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STUART N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT ("**Supplemental Agreement**") is made and entered into as of the 8th day of April, 2003 by and between BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership (which is anticipating changing its name to: 168TH AND DODGE, L.P., a Nebraska Limited Partnership ("**Developer**") and SCHEELS ALL SPORTS, INC., a North Dakota corporation ("**Scheels**").

RECITALS:

A. Developer intends to develop, construct and operate a shopping center (the "**Shopping Center**") to be known as Village Pointe Shopping Center that is to be located in the City of Omaha, County of Douglas, State of Nebraska, legally described on attached Exhibit A-I and as depicted on the attached Exhibit A-II. Except as expressly stated herein to the contrary, the term "Developer" shall have the same meaning ascribed to it in the ECR (as such term is defined herein).

B. Developer and Scheels entered into that certain Ground Lease in connection with Scheels presence at the Shopping Center dated April 8, 2003 ("**Lease**") for the property as legally described in the attached Exhibit B-I and as depicted on the attached Exhibit B-II as Lot 3 (the "**Property**") and the Lease provides an option to purchase the Property as specified in the Lease (the "**Purchase Option**").

C. In connection with the development, construction and operation of the Shopping Center, Developer and Scheels are entering into that certain Declaration of Reciprocal Easements, Covenants and Restrictions ("**ECR**").

D. This Supplemental Agreement is entered into between the parties hereto and in accordance with the definition of "**Supplemental Agreement**" in the Lease for the purpose of setting forth certain agreements between Developer and Scheels not set forth in the Lease and ECR. The Supplemental Agreement shall be executed concurrently with the Lease and recorded in the Register of Deeds Office in Omaha, Douglas County, Nebraska, however, the Lease will control, unless and until fee title to the Property is conveyed to Scheels, pursuant to the terms of the Purchase Option. Once the Property is conveyed to Scheels and the Lease terminated, this Supplemental Agreement shall be the controlling instrument. Neither party shall have any obligations under this Supplemental Agreement unless and until title to the Property is conveyed to Scheels, pursuant to the terms of the Purchase Option. This Supplemental Agreement shall be filed of record immediately following the filing of the Memorandum of Lease and the ECR.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in the ECR and in this Supplemental Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Scheels hereby agree as follows:

ARTICLE 1
TERM

1. **Term.** The term of this Supplemental Agreement shall be coterminous with the ECR provided Scheels exercises the Purchase Option and closes on the purchase of the Property. In the event Scheels does not exercise its Purchase Option and close on the purchase of the Property within the time period specified in the Purchase Option (or by such later date as may be agreed upon by the parties), the parties hereto acknowledge that this Supplemental Agreement shall be null and void and of no affect on either party hereto,

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in which event, the parties further agree to execute a termination of this Supplemental Agreement and file same of record.

ARTICLE 2 **INTEGRATION OF LEASE**

2. INTEGRATION OF LEASE.

2.1. **Defined Terms.** Except as otherwise specifically provided herein, any initial capitalized term used in this Supplemental Agreement which is defined in the Lease shall have the meaning set forth in the Lease.

2.2. **Incorporated References.** Developer and Scheels agree that all references made in this Supplemental Agreement to a specific provision of the Lease (as such may be amended from time to time) are incorporated into this Supplemental Agreement by reference as fully and to the same extent as if stated in full, except as otherwise specifically provided herein. As between the parties hereto, any conflict between this Supplemental Agreement and the Lease shall be controlled by the Lease until such time as the Property is conveyed to Scheels at which point this Supplemental Agreement shall be the controlling instrument as specified above.

ARTICLE 3 **INTEGRATION OF ECR**

3. INTEGRATION OF ECR.

3.1. **Defined Terms.** Except as otherwise specifically provided herein, any initial capitalized term used in this Supplemental Agreement which is defined in the ECR shall have the meaning set forth in the ECR.

3.2. **Integrated Agreement.** The ECR and this Supplemental Agreement, in so far as the parties are concerned, are deemed to be a single integrated agreement and shall be construed as such so that a breach by either party of any of the terms, provisions, covenants or conditions of either the ECR or this Supplemental Agreement shall constitute a breach of both agreements entitling the non-defaulting party to exercise any or all of its remedies provided in the ECR or in this Supplemental Agreement.

