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SITE IMPROVEMENTS MANAGEMENT AGREEMENT

THIS SITE IMPROVEMENTS MANAGEMENT AGREEMENT (the "Agreement") is dated as of July 1, 2006, by and between Cabela's Retail, Inc., a Nebraska corporation ("Cabela's") and the City of Glendale, Arizona (the "City").

WITNESSETH:

WHEREAS, Cabela's has constructed an approximately 160,000 square foot building (the "Retail Center") and related infrastructure (the "Site Improvements") in the City of Glendale, Maricopa County, State of Arizona;

WHEREAS, the City and Cabela's have entered into a Development Agreement, dated as of September 1, 2005 (the "Development Agreement"), recorded on September 8, 2005 with the Maricopa County Recorder as document number 05-1436246 and a Ground Lease, dated as of December, 2005 (the "Ground Lease"), recorded on December 12, 2005 with the Maricopa County Recorder as document number 05-1929867 each setting forth the respective parties duties and obligations with respect to the Retail Center and the Site Improvements; and

WHEREAS, this Agreement satisfies the requirement of Section 3.6(e) of the Development Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth in this Agreement, the parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Accrued Management Compensation" shall have the meaning given thereto in Section 8 hereof.

"Closing" shall have the meaning given thereto in Section 4 hereof.

"Legal Requirements" shall have the meaning given thereto in Section 2 hereof.

"Management Compensation" shall have the meaning given thereto in Section 3 hereof.

"Site Improvements" means the Site Improvements described in the Development Agreement.

"Purchase Price" shall have the meaning given thereto in Section 4 hereof.

"Retail Center" means the Cabela's retail store defined in the Development Agreement.

2. Duties of Cabela's. Pursuant to the Development Agreement and the Ground Lease, Cabela's shall be responsible for managing the Site Improvements with the same degree and skill as employed by other managers of comparable facilities in compliance in all material respects with all rules, regulations and policies of all applicable governmental and administrative laws, statutes, ordinances, licenses, rules, regulations and like requirements (collectively, the

"Legal Requirements"). In order to carry out its responsibilities as set forth in this Agreement, Cabela's is specifically authorized, but not limited, to perform the following duties:

a. Cabela's will cause the Site Improvements to be maintained and repaired in accordance with all applicable Legal Requirements, including but not limited to cleaning, painting, decorating, plumbing, carpentry, grounds care, and other maintenance and repair work as may be deemed reasonably necessary. Cabela's is authorized to purchase all materials, equipment, tools, appliances, supplies and services reasonably necessary for the proper maintenance and repair of all areas of the Site Improvements during the term of this Agreement. Except as otherwise expressly set forth in Section 3, Cabela's shall be required to expend its own funds for all purposes hereunder and in connection herewith.

b. Cabela's shall at all times keep and maintain full, true and accurate books of accounts to fully reflect all expenditures made for the benefit of the Site Improvements under this Agreement, which books and records shall be open to inspection by authorized representatives of the City at all reasonable times during the term of this Agreement and for as long as necessary in case of termination hereof and in such detail and for such time periods as may be required by all applicable Legal Requirements.

c. The Site Improvements shall be open to the public without charge at the same time as the Retail Center is open to the public for business. As provided in Section 4.1(i) of the Ground Lease, the City may use the parking area of the Site Improvements during non-store hours, provided that such use shall not interfere with the operations of the Retail Center and no overnight use shall be permitted.

d. Cabela's shall employ such persons, consultants and agents as shall be necessary to maintain the Site Improvements in a condition substantially equivalent to the condition of similar property owned or operated by Cabela's in Dundee, Michigan and Kansas City, Kansas. All employees who perform work with respect to the Site Improvements shall be employees solely of Cabela's and under no circumstances shall such persons be employees of the City. All such personnel will be hired, supervised and discharged by Cabela's. Cabela's shall accept full and exclusive responsibility and liability for computing and paying all federal and state payroll taxes and for contributions for unemployment insurance, Social Security (FICA) and other benefits imposed or assessed under any provision of any law or regulation, federal or state, and which are measured by salaries, wages or other remuneration paid or payable to such employees engaged in any work in connection with the Site Improvements, this Agreement or incidental thereto. Cabela's agrees to save the City harmless from all claims for penalties, interests or costs which may be made or assessed under any law or any rules or regulations thereunder with respect to employees working at or in connection with the Site Improvements.

e. Cabela's shall perform its duties in accordance with all terms and conditions set forth in this Agreement.

3. Compensation for Cabela's. In exchange for performing the duties set forth in this Agreement, Cabela's shall be entitled to its actual costs and expenses arising out of the operation, maintenance and repair of the Site Improvements, including the personnel costs associated therewith (the "Management Compensation"). The Management Compensation shall be deferred as provided in Section 3.6 of the Development Agreement and shall, at the end of each fiscal year ended June 30, accrue annual compounded interest at a fixed rate equal to the bond yield set forth in Form 8038-G related to the most recent tax-exempt general obligation bonds issued by the City. The amount at any particular time of all such accrued Management Compensation and interest thereon shall be referred to herein as the "Accrued Management Compensation." Cabela's agrees to provide the City by July 15 of each year a statement showing the amount of (i) Management Compensation and (ii) Accrued management Compensation due Cabela's at the end of each fiscal year ended June 30 immediately preceding such July 15.

