

## **FIRST AMENDMENT**

This Amendment is entered into by and between the City of Rapid City, a South Dakota Municipal Corporation (hereafter "City") and Cabela's Retail, Inc., a Nebraska corporation (hereafter "Cabela's").

WHEREAS, the City and Cabela's entered into an agreement to bring a Cabela's retail store to the City of Rapid City; and

WHEREAS, that agreement contemplated that Cabela's would provide space within its building to house the Black Hills Visitor Information Center; and

WHEREAS, the City as a part of the agreements agreed to transfer certain land to Cabela's; and

WHEREAS, Cabela's has agreed to allow the Visitor Information Center to remain at its current location and to transfer that portion of the land that the Visitor Information Center occupies back to the City of Rapid City.

NOW, THEREFORE BE IT AGREED by the parties as follows:

1. This Amendment modifies an agreement between the City and Cabela's approved by the Rapid City Common Council on June 18, 2007, attached hereto as "Exhibit A" and hereafter referred to as "the Original Agreement."
2. This Amendment additionally modifies a lease between the City and Cabela's also approved by the Rapid City Common Council on June 18, 2007, attached hereto as "Exhibit B" and hereafter referred to as "the Lease".
3. Unless specifically modified by this Amendment, all terms and conditions of the Original Agreement between the City and Cabela's remain in full force and effect and are binding upon the parties.
4. Paragraphs 3 and 4 of the Original Agreement are deleted in their entirety.
5. The Lease between the City and Cabela's is hereby rescinded by the mutual consent of the parties and is null and void and of no further effect.
6. Cabela's agrees that within one hundred and twenty (120) days of receiving ownership of the land contemplated to be transferred under the Original Agreement that it will plat off the Visitor Information Center property as generally depicted on "Exhibit C" attached hereto (the "VIC Property") and transfer the same to the City of Rapid City. The VIC Property will be subject to a reciprocal easement agreement ("OREA")

providing for shared parking and access benefiting the Visitor Information Center. The OREA will provide that maintenance of the parking areas will be provided in conjunction with the balance of the development, and the owner of the VIC Property will pay a proportionate share of the maintenance thereof. The Consideration paid to Cabela's for completing the platting process and transferring the land to the City shall be One Dollar (\$1.00).

7. The VIC Property will be subject to a use restriction that will limit the use for the VIC Property to that of a visitor information and tourism information center.
8. Cabela's agrees to pay all costs associated with platting off the portion of the property for the VIC Property that will be deeded back to the City.
9. The first sentence of paragraph 8 of the Original Agreement is amended to read as follows:

Cabela's agrees that, if Cabela's closes the retail store within 30 years of the date of opening, Cabela's will not relocate the retail store within a 150 mile radius of the Rapid City store.

The balance of paragraph 8 of the Original Agreement shall remain in full force and effect.

10. Cabela's agrees that upon the sale of any portion of the land that Cabela's receives under its various agreements with the City Cabela's shall donate 5% of the proceeds to the City of Rapid City to be used for outdoor recreational purposes.

(signatures on following page)



State of Nebraska    )  
                                  SS.  
County of Cheyenne  )

On this the \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Cabela's Retail, Inc., and that, as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, Nebraska

My Commission Expires:

(SEAL)