit Assignor as an owner or lessee of lands in Douglas County, Nebraska, or as the operator of retail operations in Douglas County, Nebraska. This restrictive covenant will remain in full force and effect for a term of twenty-five (25) years from the date of this conveyance whereupon this restrictive covenant will automatically lapse and terminate and be of no further force or effect.