

OPERATIONAL AGREEMENT

This Operational Agreement (the "Agreement") is made as of this 30 day of June, 2017, by and among TDG LINCOLN-YANKEE HILL, L.L.C., a Missouri limited liability company ("TDG"), and LEHMS LINCOLN, L.L.C., a Nebraska limited liability company ("Lehms"), whose address is 4301 Industrial Avenue, Lincoln, Nebraska 68504.

BACKGROUND

A. TDG is the owner of those certain tracts of land legally described in Exhibit 1 attached hereto and identified collectively as the "TDG Lots" and identified individually as "Lot 3, Block 1" and the "Lot 4, Block 1" on the Site Plan attached hereto as Exhibit 3; and

B. On or about the date of this Agreement, Lehms has acquired from TDG that certain tract of land legally described in Exhibit 2 attached hereto and identified collectively as the "Lehms Parcel" on the Site Plan, which was formerly part of the Developer Tract, as that term is defined in the OEA (as defined below); and

C. Target Corporation, a Minnesota corporation ("Target") and TDG are currently Parties to that certain Operation and Easement Agreement dated November 9, 2006 (the "OEA") for Yankee Ridge Commercial Center Addition in Lincoln, Lancaster County, Nebraska, which OEA encumbers the TDG Lots and the Lehms Tract; and

D. The signatories hereto (the "Parties") desire to enter into this Agreement to clarify and supplement the obligations and responsibilities under the OEA as between TDG and Lehms on the terms described below.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **"Developer Tract" Defined.** Wherever the OEA refers to the "Developer Tract", as between TDG and Lehms, such defined term shall mean the TDG Parcels and the Lehms Parcel, as applicable, except where the express language of the OEA clearly indicates that the reference to the Developer Tract should apply only to either the TDG Parcels or the Lehms Parcel, but not the combined parcel as a whole.

2. "Developer" Defined. Wherever the OEA refers to the term "Developer", as between the Parties, such defined term shall mean "TDG", except where the express language of the OEA clearly indicates that the reference to the Developer should apply only to owner of either the TDG Parcels or the Lehms Parcel, but not the combined Developer Tract as a whole.

3. "Operator". On the date this Agreement is recorded in the Lancaster County, Nebraska Register of Deeds Office, Lehms shall assume the position of Operator, as defined in the OEA; provided, however, that TDG shall remain responsible for the maintenance of the TDG Parcels until such time as TDG transfers ownership of the TDG Parcels, at which point Lehms' obligations as Operator shall apply to the TDG Parcels and the parties acquiring ownership of the TDG Parcel(s) shall be responsible for reimbursement of costs and expenses associated therewith as provided in the OEA.

4. Approving Party. Notwithstanding anything contained herein to the contrary, but subject to the provisions of paragraph 5 below, TDG shall be the Approving Party for the Developer Tract, as defined in the OEA; provided, however that TDG shall provide prior notice to Lehms and the opportunity to approve, in its reasonable discretion, any matter requiring approval of the Approving Parties that would have an adverse effect on the Lehms Parcel or would impose any greater obligation on, or materially impair any rights afforded to, the Lehms Parcel pursuant to the OEA. In the event Lehms' approval is required pursuant to this paragraph 4, TDG shall, upon receipt of any request for its approval as an Approving Party (hereinafter an "AP Request"), promptly forward such request to Lehms, along with any other documentation, drawings or analysis provided in conjunction with such AP Request. Lehms shall provide its response to an AP Request not later than fifteen (15) days following its receipt of thereof. If a response is not given within the required time period, Lehms shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period would be deemed an approval. Each disapproval shall be in writing and, subject to Section 6.5.1 of the OEA, the reasons therefor shall be clearly stated. In the event of a violation of this Section by TDG that remains uncured for ten (10) days following TDG's receipt of written notice of such failure, Lehms shall be entitled to exercise any and all rights available at law or in equity, including, but not limited to, injunctive relief, and the prevailing party in any such litigation shall be entitled to recover its attorney fees and costs from the non-prevailing party.

5. Transfer of Approving Party Status. Section 1.1 of the OEA provides that upon transfer of TDG's last parcel within the Shopping Center, as defined in the OEA, the party acquiring such parcel shall become the successor Approving Party, unless TDG has previously identified a substitute Approving Party. Notwithstanding the foregoing, TDG agrees that it shall identify Lehms (or another Owner designated by Lehms) as TDG's successor Approving Party upon the earlier to occur of (i) TDG's conveyance of its last developed or developable Parcel, or (ii) such earlier date chosen by TDG (the "Designation Date"). Lehms (or its designee) and TDG shall cooperate to ensure that all reasonably necessary steps are taken to cause Lehms (or its designee) to become an Approving Party under the OEA as soon as practicable after or simultaneously with the Designation Date. No fee shall be charged to Lehms (or its designee) for becoming an Approving Party under the OEA.

