

8-4

After recording, please return to:
Target Corporation
1000 Nicollet Mall
Minneapolis, MN 55403
Real Estate Portfolio Management
T-2641

11399709
05/29/2012 03:56 PM \$28.00
Book - 10021 Pg - 1613-1620
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MILLER REAL ESTATE INVESTMENTS
850 ENGLEWOOD PKWY STE 200
ENGLEWOOD CO 80110
BY: ZJM, DEPUTY - MA 8 P.

**SECOND AMENDMENT
TO
OPERATION AND EASEMENT AGREEMENT**

THIS SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (the "Second Amendment") is made and entered into effective the 22nd day of FEBRUARY, 2012, by and between TARGET CORPORATION, a Minnesota corporation ("Target") and WEINGARTEN MILLER EQUIWEST SALT LAKE LLC, a Colorado limited liability company ("Developer.")

RECITALS:

A. Target and Developer previously entered into that certain Operation and Easement Agreement as of October 16, 2009, recorded on October 21, 2009 under Reception No. 10821303 in Book 9772 at Page 4892 as amended by that certain First Amendment to Operation and Easement Agreement dated January 26, 2011, recorded under Reception No 11132434 in Book 9904 at Page 7602 in the records of Salt Lake County, Utah, encumbering the real property therein known as 300 West Town Center Shopping Center (the "OEA").

B. Target is the fee simple owner of, and the Approving Party with respect to the Target Tract.

C. Developer is the fee simple owner of, and the Approving Party with respect to the Developer Tract.

D. Pursuant to Section 6.8.5 of the OEA, the OEA may be amended by a written agreement signed by all of the Approving Parties; provided, however that no such amendment shall impose any materially grater obligation on, or materially impair any right of, a Party or its Tract without the joinder of such Party.

E. The parties desire to amend the OEA to revise the Site Plan to reflect the change in the layout of the common area on Outparcel 3 and to make certain other changes as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Site Plan.** The Site Plan attached to the OEA as Exhibit X-1 is hereby deleted in its entirety and replaced by Exhibit X-2 attached hereto and made a part hereof. From and after the date hereof, all references in the OEA to the Site Plan shall be deemed to mean Exhibit X-2.

2. **Notices.** Target's current notice address under Section 6.4 of the OEA is:

Target Corporation
Target Property Development
1000 Nicollet Mall
Minneapolis, MN 55403
Real Estate Portfolio Management T-2641

3. **Conflicts/Ratification.** If there is any conflict between the provisions of the OEA and this Second Amendment, the provisions of this Second Amendment shall control. Except as amended and supplemented by this Second Amendment, the OEA is ratified by the parties and remains in full force and effect.

4. **Authority.** Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Second Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the parties represents and warrants that upon full execution of this Second Amendment, the OEA as amended by this Second Amendment shall be binding on all parties with any interest in its respective Tract, including but not limited to the holder of any mortgagee's interest. Each of the parties to this Second Amendment, as an Approving Party, represents and warrants that the terms and provisions of this Second Amendment will not either impose any materially greater obligation on any Tract represented by such Approving Party, or materially impair any right of a Party owning a Tract represented by such Approving Party.

5. **Entire Agreement.** This Second Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

6. **Capitalized Terms.** Except as otherwise expressly provided herein, capitalized terms used in this Second Amendment shall bear the same meanings assigned thereto in the OEA. The captions set forth herein are for convenience only and are not a part of this Second Amendment.

7. **Counterparts.** This Second Amendment may be executed in counterparts or with counterpart signature pages, which upon execution by all parties shall constitute one integrated agreement.

[Rest of page intentionally left blank; signature pages follow.]

SIGNATURE PAGE
FOR
SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT
BETWEEN
TARGET CORPORATION
AND
WEINGARTEN MILLER EQUIWEST SALT LAKE LLC

IN WITNESS WHEREOF, the Parties have caused this SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT to be executed effective as of the day and year first above written.

WEINGARTEN MILLER EQUIWEST SALT LAKE LLC,
a Colorado limited liability company

By: WEINGARTEN MILLER SALT LAKE LLC,
a Colorado limited liability company,
Its Manager

By: *Steven A. Shoflick*
Steven A. Shoflick, Authorized Representative

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 10th day of February, 2012 by Steven A. Shoflick, as Authorized Representative of Weingarten Miller Salt Lake LLC, a Colorado limited liability company.

My commission expires: 11-4-12

Witness my hand and official seal.

(SEAL)

<p>BARBARA McCORRIE NOTARY PUBLIC STATE OF COLORADO My Commission Expires Nov 4, 2012</p>
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Barbara Melisio
Notary Public
Address: 850 Englewood Pkwy #200
Englewood, CO 80110

SIGNATURE PAGE
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SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT
BETWEEN
TARGET CORPORATION
AND
WEINGARTEN MILLER EQUIWEST SALT LAKE LLC

IN WITNESS WHEREOF, the Parties have caused this SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT to be executed effective as of the day and year first above written.

TARGET CORPORATION
a Minnesota corporation,

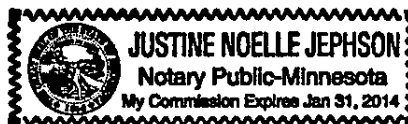
By: 
Name: **Dietrich Haar**
Director Real Estate
Title: Target Corporation

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 22nd day of February, 2012. By Dietrich Haar, as Director Real Estate of TARGET CORPORATION, a Minnesota corporation on behalf of said corporation.

