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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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 2006044047

Prepared by and return to:

FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT ("First Amendment") is made and entered into this 11th day of April, 2006, by and among **Target Corporation**, a Minnesota corporation ("Target"), and **KDI Omaha, L.P.**, a Nebraska limited partnership ("Developer") and **Ragains Enterprises, LLC**, an Indiana limited liability company ("Ragains").

RECITALS:

A. Target and Developer entered into that certain Operation and Easement Agreement (the "OEA") dated June 14, 2005, recorded in the office of the Register of Deeds for Douglas County, Nebraska, on June 15, 2005 as Document Number 2005069011.

B. Target is the currently the owner of that certain property described in Exhibit A to the OEA and as shown as the Target Tract on Exhibit X attached to the OEA and which property is re-described on Exhibit Z attached hereto.

C. Developer is currently the owner of that certain property described as "Developer's Property" in Exhibit Z attached hereto. Developer conveyed a parcel of property to Ragains to be developed as a movie theatre, in accordance with plans previously approved by Developer and Target, which property is described as the "Theater Tract" in Exhibit Z attached hereto.

D. In light of this conveyance and future development, Developer has requested and Target has agreed that the OEA be amended to include certain additional provisions to which Target and Developer, each an Approving Party (as defined in the OEA), have unanimously consented.

NOW, THEREFORE, in consideration of the mutual promises of and benefits to the parties hereto, it is hereby agreed as follows:

0699265

1. All capitalized terms not otherwise defined herein shall have the meanings given in the OEA.

2. Exhibit X attached to the OEA is hereby deleted in its entirety and is superceded and replaced by Revised Exhibit X attached hereto and made a part hereof. From and after the execution of this First Amendment, all references in the OEA to Exhibit X shall mean and refer to the Revised Exhibit X attached hereto.

3. Section 1.13 of the OEA shall be amended by adding "Lot 15 (which is a portion of Lot 2, Replat 1)" to the list of designated Perimeter Lots of the Shopping Center.

4. Exhibit B attached to the OEA shall be amended by deleting the words "Lot 1" and replacing them with the words "Lots 1 and 2 of Replat 1". From and after the execution of this First Amendment, all references in the OEA to Exhibit B shall mean and refer to the Exhibit B as so revised.

5. The following section shall be added to the OEA:

1.21 Theater Lot "Theater Lot" shall mean that portion of the Shopping Center designated as the "Theater Tract" on the Revised Exhibit X.

6. In Section 3.2(E)(v) the number "four (4)" is hereby deleted and replaced with "five (5)."

7. Section 3.3(E) of the OEA shall be amended by deleting the parenthetical at the end of subsection (ii) and replacing it with the following:

(other than the Perimeter Lots, the Theater Lot and the Buildings designated in the Site Plan as "Village Shops")

8. Section 3.3(E) of the OEA is further amended by adding the following subsection following subsection (iii):

(iv) On the Theater Lot - 35 feet, provided that the theater spire may be up to 40 feet.

9. The first sentence of Section 4.3(A) is hereby deleted and replaced with the following:

(A) Commencing on the earlier of (i) thirty (30) days prior to the date specified by the Occupant of the Target Tract that it intends to open for business with the general public or (ii) the date the Approving Parties designate in writing, Operator shall operate and maintain the Common Area within those portions of the Shopping Center not included within the Perimeter Lots or Theater Lot, so long as the Theater Lot is being utilized as a movie theater (herein called the "Primary Common Areas") in accordance with the requirements of Section 4.2(A).

10. The following paragraphs are added before the last paragraph of Section 4.3(A):

So long as the Theater Lot is being utilized as a movie theater, for purposes of determining Common Area Maintenance Costs, for the first year after the date Operator begins to maintain the Common Area (as

such date is established under Section 4.3(A)), the Owner of the Theater Lot shall contribute a minimum of Zero and Sixty/100 Dollars (\$0.60) per square foot based on the Floor Area of the Building on the Theater Lot toward the Common Area Maintenance Costs and the Administration Fee allocable to the Developer Tract (the "Theater Lot Contribution").

The Theater Lot Contribution shall be in addition to the Theater Lot owner's obligation to maintain the landscaping, as set forth in Section 4.2(A)(v), and lighting on the Theater Lot (including utility costs for lighting), as set forth in Section 4.2(A)(iv). Operator shall perform all other operation, maintenance and repair obligations set forth in Section 4.2.

