

Prepared by and after
Recording return to:

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08-500-0001 08-552-0201
08-486-0107
08-486-0103
08-486-0102
08-060-0045
08-060-0046

RESTRICTION AGREEMENT

11-57966

This Restriction Agreement (this "Agreement") is made as of MAY 4, 2015, by and between Farmington Square, LLC, a Utah limited liability company, having an address at 1200 W. Red Barn Lane, Farmington, UT 84025 ("**Declarant**"), and Cabela's Wholesale, Inc., a Nebraska corporation, having an address at One Cabela Drive, Sidney, NE 69160 ("**Cabela's**").

Recitals:

A. Declarant is the owner of certain real property located in Davis County, Utah, which real property is more particularly described on Exhibit A attached hereto and made a part hereof (the "**Restricted Property**").

B. Cabela's is the owner of certain real property located in Davis County, Utah, which real property is more particularly described on Exhibit B attached hereto and made a part hereof (the "**Cabela's Parcel**").

C. Declarant desires, in part, for the benefit of Cabela's, to restrict the Restricted Property as set forth herein.

Now therefore, in consideration of the covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. No portion of the Restricted Property shall be used for any of the following:

- a. the operation of a retail store selling any of the following: taxidermy products, boating products, fishing products including fly fishing products, camping products, hunting products and services, firearms, ammunition, knives, hunting related optics and/or archery products, or, so long as there is an archery range in the store, the operation of an archery range (collectively, the "**Core Products**"); or as a store operated by or under any of the following trade names (or any affiliate or variation thereof) or any trade name which prominently features one of the following trade names (or any affiliate or variation thereof): Academy Sports & Outdoors, Bass Pro Shop, Blaine's Farm & Fleet, Scheels, Dick's, Gander Mountain, Overton's, Field and Stream, West Marine, Sierra Trading Post, Orvis, Boater's World, Mills Fleet Farm, Fisherman's Marine and Outdoor, REI, Sportsman's Warehouse or Wholesale Sports, The Sports Authority, or MCSports (each, a "**Prohibited Occupant**").
 - b. The foregoing restriction, however, shall not prohibit any retail occupant (other than a Prohibited Occupant) on the Restricted Property from using the lesser of (i) up to ten percent (10%) of the total sales floor area of its store(s), or (ii) up to ten thousand (10,000) square feet of the total sales floor area of its store if such store is in excess of eighty thousand (80,000) square feet for the sale, display, leasing or operation of any of the Core Products.
2. The terms and conditions of this Agreement shall run with the land and be binding upon the Restricted Property, Declarant, Declarant's successors and assigns, and subsequent owners of the Restricted Property (and any portion thereof), and shall run to the benefit of the Cabela's Parcel, Cabela's, Cabela's successors and assigns, and subsequent owners of the Cabela's Parcel. Furthermore, each tenant and/or other occupant of any portion of the Restricted Property shall be bound by and obligated to comply with the terms and conditions of this Agreement. Declarant shall be entitled to enforce the terms and conditions of this Agreement by any action(s) at law or in equity, including but not limited to injunctive relief. Cabela's shall have the right to enforce the terms and conditions of this Agreement by any action(s) at law or in equity, including but not limited to injunctive relief. If any party violates the terms of this Agreement, then such party shall indemnify, reimburse, defend and hold harmless Cabela's from and against any and all costs and expenses that Cabela's incurs as a result thereof, including but not limited to reasonable attorneys' fees and court costs incurred in connection with enforcing this Agreement. It is expressly acknowledged that this Agreement may be enforced by Cabela's by injunctive or other special equitable remedies, it being further acknowledged that monetary damages will likely not adequately compensate Cabela's in the event of any violation of this Agreement.
 3. This Agreement shall not be changed, modified, released or terminated, except by an instrument executed by Declarant and Cabela's. Cabela's may withhold its consent to any such instrument in its sole and absolute discretion.
 4. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement may be executed and delivered in counterparts and assembled to form one and the same Agreement. The Recitals set forth above are true and accurate, and

form a material part hereof. Declarant represents and warrants unto Cabela's that this Agreement is supported by sufficient consideration.

[Rest of this page intentionally left blank; signature on next page.]

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The parties have executed this Restriction Agreement as of the day and year first above written.