4. Purchase Option for Property and Site Improvements: Purchase Price. Pursuant to Section 3.6(f) of the Development Agreement, Cabela's has the option to purchase the Property (as defined in the Development Agreement) and the Site Improvements. The date on which Cabela's exercises its option to purchase is the "Option Date." The Purchase Price shall be the fair market value ("FMV") of the Property and the Site Improvements. The following is intended to set forth the basis of determining FMV. The FMV shall be determined by a "qualified appraiser" (as defined below) mutually agreed upon by Cabela's and the City; provided, however, if the parties do not agree as to the identify of the qualified appraiser within thirty (30) days after Cabela's exercises its option to purchase, then each party shall choose a qualified appraiser to determine the FMV and each qualified appraiser shall submit their determination of FMV to the other (together with the information forming the basis for such determination) within seventy-five (75) days after the Option Date. Each party will pay all fees for the qualified appraiser that it hires. In the event that each party hires a qualified appraiser, and the appraisers cannot agree upon a FMV within fifteen (15) days after they exchange information, then the two (2) qualified appraisers shall jointly select a third qualified appraiser. Within thirty (30) days after the appointment of the third qualified appraiser, the third qualified appraiser shall select one of the two initially submitted appraisals as the FMV and such selection shall be binding upon the parties. The fee of any third qualified appraiser shall be paid by the party whose determination of FMV was not selected by the third qualified appraiser. For purposes of this Agreement, the term "qualified appraiser" shall mean an appraiser who is independent, licensed and has at least ten (10) years experience appraising commercial properties in the State of Arizona.

The Purchase Price shall be subject to any adjustments and prorations as are customary in a transfer of goods, and Cabela's shall be allowed to take as a credit against the Purchase Price in an amount equal to the Accrued Management Compensation. In the event that the Accrued Management Compensation exceeds the Purchase Price, Cabela's shall waive any requirement for the City to pay any such excess amounts to Cabela's. The option notice shall specify the closing date for such purchase (the "Closing") and contain Cabela's calculation of the Accrued Management Compensation. At the Closing, the City shall convey the Property and Site Improvements to Cabela's or its assigns by special warranty deed and bill of sale.

5. Term of Agreement. This Agreement shall terminate upon the sale of the Property

and Site Improvements to Cabela's in accordance with Section 4 of this Agreement.

6. Indemnification.

The provisions of the Ground Lease shall govern indemnification between the City and Cabela's.

7. Notices. Any notice which either party may desire to give to the other or which may be required under the terms hereof shall be sufficient if delivered personally, or if sent by United States mail, postage prepaid and registered or certified, return receipt requested, addressed as follows:

If to the City:

City of Glendale, Arizona
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: Chief Financial Officer and City Attorney

If to Cabela's:

Cabela's Retail, Inc.
One Cabela Drive
Sidney, Nebraska 69160
Attention: Kevin Rhodes

With a copy to:

Kent T. Kelsey
Associate Corporate Counsel
Cabela's Incorporated
One Cabela Drive
Sidney, NE 69160
(308) 255-2907

or such other address as may be furnished in writing as aforesaid. The date of giving any such notice or demand shall be (i) the date of personal delivery, if service is so effected, or (ii) the date three business days after the same is deposited in the United States mail as provided above.

8. Assignment. Cabela's may not assign its rights, duties and obligations under this Agreement without the prior written consent of the City. No permitted assignment under this Section 8 shall relieve the assignor of its duties and obligations under this Agreement prior to such assignment. Subject to the foregoing, this Agreement and every provision hereof shall bind, apply to and inure to the benefit of the parties hereto and their respective permitted successors

and assigns.

9. Miscellaneous.

a. This Agreement shall inure to the benefit of and constitute a binding obligation upon the parties hereto and their respective permitted successors and assigns.

b. This Agreement constitutes the entire agreement between the City and Cabela's with respect to the management and operation of the Site Improvements, and no change will be valid unless made by supplemental written agreement, executed and approved by the proper parties.

c. If any term, provision or condition contained in this Agreement shall, in any extent, be held to be invalid, illegal or unenforceable in any respect, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

d. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

e. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

f. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

g. To the extent applicable, the provisions of Arizona Revised Statutes §38-511 are incorporated herein by reference.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned hereby sign, and each acknowledge that he/she/it is duly authorized to sign this Agreement on the date first above written.

THE CITY OF GLENDALE, ARIZONA

By _____

Date of execution:

CABELA'S RETAIL, INC.
a Nebraska corporation

By 
Sr. Vice President

Date of Execution: 7-25-07

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

IN WITNESS WHEREOF, the undersigned hereby sign, and each acknowledge that he/she/it is duly authorized to sign this Agreement on the date first above written.

THE CITY OF GLENDALE, ARIZONA

Date of execution: *July 25, 2007*

By *Raymond H Shum*
CHIEF FINANCIAL OFFICER/
FINANCE DIRECTOR

CABELA'S RETAIL, INC.
a Nebraska corporation

By _____

Date of Execution:

Approved as to form:

Craig Tindall

Craig Tindall
City Attorney

ATTEST:
[Signature]

City Clerk