

Exclusivity Agreement

Document Number

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SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

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Recording Area

Name and Return Address

Cabela's Retail, Inc.
Attn: Shannon Tittam
One Cabela Drive
Sydney, NE 69160

Parcel Identification Number (PIN)

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(Space Above For Recorder's Use)

EXCLUSIVITY AGREEMENT

This Exclusivity Agreement ("Agreement") is made as of the 28 day of June, 2007 by and between Cabela's Retail, Inc., a Nebraska corporation ("Developer") and Yahr Family, LLC, a Wisconsin limited liability company ("Owner").

RECITALS

WHEREAS, Developer is the owner of certain real property located in the Town of Polk, Washington County, Wisconsin, as legally described on Exhibit A (the "Development");

WHEREAS, Developer has agreed to sell to Owner approximately 4.41 acres of the Development, as legally described on Exhibit B attached hereto (the "Property") pursuant to that certain Real Estate Purchase and Sale Agreement dated as of October 31, 2006; and

WHEREAS, as a condition to purchasing the Property, Owner requires assurances from Developer that for so long as Owner operates a retail gas station and/or convenience store business that primarily sells gasoline and/or convenience-type grocery items ("Owner's Exclusive Use") on the Property, no other portion of the Development shall be used for Owner's Exclusive Use. However, Owner's Exclusive Use shall not exclude other portions of the Development from the sale of grocery products.

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Owner hereby agree as follows:

1. Exclusive. Upon completion of the construction of improvements on the Property, so long as Owner shall be continuously occupying the Property and operating under Owner's Exclusive Use, then (i) Developer will not lease, sublease or otherwise operate, or permit the operation of, any portion of the Development for use as Owner's Exclusive Use, and (ii) no subsequent owner or occupant of any portion of the Development shall use its premises for Owner's Exclusive Use. In the event any tenant, owner or other occupant of premises within the Development not otherwise excluded from the provisions of this Section uses its premises in violation of Owner's Exclusive Use (each, a "Violator"), Developer agrees that Owner shall have the right to seek Relief (hereinafter defined) for the actions of the Violator, in which event, Developer agrees to execute any and all documents and take all actions reasonably necessary for Owner to seek Relief against the Violator. The term "Relief" shall mean a temporary restraining order, preliminary or permanent injunction, order of eviction or other court order enjoining the Violator from using the Development or any portion thereof in violation of Owner's Exclusive Use, it being agreed that in the event of a violation of Owner's Exclusive Use, Owner will have no

adequate remedy at law. In the event a court of competent jurisdiction determines that Owner does not have standing to seek Relief against the Violator for violations of Owner's Exclusive Use, Developer agrees to promptly seek Relief against the Violator.

2. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. The restrictions contained herein constitute covenants running with the land which shall bind subsequent owners and uses of the Development.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

4. Enforcement. In the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts when taken together shall constitute but one Agreement.

[signatures to begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Yahr Family, LLC, a Wisconsin limited liability company.

By: Steven L. Yahr
Name: Steven L. Yahr
Title: member

Cabela's Retail, Inc., a Nebraska corporation

By: Michael Cullinan
Name: Michael Cullinan
Title: CEO

REVIEWED/APPROVED
CABELA'S LEGAL DEPT. *JK*

STATE OF Wisconsin)
)ss
COUNTY OF Washington)

On this 28th day of June, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared STEVEN L. YARR, the Member of YAHR FAMILY, LLC, a Wisconsin limited liability company, and that said person executed the foregoing instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.

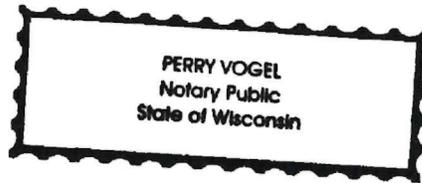


Notary Public

My Commission Expires: 12-28-2008

Perry A. Vogel

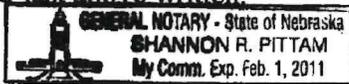
Printed Name



STATE OF NEBRASKA)
)ss
COUNTY OF CHEYENNE)

On this 27th day of June, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael Callahan, the SR Vice President of CABELA'S RETAIL, INC., a Nebraska corporation, and that person executed the foregoing instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.



Notary Public

My Commission Expires: 2-1-2011

Shannon R. Pittam

Printed Name

Exhibit A
(Development)