3.3. **Incorporated References.** Developer and Scheels agree that the ECR and all references made in this Supplemental Agreement to specific provisions of the ECR (as such may be amended from time to time) are incorporated into this Supplemental Agreement by reference as fully and to the same extent as if stated in full, except as otherwise specifically provided herein. As between the parties hereto, any conflict between this Supplemental Agreement and the ECR shall be controlled by this Supplemental Agreement. The use of the phrase "notwithstanding anything to the contrary contained in the ECR" or similar phrases in this Supplemental Agreement shall imply, in provisions where such phrase is used in this Supplemental Agreement, that such provisions supersede any inconsistent or conflicting provisions in the ECR.

ARTICLE 4
SCHEELS CRITICAL AREA AND NO CHANGE AREA

4. **Scheels Critical Area and No Change Area.** Developer shall not make or permit any changes to the Common Areas or the public right-of-ways located within the "**No Change Area**" depicted on Exhibit A-II without Scheels' written consent except such changes as shall be reasonably necessary to complete routine maintenance and minor improvements or as may be required by Governmental Agencies (as hereinafter defined). Developer further agrees not to disturb or interfere with or permit the disturbance or interference with any portion of the Property or the "**Critical Area**" (as depicted on Exhibit A-II) during Developer's construction of the Shopping Center or otherwise except such changes (other than to the Building as such term is defined herein) as shall be reasonably necessary to complete routine maintenance and minor improvements including reconfiguration of the parking areas provided (i) no change is made in the No Change Area, except as set forth above, and (ii) such reconfigured portions of the parking areas remain parking areas and the number of stalls within such area remains greater than 4.5 per 1,000 square feet of GLA of the Building. For the purposes of this paragraph, "**Governmental Agencies**" shall mean any federal, state, county or city authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof.

ARTICLE 5
OBLIGATION TO OPEN
AND OPENING REQUIREMENTS

5. **Opening for Business and Co-Tenancy.**

5.1. **Open for Business.** Scheels, subject to the Events (as hereinafter defined), covenants and agrees (i) that Scheels shall initially open for business to the public under the trade name "Scheels" on or before the date Tenant would be required to be open under the terms of the Lease, and after such initial opening, subject to Events and to Section 5.2 and the other terms and conditions herein, Scheels (or the then Occupant(s) of Property) shall continuously and uninterruptedly keep the Building on the Property open for business during the Minimum Hours, as hereinafter defined, under only the Permitted Use and Trade Name for no less than ten (10) years (hereinafter the "**Operating Covenant**"). For the purpose of the foregoing, the term "**Events**" shall mean (a) interruption of business actually caused by casualty, condemnation or Force Majeure (as hereinafter defined), and/or (b) reasonable periods for periodic remodeling, repairs or maintenance. For the purposes of this Supplemental Agreement, the term "**Occupant(s)**" shall mean (a) a mortgagee who shall become the owner of the Property by reason of the foreclosure of a security instrument following a "bona fide" foreclosure action, subject to the last sentence of this Section 5.1, or (b) a permitted transferee under Section 16.2 of this Supplemental Agreement. The term "**bona fide**" shall mean a foreclosure that is not initiated for the purpose of circumventing the operating covenant contained in Section 5.1 hereof. On the first day of the eleventh (11th) year following the date Scheels (or the then Occupant(s) of the Property) first open for business, may, without the approval of Developer, elect to change its use and Scheels (or the then Occupant(s) of the Property) shall have the right to use the Property for any purpose not prohibited by the ECR and which is commonly