The Owner of the Theater Lot shall provide invoices to Operator within thirty (30) days of the end of each calendar year showing the actual amounts that it expended for landscaping and lighting of the Theater Lot for the previous calendar year (the "Theater Lot Landscaping and Lighting Costs"). In no event shall the Theater Lot Landscaping and Lighting Costs exceed the amount that Operator spends on landscaping and lighting for the remainder of the Common Area on a per acre basis (i.e. If Operator spends \$100.00 per acre on landscaping and lighting for the remainder of the Common Area then the Theater Lot Landscaping and Lighting Costs shall not exceed \$100.00 per acre of the Theater Lot). The Theater Lot Landscaping and Lighting Costs shall be included in the Common Area Maintenance Costs for such calendar year. The Developer Tract shall receive a credit against its allocation of Common Area Maintenance Costs in the amount of the Theater Lot Landscaping and Lighting Costs due to the fact that such amounts have already been paid.

All Theater Lot Contributions shall be applied in reduction of the Common Area Maintenance Costs and the Administrative Fee allocated to the Developer Tract.

The Theater Lot Contribution shall increase annually on the anniversary of the date Operator began to maintain the Common Area by Three percent (3%). At the end of every five (5) year period the Theater Lot Contribution shall be re-adjusted so that it equals the per square foot amount (based on the Floor Area of the Building) that would be attributable to the Building on the Theater Lot as if such Building were located on the Developer Tract and the share of the Common Area Maintenance Costs payable by the Owner of the Developer Tract were calculated based on the Floor Area of Buildings as opposed to the square footage of land area of the Developer Tract (less expenses for landscaping and lighting). In no event shall the amount of the re-adjusted Theater Lot Contribution be less than it was before such re-adjustment, and, irrespective of the amount of the re-adjusted Theater Lot Contribution, in no event shall Target's portion of the Common Area Maintenance Costs and the Administration Fees exceed the 22.6% of the Common Area Maintenance Costs the Administration Fees allocated to the Target Tract in accordance with Section 4.3(D)(ii). Notwithstanding

the foregoing, in the event the Common Area Maintenance Costs for snow removal exceeds the budget for such item of the Operator in any year, the Owner of the Theater Lot shall be responsible for a proportionate share of such excess on a per square foot basis (based on the Floor Area of the Building) as if the Building on the Theater Lot were located on the Developer Tract and the share of the Common Area Maintenance Costs payable by the Owner of the Developer Tract were calculated based on the Floor Area of Buildings as opposed to the square footage of land area of the Developer Tract.

Notwithstanding the foregoing, at anytime upon one hundred eighty (180) days prior notice to the Approving Parties the Owner of the Theater Lot may elect to have the Theater Lot be treated as a Perimeter Lot for purposes of determining such Owner's obligations regarding Common Area Maintenance and contribution to the Common Area Maintenance Costs and the Administration Fees. Additionally, at anytime there is not a Building on the Theater Lot, or if any Building on the Theater Lot is not utilized as a movie theater, then the Theater Lot, solely for the purposes of Common Area Maintenance Costs, Common Area Maintenance payments and Common Area Maintenance obligations under Sections 4.2 and 4.3, shall be treated as a Perimeter Lot.

In the event the Theater Lot is treated as a Perimeter Lot as noted above, the allocated portions of Common Area Maintenance Costs and the Administration Fees under Section 4.3(D) shall be recalculated based on the new acreage of the Developer Tract and the acreage of the Target Tract. Additionally, the Perimeter Lot contributions made on behalf of the Theater Lot shall be applied in reduction of the total Common Area Maintenance Costs and Administration Fees prior to allocation to the Developer Tract and Target Tract.

11. Notwithstanding anything contained in Section 5.3(F)(v) the building on the Theater Lot may utilize exposed neon tubing in its signage as noted on the Plans attached hereto as Exhibit A for such building. This approval shall only apply on behalf of Target for the Theater Lot and shall not apply to any other location of the Owner of the Theater Lot.

12. The Developer shall not amend the "Building Area" located on Lot 16 as shown on the Revised Exhibit X without the written consent of the Owner of the Theater Lot and Target.

13. The owner of the Theater Lot shall have the right to install a panel in the second spot from the top of that monument sign labeled as "Monument B" of the Revised Exhibit X. Such panel must comply with the terms of the OEA and all applicable governmental regulations. In the event said panel is ever not utilized for a period of thirty (30) days or more and such condition continues for thirty (30) days after written notice from Developer such signage rights shall immediately terminate without further notice.