SITUATED ON CABELA WAY IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN

BEING PART VACATED PIONEER ROAD AND LANDS IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWN 10 NORTH, RANGE 19 EAST, IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36; NORTH 89°06'32" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 SECTION 728.31 FEET TO A POINT ON THE EAST LINE OF CABELA WAY AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTHWESTERLY 137.92 FEET ALONG SAID EAST LINE AND THE ARC OF CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 950.00 AND WHOSE CHORD BEARS NORTH 03°25'12" WEST 137.80 FEET TO A POINT; THENCE NORTHWESTERLY 397.50 FEET ALONG SAID EAST LINE AND THE ARC OF CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 2050.00 AND WHOSE CHORD BEARS NORTH 04°48'57" WEST 396.87 FEET TO A POINT; THENCE NORTH 10°22'14" WEST ALONG SAID EAST LINE 454.37 FEET TO A POINT ON THE SOUTH LINE OF STATE TRUNK HIGHWAY 145; THENCE NORTHEASTERLY 248.11 FEET ALONG SAID SOUTH LINE AND ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH WHOSE RADIUS IS 1739.86 AND WHOSE CHORD BEARS NORTH 85°10'09" EAST 245.91 FEET TO A POINT; THENCE SOUTH 82°50'02" EAST ALONG SAID SOUTH LINE 214.02 FEET TO A POINT ON THE WEST LINE OF US HIGHWAY 45; THENCE SOUTH 14°48'57" EAST ALONG SAID WEST LINE 997.85 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE SOUTH 89°06'32" WEST ALONG SAID SOUTH LINE 586.73 FEET TO THE POINT OF BEGINNING. CONTAINING 499,550 SQUARE FEET OR 11.4631 ACRES.

SEPTEMBER 18, 2003

CABELA'S INC

SURVEY NO. 153293-GRB

SITUATED ON CABELA WAY IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN

BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36 TOWN 10 NORTH, RANGE 19 EAST, IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 SECTION 36; THENCE NORTH 89°06'32" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 SECTION 86.00 FEET TO A POINT; THENCE NORTH 01°23'21" WEST 24.75 FEET TO A POINT ON THE EAST LINE OF WAYFIELD ROAD AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE CONTINUING NORTH 01°23'21" WEST ALONG SAID EAST LINE 781.90 FEET TO A POINT ON THE SOUTH LINE OF STATE TRUNK HIGHWAY 145; THENCE NORTHEASTERLY 490.80 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST WHOSE RADIUS IS 1789.88 FEET AND WHOSE CHORD BEARS NORTH 70°10'34" EAST 489.07 FEET TO A POINT ON THE WEST LINE OF CABELA WAY; THENCE SOUTH 10°22'14" EAST ALONG SAID WEST LINE 454.37 FEET TO A POINT; THENCE SOUTHEASTERLY 378.10 FEET ALONG SAID WEST LINE AND ALONG THE ARC OF CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 1950.00 AND WHOSE CHORD BEARS SOUTH 04°48'57" EAST 377.51 FEET TO A POINT; THENCE SOUTHEASTERLY 115.83 FEET ALONG SAID WEST LINE AND THE ARC OF CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 1050.00 FEET AND WHOSE CHORD BEARS SOUTH 02°25'20" EAST 115.80 FEET TO A POINT ON THE NORTH LINE OF PIONEER ROAD; THENCE SOUTH 89°06'32" WEST ALONG SAID NORTH LINE 559.58 FEET TO THE POINT OF BEGINNING. CONTAINING 465,059 SQUARE FEET OR 10.6783 ACRES

SEPTEMBER 18, 2003

CABELA'S INC

SURVEY NO. 163292-GRB

SITUATED ON MAYFIELD ROAD IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 10 NORTH, RANGE 19 EAST, IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 01°23'21" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED THENCE SOUTH 89°11'22" WEST 200.02 FEET TO A POINT ON THE EAST LINE OF US HIGHWAY 41; THENCE NORTH 22°10'10" WEST ALONG SAID EAST LINE 542.39 FEET TO A POINT ON THE SOUTH LINE OF STATE TRUNK HIGHWAY 145; THENCE NORTH 60°09'4" EAST ALONG SAID SOUTH LINE 446.35 FEET TO A POINT ON THE WEST LINE ON MAYFIELD ROAD; THENCE SOUTH 01°23'21" EAST ALONG SAID WEST LINE 721.76 FEET TO THE POINT OF THE BEGINNING. CONTAINING 192 148 SQUARE FEET OR 4.4111 ACRES.

SEPTEMBER 12, 2008

CABELA'S INC.

SURVEY NO. 163281-GRB

Exhibit B
(Property)

SITUATED ON MAYFIELD ROAD IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWN 10 NORTH RANGE 19 EAST, IN THE TOWN OF POLK, WASHINGTON COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 36; THENCE NORTH 01°23'21" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED THENCE SOUTH 89°11'22" WEST 200.02 FEET TO A POINT ON THE EAST LINE OF US HIGHWAY 41; THENCE NORTH 22°10'10" WEST ALONG SAID EAST LINE 542.38 FEET TO A POINT ON THE SOUTH LINE OF STATE TRUNK HIGHWAY 145; THENCE NORTH 60°09'41" EAST ALONG SAID SOUTH LINE 448.35 FEET TO A POINT ON THE WEST LINE ON MAYFIELD ROAD; THENCE SOUTH 01°23'21" EAST ALONG SAID WEST LINE 721.76 FEET TO THE POINT OF THE BEGINNING. CONTAINING 192.148 SQUARE FEET OR 4.4111 ACRES.

SEPTEMBER 18, 2006

CABELA'S INC.

SURVEY NO. 163281-GRB