found in regional shopping centers reasonably similar in size, scope and tenant mix as the Shopping Center, and to use a trade name(s) commonly found in such regional shopping centers or other trade names with Developer's consent, not to be unreasonably withheld or delayed. Scheels acknowledges Scheels' (or the then Occupant(s)) failure to open on or before the required opening date set forth herein, or the closure of Scheels (or the then Occupant(s)) prior to the end of the tenth (10th) year following the date Scheels (or the then Occupant(s) of the Property) first open for business, will have a material adverse impact on Developer and the success of the Shopping Center. Scheels therefore agrees that, subject to Events and the Section 5.2 and the other terms and conditions of this Supplemental Agreement, in the event Scheels (or the then Occupant(s)) fails to timely open for business or closes to the public prior to the end of the tenth (10th) year following the date Scheels (or the then Occupant(s) of the Property) first opens for business, Scheels shall pay \$8,445.19 per month or \$281.51 per day until such time as Scheels (or the then Occupant(s) of the Property) so opens for business, or until the end of the tenth (10th) year following the date Scheels (or the then Occupant(s) of the Property) first open for business, if sooner. Except for the rights and remedies of Developer under the Buy Back Agreement as hereinafter defined, the remedy specified above in this Section 5.1 shall be Developer's sole remedy and shall operate as liquidated damages for Scheels failure to open or operate as required herein. The liquidated damages penalty specified above shall not apply nor accrue during any period during which Developer is in material default under any of the terms of this Supplemental Agreement or the ECR, and shall cease at such time as Developer acquires the Property under the Buy Back Agreement. During the Operating Covenant, Scheels' (or the then Occupant(s)) operating hours shall be, at a minimum, Monday through Thursday from 10:00 a.m. to 9:00 p.m., Friday and Saturday from 10:00 a.m. to 9:00 p.m., and on Sundays from 12:00 noon to 5:00 p.m., except Easter Sunday, Christmas Day, Thanksgiving Day or New Year's Day (the "**Minimum Hours**"). For the purposes of this Supplemental Agreement, "**BuyBack Agreement**" shall mean that certain Developer Acquisition Rights Agreement to be entered into by and between Developer and Scheels and filed of record at the Closing, in the event Scheels exercises the Purchase Option. Notwithstanding anything contained in this Supplemental Agreement to the contrary, neither the agreement of Scheels to open and operate nor the aforementioned liquidated damages penalty referenced above shall apply or accrue during any period that Scheels or the then owner of the Property is deprived of possession of the Property by reason of a failure to comply with the terms of any mortgage, deed of trust or sale and leaseback or sub-leaseback transaction involving the Property and no mortgagee or sale and leaseback or sub-leaseback lessor shall have any obligation to comply with any operating covenant or agreement to operate nor any liquidated or other damages for failure to so operate the Property.

5.1.1. For purposes of clarification, and notwithstanding anything contained or implied in this Supplemental Agreement to the contrary (but subject to the other terms of this Supplemental Agreement, the ECR and the Buy Back Agreement) Scheels may sell, convey, lease, sublease or otherwise transfer all or any portion of its interest in the Property to any entity and grant a mortgage, deed of trust or assignment in the nature of a

mortgage of its interest in the Property and/or this Supplemental Agreement and the ECR to any entity as collateral security for any construction loan or permanent or other financing provided the loan amount does not exceed 80% of the combined value of the land and the Building (as reasonably determined by Scheels), whether initially or in connection with any replacement or expansion thereof. The obligations required above and elsewhere in this Supplemental Agreement to open and operate may be satisfied by any of the aforementioned entities, in addition to Scheels All Sports, Inc.

