

Developer shall take subject to Developer's approvals, lease provisions or agreements amending, modifying or adjusting a particular tenant's obligations hereunder, subsequent written agreements or releases of obligations hereunder, individual written agreements with a Lot Owner, or other written agreements or written discretionary approvals or consents of Developer permitted by this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto, including Scheels, their respective heirs, representatives, lessees, successors, and assigns. The singular number includes the plural, and the masculine gender includes the feminine and neuter.

18. **Non Merger.** This Agreement shall not be subject to the doctrine of merger.

19. **Term.** This Agreement and each term, easement, covenant, restriction and undertaking of this Agreement shall be effective as of the date hereof and will remain in effect for a term (the "**Initial Term**") of nine-two (92) years (the "**Expiration Date**"). Notwithstanding the foregoing, this Agreement shall be automatically extended for successive terms of ten (10) years each unless, on or before the expiration of the Initial Term or any subsequent term of ten (10) years, one hundred percent (100%) of the then Lot Owners and the holders of all notes secured by mortgages encumbering any of the Lots, or any part thereof, shall duly execute and file in the office of the Register of Deeds of the County in which the Shopping Center is located, a declaration wherein said owners and noteholders shall agree that said covenants, restrictions, rights and privileges shall be amended, modified or terminated in whole or in part. Except as otherwise provided herein including without limitation, Paragraph 17, any amendment or modification to this Agreement shall require the written consent of Developer, Scheels and the owner(s) of any Lot(s) affected by such amendment or modification. Upon such unanimous consent, said covenants, restrictions, rights and privileges may be so amended, modified or terminated as the parties may so agree.

20. **Rules and Regulations.** Developer may establish reasonable rules and regulations applicable to the Common Areas (the "**Rules and Regulations**"). Developer hereby initially adopts the Rules and Regulations in the form of **Exhibit F** attached hereto, and which may be revised from time to time by Developer at its sole reasonable discretion; provided, however, that any modification to such rules and regulations which materially affects Scheels must first be approved by Scheels. Developer shall make reasonable efforts to enforce all of such rules and regulations against all Permittees.

21. **Name of Shopping Center.** Developer shall have the right at any time to change the name of the Shopping Center upon no less than ninety (90) days advance written notice to Scheels.

22. **Other Tenancies.** Subject to the terms of this Agreement, including all exhibits hereto, and subject to all applicable laws, codes and ordinances, Developer reserves the right to effect such tenancies in the Developer Property or upon any Lot owned by Developer as Developer in the exercise of its sole business judgment.

23. **Developer Exculpation.** It is expressly understood and agreed that notwithstanding anything in this Agreement to the contrary, and notwithstanding any applicable law to the contrary, the liability of Developer hereunder (including any successor Developer hereunder) with respect to monetary damages arising hereunder and any recourse by any Lot Owner against Developer with respect to monetary damages arising hereunder shall be limited solely and exclusively to the interest of Developer in and to the Developer Property and Developer's interest in and to the Lots, and the rents, proceeds and profits therefrom, and neither Developer, nor any of its constituent partners, subpartners, members, managing members or agents, shall have any personal liability therefor, and each Lot Owner, on behalf of itself and all persons claiming by, through or under such Lot Owner, hereby expressly waives and releases Developer and such partners, subpartners, members, managing members or agents from any and all personal liability, except for claims caused by the negligence or willful act of Developer.

24. **Notices.** All notices, approvals, consents, or requests given or made pursuant to this Agreement shall be in writing and either (i) sent by a nationally recognized overnight courier, (ii) personally delivered, or (iii) sent by registered or certified mail with the postage prepaid. Notices personally delivered shall be deemed delivered on the date of delivery. Notices via overnight courier shall be deemed delivered on the date following deposit with such courier and certified or registered mail shall be deemed delivered three (3) business days after deposit with the U.S. Mail, as applicable.