14. The OEA, as amended herein, is hereby confirmed and ratified by each of the parties hereto, and, except as expressly modified by this First Amendment, remains in full force and effect according to its terms. Each party hereby represents and warrants to the others that this Amendment does not require the approval or consent of any mortgagee or other party nor violate or conflict with any documents, instruments or agreements to which such party may be bound by.

15. In the event of a conflict or inconsistency between the provisions of this First Amendment and the OEA, the provisions of this First Amendment shall control and govern.

16. This First Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns who become Parties under the OEA.

17. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. This First Amendment shall be recorded in the office of the recorder of the county in which the Shopping Center is located and shall be deemed effective upon recordation.

[signature pages to follow]

EXECUTED as of the date first above written.

TARGET:

**Target Corporation
a Minnesota corporation**

By: *Scott Nelson*
Name: _____
Title: _____ **Scott Nelson**
Vice President
Target Corporation

STATE OF MINNESOTA

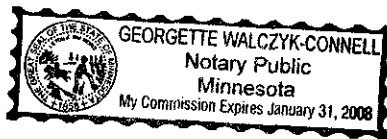
COUNTY OF HENNEPIN

I, *Georgette Walczyk-Connell* Notary Public, certify that *Scott Nelson* personally came before me this day and acknowledged that he she is Vice President of Target Corporation, a Minnesota corporation, and that he she, as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 11 day of April, 2006.

My commission expires: *1/31/2008*
Georgette Walczyk-Connell
Notary Public

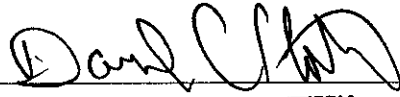
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KDI OMAHA, L.P.
a Nebraska limited partnership

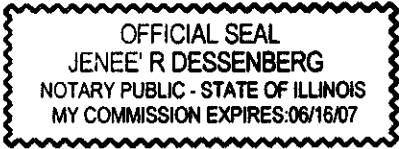
By: KD Omaha 1103, Inc.,
a Nebraska corporation,
its general partner

By: 
Name: DANIEL C. SLATTERY
Title: Executive Vice President

STATE OF Illinois)
) ss.
COUNTY OF Will)

I, Jenee R. Dessenberg, a Notary Public for the County and the State aforesaid, do hereby certify that Daniel C. Slattery personally came before me this day and acknowledged that s/he is the Exec. Vice Pres. of KD Omaha 1103, Inc., a Nebraska corporation which is the General Partner of KDI OMAHA, L.P., a Nebraska limited partnership, and that s/he, as Exec. Vice Pres. and being authorized to do so, executed the foregoing instrument on behalf of KD Omaha 1103, Inc. in its capacity as General Partner of KDI OMAHA, L.P..

WITNESS MY HAND and official stamp or seal, this 24 day of Feb, 2006.



Jenee R Dessenberg
Notary Public
My Commission Expires: 6/16/07

[affix notarial stamp or seal]

RAGAINS:

RAGAINS ENTERPRISES, LLC,
an Indiana limited liability company

Anne Ragains
Name: Anne Ragains
Title: Manager
Date:

STATE OF Indiana

COUNTY OF Floyd

I, Alicia Daniels, Notary Public, certify that Anne RAGAINS personally came before me this day and acknowledged that he/she is Manager of **RAGAINS ENTERPRISES, LLC**, an Indiana limited liability company, and that he/she, as Manager being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official seal, this the 23 day of March, 2006.

My commission expires: 12-18-08
Alicia Daniels
Notary Public

[affix notarial stamp or seal]

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Consent to this First Amendment is hereby granted by lender and the trustee under Ragains' Deed of Trust:

RAGAINS TRUSTEE:

Sign: John Q. Bachman, Trustee
Name: John Q. Bachman, Trustee

Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

STATE OF NEBRASKA

COUNTY OF DOUGLAS

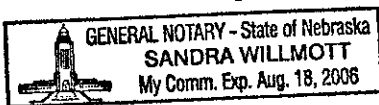
I, Sandra Willmott, Notary Public, certify that **John Q. Bachman** personally came before me this day and executed the foregoing instrument in his individual capacity as Trustee.

Witness my hand and official seal, this the 27th day of March, 2006.

My commission expires:
August 18, 2006

Sandra Willmott
Notary Public

[affix notarial stamp or seal]



Consent of:

RAGAINS LENDER:

SOUTH CENTRAL BANK BARREN COUNTY, INC.