5.2. **Opening Requirements.** Notwithstanding anything provided in Section 5.1 or the fact that Developer's delivery of the Property to Scheels has occurred, Scheels shall not be required to open for business or pay Operating Expenses or other charges referenced in this Supplemental Agreement (except Taxes if Scheels has purchased the Property pursuant to the Purchase Option), until such time as: (A) retail stores in the Shopping Center (as such term is defined in the Lease) having an aggregate of fifty percent (50%) of the total planned GLA (as the term "**GLA**" is defined herein) of the Shopping Center excluding (i) buildings S and T on Exhibit A-II and (ii) the "**Outlots**" (defined herein as OP1, OP4 and OP5, as may be later named) as such planned GLA is depicted in the configuration of the Shopping Center on the attached Exhibit A-II shall have opened for business or shall be in the process of opening for business approximately concurrently with Scheels (hereafter, the "**Co-Tenancy Opening Requirement**"), and (B) the Developer On-Premises Work, as defined in Exhibit D, and the S.I.D. Work, as reflected on Exhibit C, is substantially completed to the extent that Scheels may reasonably open and operate in the Property without material interference to Scheels' normal operations (which shall include opening with a temporary certificate of occupancy, if necessary) (hereafter, the "**Developer's Work Opening Requirement**") (collectively, the "**Opening Requirements**"). If Scheels elects in its sole discretion to open for business prior to the fulfillment of the Opening Requirements, then the Payment Commencement Date shall be deemed to have occurred on the date Scheels opens the Property for business and Scheels shall be required to pay such Operating Expenses and other charges, provided however that, Scheels shall not be required to remain open for business during the period from the date of any such opening until the fulfillment of the Opening Requirements. In the event Scheels closes, Scheels shall reopen within thirty (30) days after notice from Developer that the Opening Requirements have been fulfilled or Developer shall have the remedies detailed in Section 5.1. It shall be a condition of Scheels' exercise of the rights granted under this Section 5.2 that Scheels is not in material default beyond any applicable notice and cure period under any of the terms, covenants or conditions of this Supplemental Agreement at the time Scheels seeks to exercise its rights under this Section 5.2. The rights granted under this Section 5.2 are personal to Scheels All Sports, Inc., and shall not be assigned to nor inure to the benefit of any other party. If the Co-Tenancy Opening Requirement is not met for a consecutive period of one (1) year after the date which is 373 days following delivery of the Property to Scheels and provided that the Developer's Work Opening Requirement has been substantially completed, then, subject to Force Majeure, Scheels shall open, reopen or remain open for business in the Property on such date, whichever the case may be, and provided that the

Developer's Work Opening Requirement has been substantially completed, shall pay Operating Expenses and other charges; or Developer shall have the remedies detailed in Section 5.1 herein. With respect to the immediately preceding sentence, in the event that Scheels chooses to open for business and the Payment Commencement Date has not occurred, then the same shall be deemed to have occurred on the date Scheels opens the Property for business, subject to the terms of the immediately preceding sentence.

5.3. **Continuing Co-Tenancy.** From and after the date that Scheels is obligated to open set forth in Section 5.1 and 5.2, herein, Scheels shall have the following remedies in the event that less than 150,000 square feet of GLA in the Shopping Center (excluding the Property, the theater, if any, and the Outlots) (hereafter, the "**Continuing Co-Tenancy Stores**") is open, hereafter the "**Continuing Co-Tenancy Condition**". Subject to events of Force Majeure which prevent the Co-Tenancy Stores from operating (provided that in the context of this Section 5.3 "Force Majeure" shall only operate to (i) excuse the actual operation of the relevant tenants and thus the compliance with that tenants obligations under the lease, which failure to comply causes Developer to fail to maintain the Continuing Co-Tenancy Condition or (ii) excuse Developers non-compliance in the event of a catastrophic event, such as unusually adverse weather or other act of god or an act of war, terrorism or casualty); in the event that the Continuing Co-Tenancy Condition is not being met, then effective immediately thereafter, Scheels shall have the following rights:

5.3.1. **Alternative Operating Expense.** If the Continuing Co-Tenancy Condition is not met for a continuous period of one hundred eighty (180) days, Scheels shall remain continuously open for business (to the extent required under Section 5.1 herein and subject to Section 5.2 herein), but effective after receipt of notice to Developer, Scheels may offset monthly, against Operating Expenses, during only the period that the Continuing Co-Tenancy Condition is not being met, an amount equal to \$8,445.19 per month or \$281.51 per day of Scheels Operating Expense, but in no event in excess of 100% of the then current monthly Operating Expense (hereinafter the "**Alternative Operating Expense**"). It shall be a condition of Scheels' exercise of the rights granted under this Subsection that Scheels is not in default under any of the terms, covenants or conditions of this Supplemental Agreement or the ECR at the time Scheels seeks to exercise its rights to offset against the monthly Operating Expense payment(s); provided, however, that Scheels shall be entitled to such right at such time as Scheels cures such default(s).