6. Miscellaneous. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to such terms in the OEA. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective beneficiaries, successors and assigns. This Agreement may be executed in counterparts, all of which together shall be deemed one and the same instrument.

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SIGNATURE PAGE TO
OPERATIONAL AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Operational Agreement as of the day and year first above written.

TDG LINCOLN-YANKEE HILL, L.L.C.,
a Missouri limited liability company,

By: The DESCO Group, Inc., a Missouri
corporation, its sole Manager

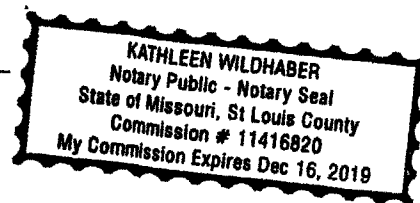
By: Bradley R. Foss
Bradley R. Foss, President

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 29th day of June, 2017, before me, a Notary Public within and for said County, personally appeared Bradley R. Foss, to me personally known, being first by me duly sworn, did say that he is the President of The DESCO Group, Inc., a Missouri corporation, the sole Manager of TDG Lincoln-Yankee Hill, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be the free act and deed of said company.

Kathleen Wildhaber
Notary Public

My Commission Expires: 12/16/2019



SIGNATURE PAGE TO
OPERATIONAL AGREEMENT

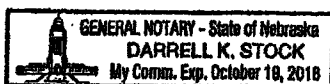
IN WITNESS WHEREOF, the Parties have entered into this Operational Agreement as of the day
and year first above written.

LEHMS LINCOLN, L.L.C.,
a Nebraska limited liability company

By: Jeffrey W. Lehms
Name: Jeffrey W. Lehms
Title: Pro Manager

STATE OF Nebraska)
COUNTY OF Lancaster) SS.

On this 29 day of June, 2017, before me, a Notary Public within and for said County,
personally appeared Jeffrey W. Lehms, to me personally known, being first by me duly sworn, did
say that he/she is the Manager of Lehms Lincoln, L.L.C., a Nebraska limited liability
company, and that said instrument was signed on behalf of said company by authority of its Members and
he/she acknowledged said instrument to be the free act and deed of said company.



Darrell K. Stock Notary Public

My Commission Expires: _____

EXHIBIT 1

TDG PARCELS

Lot Three (3), Block One (1), Yankee Ridge Commercial Center Addition, Lincoln, Lancaster County, Nebraska

AND

Lot Four (4), Block One (1), Yankee Ridge Commercial Center Addition, Lincoln, Lancaster County, Nebraska

EXHIBIT 2

LEHMS PARCEL

Lot 6, Block 1, and Outlot "A", Yankee Ridge Commercial Center Addition, Lincoln, Lancaster County, Nebraska,

except that part of Outlot "A" deed to the City of Lincoln, Nebraska, described as follows:

Commencing at the Southwest corner of said Outlot "A", said point being at the Northeast corner of the intersection of right-of-way for Yankee Hill Road, and South 37th Street, said point being 67.00 feet North of the South line of said Southeast Quarter, said point being the true point of beginning; thence Northwesterly along a Southwest line of said Outlot "A", said line being a Northeast line of Yankee Hill Road right-of-way, on an assumed bearing of North 43 degrees 05 minutes 40 seconds West, a distance of 12.73 feet to a point of deflection, thence North 01 degrees 54 minutes 20 seconds East along a West line of said Outlot "A", said line being a East line of South 37th Street right-of-way, distance of 28.30 feet to a point, thence South 43 degrees 05 minutes 40 seconds East along a line 20.00 feet Northeast of and parallel with the Southwest line of said Outlot "A", and its extension, a distance of 52.75 feet to a point of intersection with the South line of said Outlot "A", said line being the North line of Yankee Hill Road right-of-way, thence North 88 degrees 05 minutes 40 seconds West along a South line of said Outlot "A", said line being a North line of said right-of-way, said line being 67.00 feet North of and parallel with the South line of said Southeast Quarter, a distance of 28.30 feet to the point of beginning.

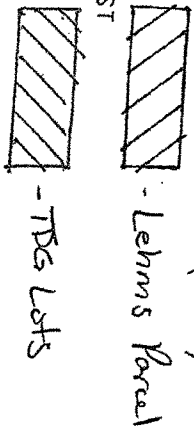
EXHIBIT 3

SITE PLAN

[See Attached.]

Lincoln SW, NE

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Site Plan