By: *Owen Lambert*
Name: Owen Lambert
Title: President

208 South Broadway
P.O. Box 667
Glasgow, Kentucky 42141
Attention: Brian Clemmons

STATE OF Kentucky

COUNTY OF Barren

I, *Anne Hutchinson*, Notary Public, certify that Owen Lambert personally came before me this day and acknowledged that he/she is President of **SOUTH CENTRAL BANK BARREN COUNTY, INC.**, a Kentucky corporation, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the company.

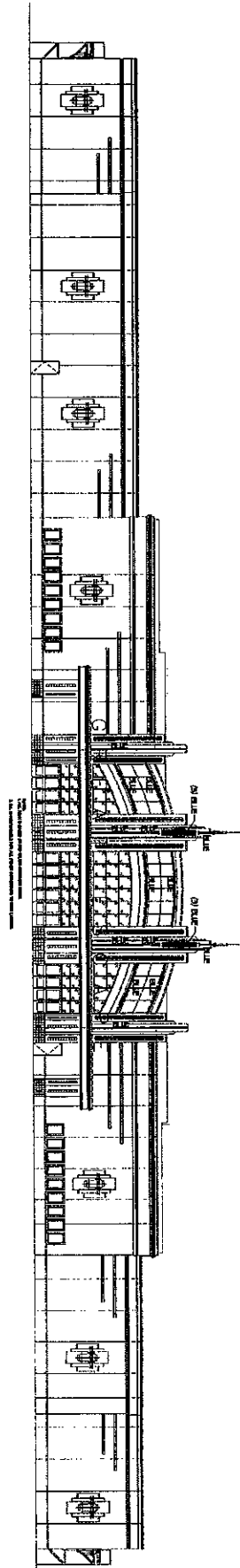
Witness my hand and official seal, this the 23rd day of March, 2006.

My commission expires:

8/16/06

Anne Hutchinson
Notary Public

[affix notarial stamp or seal]



FRONT ELEVATION FOR NEON LIGHTING

paradigm design
 ARCHITECTS
 10110 19th Ave. S.W.
 Suite 2
 Richmond, BC V6V 2G9
 TEL: 604-273-8888
 FAX: 604-273-8887
 PARADIGMDESIGN.COM

PROJECT
THE GREAT ESCAPE TO SCREEN THEATRE
 10110 19th Ave. S.W.
 Suite 2
 Richmond, BC V6V 2G9