5.3.2. **Change of Use Remedy.** If the Continuing Co-Tenancy Condition is not met for a consecutive period of one (1) year after the commencement of the Alternative Operating Expense, Scheels, as its sole and exclusive remedy (but without limitation of its other rights or remedies specified in this Supplemental Agreement or the ECR including, without limitation, the right to change the use of the Property as specified in Section 5.1 herein), shall have the right for a period of ninety (90) days after the expiration of the one (1) year period to provide written notice to Developer of its intent to change its Permitted Use to any use not prohibited by the ECR (the "**Change Of Use Remedy**"). In the event that Scheels (i) fails to timely provide such written notice to Developer, or (ii) thereafter, within one hundred eighty (180) days from such notice, fails to

exercise the Change of Use Remedy, Scheels shall be deemed to have waived any further right to Alternative Operating Expenses or the Change of Use Remedy and shall recommence paying full Operating Expenses.

ARTICLE 6 **SCHEELS' PERMITTED USE**

6. **Permitted Use and Trade Name.** The Property shall be used only for the retail sale of sporting goods and related items, and for services and goods customarily sold in the typical operation of Scheels' other stores under the Trade Name of "Scheels All Sports". However, Scheels or the then Occupant(s) of the Property shall have the right to change the Permitted Use and Trade Name after the expiration of the Operating Covenant as provided in Section 5.1 and as provided in 5.3.2 hereof. Subject to Section 8.2.4, notwithstanding any of the foregoing, without the express written consent of Developer, Scheels shall be permitted to use the basement space of the Building for storage and office uses as provided in Section 8.2.4.

ARTICLE 7 **COMMON AREAS**

7. **Common Areas.** Scheels shall have the non-exclusive right to use in common with other tenants in the Shopping Center, and subject to the ECR, those portions of the Shopping Center which are provided, from time to time, for use in common by Developer, Scheels and any other tenants of the Shopping Center, whether or not those areas are open to the general public (such areas, together with such other portions of the Shopping Center reasonably designated or changed by Developer are collectively referred to herein as the "**Common Areas**"). Developer shall keep, or cause to be kept, the Common Areas, including, without limitation, an affirmative obligation to repair, maintain and replace and perform the items outlined in Section 8.2.2 herein (e.g., utilities, utility systems, storm retention, detention basins, etc.), in good order, condition and repair, and in accordance with all applicable laws, codes, ordinances and regulations, including, without limitation, in accordance with the requirements of the ECR and this Supplemental Agreement. For purposes of clarification, notwithstanding that the ECR requires the Lot Owners (as such term is defined in the ECR) to maintain their respective tracts, Developer shall maintain the Common Areas as defined herein subject to reimbursement from Scheels to the extent provided for in this Supplemental Agreement. The payment and obligations provided for herein by Scheels shall be in lieu of and substitution of any payments or cost obligations Scheels as the owner of Lot 3 (or any subsequent owner of Lot 3) would otherwise incur as the owner of said property under the ECR for the maintenance of Common Areas of such Lot 3 or for the maintenance of any other portion of the Shopping Center by Developer, or any party, including, without limitation, any costs under Article 3 or Article 5 of the ECR. Scheels shall give Developer written notice of any necessary repairs required to be performed by Developer and Developer shall commence and complete such repairs as soon as is reasonably possible under the circumstances (and immediately in the event of an emergency) after having received notice. In an emergency Scheels may undertake immediate repairs which would be the Developer's responsibility and notify the Developer promptly after such repairs have been undertaken. If the Developer fails to perform its obligations within thirty (30) days from written notice to Developer (plus such additional reasonable time as is necessary if Developer is exercising due diligence), or if Scheels undertakes emergency repairs, Scheels may perform the repairs or maintenance and forward an invoice to Developer for the reasonable costs and expenses incurred in performing such repairs or maintenance, and Developer shall reimburse Scheels for the

8.2. Definitions of Key Terms Relating to the Operating Expense Charge

8.2.1. **Calendar Year.** As used in this Article, "**Calendar Year**" shall mean each calendar year in which any portion of the Term, from and after the Payment Commencement Date, falls, through and including the calendar year in which the Term expires.