Justine Noelle Jephson
Notary Public

My commission expires: 1/31/2014



CONSENT AND SUBORDINATION
To
Second Amendment
to
Operation and Easement Agreement

The undersigned is Lender under that certain Deed of Trust and Security Agreement recorded on March 27, 2008 in the real property records of Salt Lake County, Utah under Reception No. 10383956, Book 9586, Pages 9033-9076, as amended (the "Deed of Trust") By executing this instrument, the undersigned hereby (i) consents to the execution, delivery and recordation of the Second Amendment to Declaration of Operation and Easement Agreement to which this instrument is attached (the "OEA Amendment") and (ii) subordinates the lien of the Deed of Trust to the OEA Amendment.

Dated: February 6, 2012

WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust



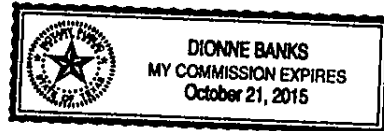
By: [Signature]
Name: William M. Crook
Its: Vice President / Associate General Counsel

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 6th day of February, 2012, by William M. Crook, VP of WEINGARTEN REALTY INVESTORS, a Texas real estate investment trust, on behalf of said real estate investment trust.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for the State of Texas



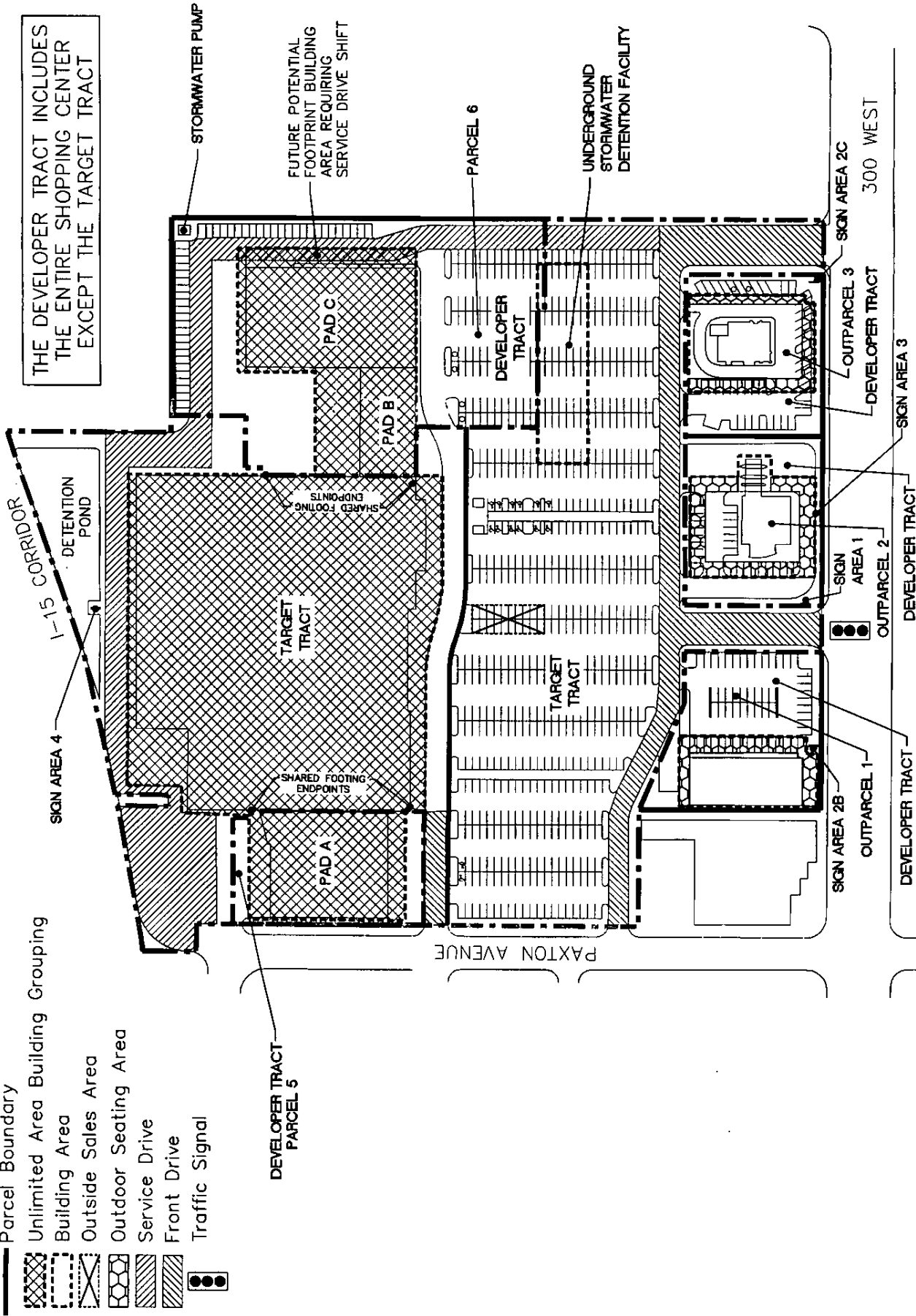
My Commission expires:

EXHIBIT X-2
SITE PLAN
(attached)

Tract Boundary (Also Parcel Boundary Where Tract Boundary And Parcel Boundary Are One And The Same)

- Parcel Boundary
- Unlimited Area Building Grouping
- Building Area
- Outside Sales Area
- Outdoor Seating Area
- Service Drive
- Front Drive
- Traffic Signal

THE DEVELOPER TRACT INCLUDES THE ENTIRE SHOPPING CENTER EXCEPT THE TARGET TRACT



Salt Lake City, Utah

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Exhibit X-2 Site Plan Sheet 1 of 1

EXHIBIT B-1
LEGAL DESCRIPTION OF DEVELOPER TRACT

Lots 2, 3, 5, 6, and 7, 300 West Town Center Subdivision, Salt Lake County, Utah according to the official plat thereof, recorded October 14, 2009, as Entry No. 10816796, in Book 9770 of Plats at Page 7326.