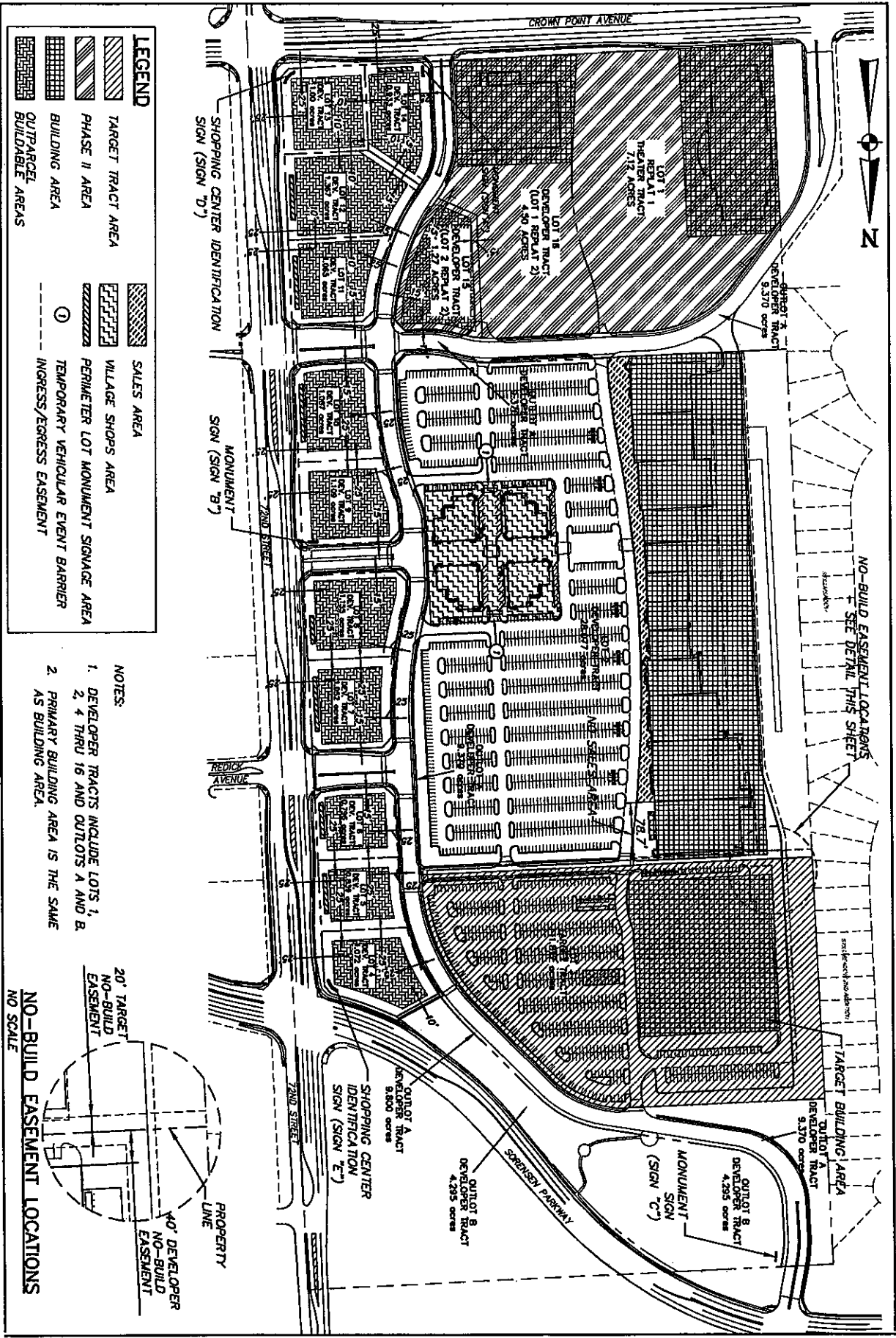
DRAWN BY
ALLIANCE ENTERTAINMENT

CONTRACT NO.
0809114

Exhibit A

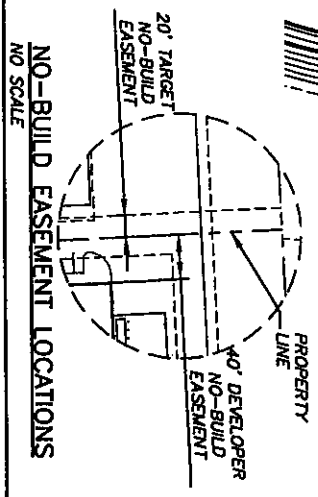
PROJECT
0809114

RE **Paradigm Engineering**
 Registered Professional Engineer
 License No. 12345
 10110 19th Ave. S.W.
 Suite 2
 Richmond, BC V6V 2G9
 TEL: 604-273-8888
 FAX: 604-273-8887
 PARADIGMDESIGN.COM



LEGEND	
[Hatched pattern]	TARGET TRACT AREA
[Diagonal lines]	PHASE II AREA
[Grid pattern]	BUILDING AREA
[Cross-hatch pattern]	OUTPARCEL BUILDABLE AREAS
[Dotted pattern]	SALES AREA
[Wavy pattern]	VILLAGE SHOPS AREA
[Zigzag pattern]	PERIMETER LOT MONUMENT SIGNAGE AREA
[Circle with dot]	TEMPORARY VEHICULAR EVENT BARRIER
[Dashed line]	INGRESS/EGRESS EASEMENT

- NOTES:
1. DEVELOPER TRACTS INCLUDE LOTS 1, 2, 4 THRU 16 AND OUTLOTS A AND B.
 2. PRIMARY BUILDING AREA IS THE SAME AS BUILDING AREA.



1/3

EXHIBIT X

TARGET-OMAHA NORTH
 SORENSEN PARK PLAZA
 72ND STREET AND SORENSEN PARKWAY
 OMAHA NEBRASKA

KIRKHAM MICHAEL
 CONSULTING ENGINEERS

Exhibit Z

Property Encumbered by this First Amendment

Target Tract:

Lot 3, Sorenson Park Plaza, an Addition to the City of Omaha, and a platted and recorded subdivision in Douglas County, Nebraska.

Developer Tract:

- (1) Developer's Property:
Lot 2 of Replat 1, and Lots 2, 4-14 and Outlots ~~A~~ & B, Sorenson Park Plaza, an Addition to the City of Omaha, and a platted and recorded subdivision in Douglas County, Nebraska. *pp 4-24-06*
- (2) Theater Tract:
Lot 1 of Replat 1, Sorenson Park Plaza, an Addition to the City of Omaha, and a platted and recorded subdivision in Douglas County, Nebraska.