

**FORMER CARTER WHITE LEAD SITE
ACCESS AGREEMENT**

RIGHT OF ENTRY TO PREMISES

The property owner, Rescue Mission, Inc. (the "Grantor"), consents to and authorizes the United States Environmental Protection Agency (USEPA) and its authorized representatives, including representative of NL Industries and its contractors, and representatives of the Nebraska Department of Environmental Quality (collectively the "Grantee") to enter and perform certain environmental response activities upon the following described premises:

2107 East Locust Street
Omaha, Nebraska 68110

PURPOSE OF RESPONSE ACTION

The purpose of the response action is to conduct a removal action as outlined in the attached action memorandum to remove contaminated soils from the property.

ENVIRONMENTAL RESPONSE ACTIONS

The environmental response actions to be performed on said property may include the following activities:

- a. Locating equipment and machinery on-site in preparation for and in the course of the response action or cleanup;
- b. Conducting a pre-construction site walk;
- c. Site sampling activities, to include collecting environmental samples for laboratory analysis and/or in-situ screening;
- d. Excavating of surface soil with elevated lead levels;
- e. Obtaining post excavation samples (per c. above) from the property;
- f. Backfilling with replacement material and, if applicable, re-vegetating the property; and
- g. Any other response actions necessary to complete the removal action as outlined in the attached action memorandum.

AGREEMENT NOT TO INTERFERE

The Grantor agrees not to interfere or tamper with any of the activities or work done, or the equipment used to perform the activities, or to undertake any actions regarding the use of said property which would tend to endanger the health or welfare of the Grantees or the environment, or to allow others to use the property in such a manner, during the term of this Agreement.

RESTORATION OF PROPERTY

The Grantee agrees that said property will be restored as nearly as possible to its original state and condition as found immediately preceding the beginning of activities authorized by this Agreement, following completion of the response activities.

SAMPLING ACTIVITIES

Grantee agrees to provide Grantor with the results of any and all sampling and/or analysis resulting from Grantee's response activities on the properties. Further, should Grantor desire, Grantee will freely make available to Grantor or Grantor's authorized representative split samples of any and all sampling which Grantee conducts on the properties. Sample bottles for the collection of any split samples shall be provided by Grantor, and disposition of any split samples taken by or for Grantor is Grantor's responsibility.

LIMITATION OF LIABILITY

USEPA's liability for damages to the property or injuries to persons which result from or are caused by the activities on the property shall be to the extent permitted by the Federal Tort Claims Act, and the Federal Employee's Compensation Act, 28 U.S.C. '2671, et. seq., 5 U.S.C. '8101 et. seq., and 31 U.S.C. '3701 et. seq.

AUTHORITY FOR ENVIRONMENTAL RESPONSE ACTIONS

The activities to be implemented by USEPA under this agreement are pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. USEPA's right of access to the property is found in Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), which provides entry for "determining the need for response, or choosing or taking any response action under this subchapter, or otherwise enforcing the provisions of this subchapter."

TERM

This access agreement shall be operable for the period of time it takes to complete the environmental response activities or 180 days whichever is less. Upon completion of the response action, all rights and privileges given by the Grantor shall cease on that date, unless extended by subsequent agreement.

The person signing this access agreement on behalf of Grantor certifies that s/he has the authority or authorization of the Grantor to make and grant this agreement and this agreement is entered into by the Grantor voluntarily.

I have read the foregoing document and understand that it is an agreement granting permission to the Grantee to enter the above described premises for purpose of conducting environmental response activities, and I agree to its terms and conditions.

RESCUE MISSION, INC.



Signature

CANDACE K. GREGORY

Printed Name

PRES. / CEO

Title

1-402-422-1111

Telephone Number

August 1, 2012

Date