DECLARANT:

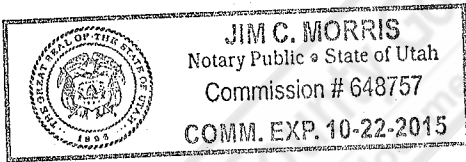
FARMINGTON SQUARE, LLC,
a Utah limited liability company

By: [Signature]
Name: Richard A. Haws
Its: Manager

STATE OF UTAH)
) ss.
County of DAVIS)

On this ^{4TH} day of MAY, 2015, before me JIM C. MORRIS, personally appeared RICHARD A. HAWS, known or identified to me (or proved to me on the oath of _____) to be the MANAGER of Farmington Square, LLC, a Utah limited liability company, and acknowledged to me that he/she executed the within instrument on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]
Notary Public

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The parties have executed this Restriction Agreement as of the day and year first above written.

CABELA'S:

CABELA'S WHOLESALE, INC.,
a Nebraska corporation

By: [Signature]
Name: Ralph Castner
Its: EVP/CFO

REVIEWED/APPROVED
CABELA'S LEGAL DEPT.

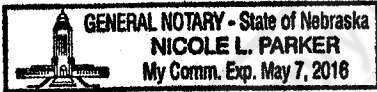
[Signature]

STATE OF Nebraska
County of Cheyenne) ss.

On this 1st day of May, 2015, before me Nicole L. Parker, personally appeared Ralph Castner, known or identified to me (or proved to me on the oath of Ralph Castner) to be the EVP/CFO of Cabela's Wholesale, Inc., a Nebraska corporation, and acknowledged to me that he/she executed the within instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nicole L. Parker
Notary Public



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EXHIBIT A

RESTRICTED PROPERTY

The following property located in Davis County, Utah:

Serial Number: 08-500-0001 - Search Again

ALL OF PARCEL E, PARK LANE COMMONS PARCELS E AMENDED AND H. CONT. 9.98900 ACRES

AND:

Serial Number: 08-486-0107 - Search Again

ALL OF PARCEL F, PARK LANE COMMONS. CONT. 0.26700 ACRES.

AND:

Serial Number: 08-486-0103 - Search Again

ALL OF PARCEL B, PARK LANE COMMONS. CONT. 3.00400 ACRES.

AND:

Serial Number: 08-486-0102 - Search Again

ALL OF PARCEL A, PARK LANE COMMONS. CONT. 0.68700 ACRES.

AND:

Serial Number: 08-060-0045 - Search Again

BEG IN THE N LINE OF BURKE LANE AT THE SW COR OF LOT 1, BLK 34, BC PLAT, FARMINGTON TS SURVEY; & RUN TH N 40.0 RODS; TH E 35.50 RODS, M/L, TO THE WLY LINE OF A RR R/W & THE POB OF PPTY CONV IN QC DEED RECORDED 12/31/2014 AS E# 2841631 BK 6174 PG 1030 & IN CORRECTIVE QC DEED RECORDED 01/14/2015 AS E# 2843378 BK 6183 PG 335; TH ALG THE W LINE OF SD PPTY THE FOLLOWING FOUR COURSES: S 36°25'48" W 26.84 FT & S 00°20'03" E 221.34 FT & S 89°39'57" W 30.12 FT & S 00°20'03" E 432.89 FT TO THE N LINE OF SD LANE; TH W 609.58 FT, M/L, TO THE POB. CONT. 9.409 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

AND:

Serial Number: 08-060-0046 - Search Again

A PART OF LOT 1 & LOT 20, BLK 34 OF BC PLAT, FARMINGTON TS SURVEY; BEG AT A PT ON THE WLY LINE OF A UPRR R/W BEING 2168.98 FT N 00°00'21" WALG THE SEC LINE & 766.83 FT N 89°59'39" W FR THE SE COR OF SEC 14-T3N-R1W, SLB&M; & RUN TH THE FOLLOWING TWO (2) COURSES ALG SD WLY R/W LINE: (1) S 53°34'12" E 140.68 FT & (2) S 50°36'18" E 760.80 FT; TH S 00°00'26" W 104.84 FT TO THE N R/W LINE OF RED BARN LANE; TH N 89°41'17" W 743.42 FT ALG SD N R/W LINE; TH N 00°20'03" W 432.89 FT; TH N 89°39'57" E 30.12 FT; TH N 00°20'03" W 221.34 FT; TH N 36°25'48" E 26.84 FT TO THE POB. CONT. 6.781 ACRES (CORRECTIONS MADE FOR TAXING PURPOSES.)

[End of Exhibit A]

EXHIBIT B

CABELA'S PARCEL

All of Lot 201, Park Lane Commons – Phase 2, according to the official plat thereof, recorded April 29, 2015, as Entry No 2863550, in the office of the county recorder of Davis County, Utah.

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