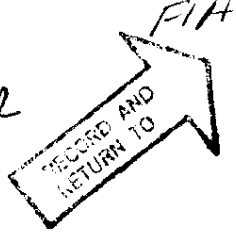


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**FIRST AMENDMENT TO  
OPERATION AND EASEMENT AGREEMENT**

**THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT** ("Amendment") is made and entered into as of the 12 day of May, 1994, between **DAYTON HUDSON CORPORATION**, a Minnesota corporation ("Target") and **OCALA MANUFACTURING COMPANY (not Inc.)**, a Florida general partnership ("Developer"), whose post office address is Post Office Box 370, Oxford, Florida 34484-0370.

**WITNESSETH:**

**WHEREAS**, Target and Developer entered into that certain Operation and Easement Agreement dated March 24, 1993, recorded in Official Records Book 1911, Page 0144, of the Public Records of Marion County, Florida (the "OEA"); and

**WHEREAS**, Target and Developer are the Owners of all lands that are subject to the OEA and desire to amend the OEA as provided for in this Amendment;

**NOW, THEREFORE**, in consideration of the premises the covenants and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein as if set forth in full hereinbelow. Any terms defined in the OEA and used herein shall have the same meaning as set forth in the OEA except as expressly provided for in this Amendment.

2. **Ingress, Egress and Parking.** Article I of the OEA is hereby amended by adding hereto the following:

(vi) That portion of the internal roadway within the Shopping Center as depicted as the cross-hatched area on the site plan attached hereto as Exhibit "A" shall not be modified or obstructed without the prior written consent of Target, Developer, and the owner of Outparcel 2.

(vii) Notwithstanding anything in the OEA to the contrary, there shall exist no cross parking easement or cross parking rights between Outparcel 2 and the balance of the Shopping Center.

This instrument prepared by:  
Mark E. Miller, Esquire  
Rudnick & Wolfe  
101 East Kennedy Blvd., Suite 2000  
Tampa, Florida 33602-5133

MEM3820 05/02/94

RECORDED & RECORD  
VERIFIED  
MARION COUNTY, FL

94 MAY 12 PM 3:49

94-034532

BY [Signature] DC

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3. **Definitions.** Article V is hereby amended by adding Paragraph 5.7 thereto as follows:

5.7 **Definitions.** The following terms shall have the meanings set forth below:

A. The term "Parties" shall include the owners of the Target Tract, the Developer Tract, and the owners of the three individual tracts identified as Outparcel 1, Outparcel 2 and Outparcel 3.

B. The term "Permitees" shall mean the customers, employees, agents, vendors, suppliers and business invitees of any of the Parties or Occupants.

C. The term "Occupant" shall mean the Parties and other persons acquiring the right by lease or other instrument or agreement in writing to possess, use and/or occupy any portion of the Shopping Center or any space within a building thereon.

4. **Ratification.** The terms of the OEA shall remain in full force and effect, as modified by the terms of this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the day and year first above written.

ATTEST:  
By: William P. Hise  
William P. Hise  
Assistant Secretary

DAYTON HUDSON CORPORATION,  
a Minnesota corporation  
By: William E. Haeder  
WILLIAM E. HAEDER  
Vice President

(CORPORATE SEAL)

OCALA MANUFACTURING COMPANY  
(not Inc.), a Florida general  
partnership

BK2033PG1156

[Signature]  
Print Name: LANDIS V. CURRY JR.

By: [Signature]  
James A. Bailey  
Co-Manager and General Partner

[Signature]  
Print Name: MELODIE B. SAUNDERS

- AND -

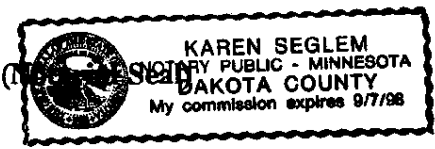
[Signature]  
Print Name: LANDIS V. CURRY JR.

By: [Signature]  
C. Winston Bailey, Jr.  
Co-Manager and General Partner

[Signature]  
Print Name: MELODIE B. SAUNDERS

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 1994, by William E. Harderas Vice President and William P. Hise, as Assistant Secretary of DAYTON HUDSON CORPORATION, a Minnesota corporation, on behalf of said corporation. They are personally known to me ~~or have produced~~ as identification.



[Signature]  
NOTARY PUBLIC  
Printed Name: Karen Seglem  
State of Minnesota at Large  
Commission No.: ID # 6126835  
My Commission Expires:  
9/7/98

STATE OF FLORIDA )

COUNTY OF MARION ) SS:

The foregoing instrument was acknowledged before me this 10 day of MAY, 1994, by James A. Bailey, as Co-Manager and General Partner of OCALA MANUFACTURING COMPANY (not Inc.), a Florida general partnership, on behalf of said partnership. He is personally known to me ~~or~~ has produced //////////////////// as identification.