8.2.2. **Operating Expenses.** "**Operating Expenses**" shall mean all expenses, costs and amounts of every kind and nature incurred or reserved during any Calendar Year because of or in connection with the management, maintenance, repair, replacement, restoration or operation of the Common Areas, or any portions thereof. Without limiting the generality of the foregoing, Operating Expenses shall specifically include any and all of the following: (i) the cost of supplying all utilities, the cost of operating, maintaining, repairing, renovating, complying with conservation measures in connection with, and managing the utility systems, mechanical systems, sanitary and storm drainage systems (including, but not limited to, any storm detention/retention basin serving the Shopping Center, whether on or off site), and the cost of supplies and equipment and maintenance and service contracts in connection therewith for the Common Areas; (ii) the cost of Common Area licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments which may affect Operating Expenses; (iii) the cost of landscaping, retaining walls, revamping, and all supplies, tools, equipment and materials used in the operation, repair and maintenance of the Common Areas, or any portion thereof; (iv) the cost of parking area maintenance, repair and restoration, including, but not limited to, sweeping, cleaning, resurfacing, repainting, restriping, and, when reasonably necessary, replacement and reasonable reserves in connection therewith which, for purposes of this Supplemental Agreement, shall include the maintenance and repair of any driveways or roads adjacent to the Shopping Center that, although public, may be maintained by Developer; (v) fees, charges and other costs, including consulting fees, legal fees and accounting fees, of all necessary contractors and consultants engaged by Developer or reasonably incurred by Developer directly in connection with the management, operation, maintenance and repair of the Common Areas, or any portion thereof; (vi) payments under any equipment rental agreements, service contracts and the fair rental value of any reasonably sized management and/or Common Areas maintenance office; (vii) wages, salaries and other compensation and benefits of all persons at or below the level of property manager engaged in the operation, maintenance of the Common Areas, or any portion thereof (but only to the extent such payments, fees or charges are not already included in Operating Expenses), including employer's Social Security taxes, unemployment taxes or insurance, and any other taxes which may be levied on such wages, salaries, compensation and benefits; provided, that if any such persons provide services for more than the Shopping Center, then a prorated portion of such employees' wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Shopping Center; (viii) payments, fees or charges under any easement, license, operating agreement, declaration, restrictive covenant, or

instrument pertaining to the sharing of costs by the Common Areas, or any portion thereof; (ix) the cost of janitorial services, window washing, snow, ice and trash removal, maintenance and replacement of curbs and walkways; (x) the cost of acquiring or the rental expense of personal property used in the maintenance, operation and repair of the Common Areas, or any portion thereof; (xi) the depreciated or amortized cost, using IRS tables, of capital improvements or other costs incurred in connection with the Common Areas (subject to the limitations set forth in Section 8.2.3 below); (xii) costs, fees, charges or assessments imposed by any federal, state or local government for fire and police protection, trash removal, community services, or other services which do not constitute Taxes on the Common Areas; (xiii) costs incurred by Developer with respect to, or in connection with, the Shopping Center for complying with laws, codes, regulations or ordinances relating to Hazardous Material not existing as of the date hereof unless the cost of such compliance, as between Developer and Scheels, is made the responsibility of Developer or Scheels under this Supplemental Agreement (to the extent any such Operating Expense relating to Hazardous Material is subsequently recovered or reimbursed through insurance, or recovery from responsible third parties, or other action, Scheels shall be entitled to a proportionate share of such Operating Expense to which such recovery or reimbursement relates); (xiv) holiday decorations (including the costs associated with acquiring, installing, removing and storing such decorations) and (xv) other costs and fees reasonably incurred in connection with the performance of necessary or required Common Areas operation, maintenance, repair and/or replacement obligations under the ECR. Developer may cause any or all of said services to be provided by an independent contractor(s) or by affiliates of Developer. In addition, the expenses in connection with said Common Areas shall include a fee payable to Developer equal to fifteen percent (15%) of the total of the aforementioned Operating Expenses for each Calendar Year for supervision and maintenance of the Common Area and for accounting, bookkeeping and collection of the Operating Expenses. Developer acknowledges that, under the terms of the ECR, there is a reference to a fee payable to Operator for supervision and maintenance of the Common Area and for accounting, bookkeeping and collection of the Common Area Expenses as detailed therein. Developer states that these fees are one in the same and shall not be duplicative.