Melodie B. Saunders  
NOTARY PUBLIC  
Printed Name: Melodie B. Saunders  
State of Florida at Large  
Commission No.: CC324968  
My Commission Expires: 10/20/97

(Notarial Seal)

**MELODIE B. SAUNDERS**  
Notary Public, State of Florida  
My Comm. Expires Oct. 20, 1997  
NO. CC 324968

STATE OF FLORIDA )

COUNTY OF MARION ) SS:

The foregoing instrument was acknowledged before me this 10 day of MAY, 1994, by C. Winston Bailey, Jr., as Co-Manager and General Partner of OCALA MANUFACTURING COMPANY (not Inc.), a Florida general partnership, on behalf of said partnership. He is personally known to me ~~or~~ has produced //////////////////// as identification.

Melodie B. Saunders  
NOTARY PUBLIC  
Printed Name: Melodie B. Saunders  
State of Florida at Large  
Commission No.: CC324968  
My Commission Expires: 10/20/97

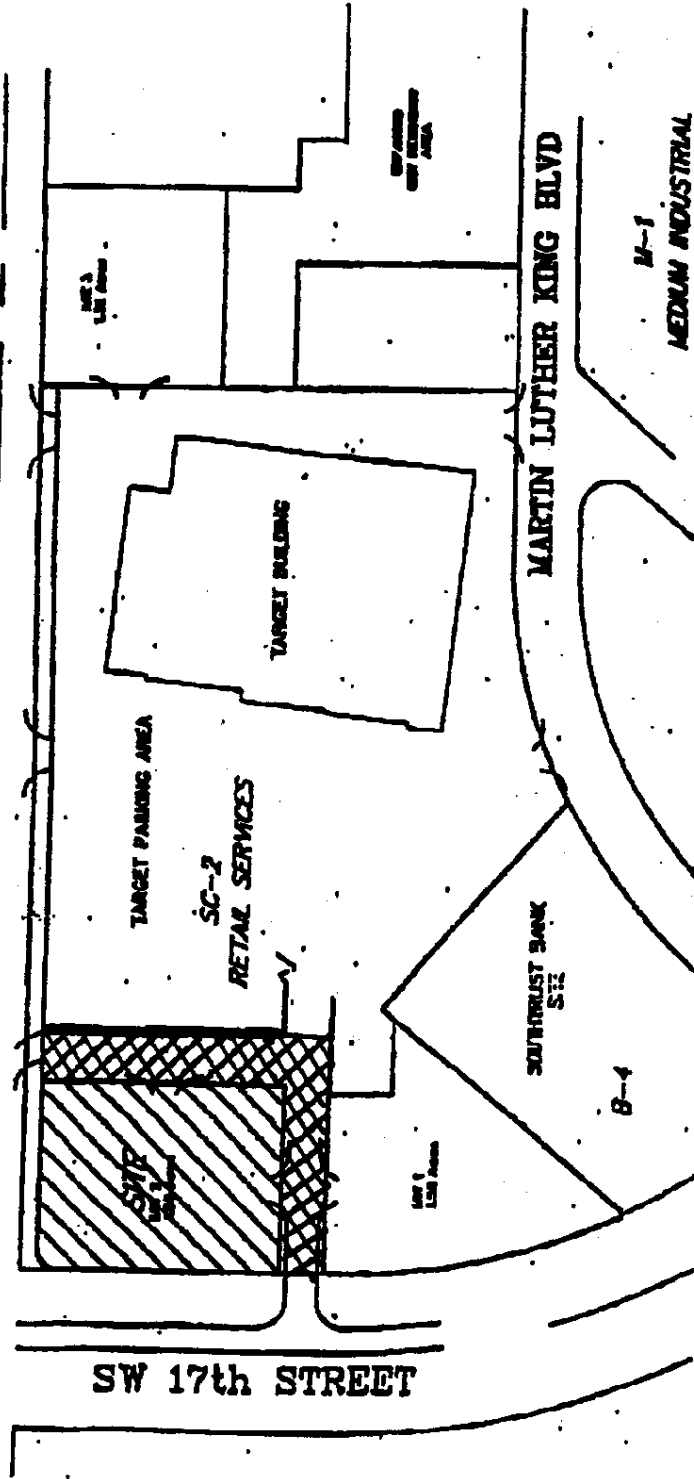
(Notarial Seal)

**MELODIE B. SAUNDERS**  
Notary Public, State of Florida  
My Comm. Expires Oct. 20, 1997  
NO. CC 324968

BK2033PG1157

**EXHIBIT A**

STATE ROAD 200



SW 17th STREET

BK2033PG1158