8.2.3. Deductions from Operating Expenses. Notwithstanding anything to the contrary contained in the ECR or this Supplemental Agreement, Common Area Expenses payable by Scheels shall not include (i) depreciation, interest and amortization on mortgages, or ground lease payments, if any; (ii) legal fees incurred in negotiating and enforcing tenant leases or user agreements and/or the provisions of the ECR; (iii) real estate brokers' leasing commissions; (iv) initial improvements or alterations to tenant spaces; (v) the cost of providing any service directly to and paid directly by any user or tenant; (vi) costs of any items to the extent Developer receives reimbursement from insurance proceeds or from a third party (such proceeds to be credited to Operating Expenses in the year in which received, except that any deductible amount under any insurance policy shall be included within Operating Expenses); (vii) Developer's charitable or political contributions;

(viii) costs incurred by Developer outside of the ordinary course of business due to the violation of Developer or any other user or tenant of the Shopping Center (other than Scheels) of the terms and conditions of any lease of space in the Shopping Center or any other "Owner" under the ECR; (ix) the costs of acquiring and installing signs in or on the Shopping Center selectively identifying any specific user or tenant of the Shopping Center; (x) the cost of any capital improvements made to the Shopping Center, except those that relate to the Common Areas and (A) are required by laws, ordinances or regulations enacted on or after the date hereof, (B) are installed with a reasonable and good faith expectation by Developer that the same will reduce Operating Expenses or (C) are includable in Operating Expenses pursuant to an application of sound real estate management principals (including, but not limited to, parking lot repair, resurfacing and replacement); (xi) all items and services which Developer provides selectively to one or more users or tenants (other than Scheels) without reimbursement; (xii) cost of the initial construction and installation of the Common Areas and buildings of the Shopping Center; (xiii) tax penalties incurred or interest charged as a result of Developer's negligence, inability or unwillingness to make payments when due; (xiv) Taxes (as defined in Article 9 below), including any Taxes payable with respect to any Common Areas located on the Property; (xv) the cost of all general liability and casualty insurance carried in connection with the Common Areas, or any portion thereof and any rental abatement insurance (defined as Developer's Insurance in Article 11 below); (xvi) the cost of security services as to the Common Areas; and (xvii) income taxes.

8.2.4. Payment and Calculation of Scheels' Share of Operating Expenses. Scheels' proportionate share for each Calendar Year shall be paid monthly, in advance, in equal installments, of one-twelfth (1/12) of the annual amount for Operating Expenses estimated by Developer from time to time, subject to adjustment after the end of each Calendar Year on the basis of the actual cost for such Calendar Year. As used herein, "Scheels' Share" of Operating Expenses shall be determined by multiplying total Operating Expenses during any Calendar Year by the fraction arrived at by dividing the GLA (defined below) of the subject building by the total Floor Area (defined below) of all buildings constructed and available for occupancy in the Shopping Center which shall not be deemed to be less than 450,000 even if the actual Floor Area of Shopping Center is less than such number. In the event the Floor Area of the Shopping Center is expanded or reduced, Scheels' Share shall be appropriately adjusted, and, as to the Calendar Year in which such change occurs, Scheels' Share for such use shall be determined on the basis of the number of days during such Calendar Year that Scheels' Share was in effect. **"Floor Area"** is defined as the leasable area, by square footage, of any given space according to the respective lease/operating agreement. **Gross Leasable Area ("GLA")** means with respect to the Building and all other leasable areas, the amount of space in any building to be constructed within the Shopping Center once constructed, as measured from the middle of common walls and the exterior of outside walls and such measurement including the stairways, escalators and elevator areas on only the first floor of any applicable building, but shall exclude second floor areas occupied by stairways,

elevators and escalators and second floor areas open to the first floor, and excluding adjacent corridors, telephone and electric rooms, basement space, mezzanine space, loading dock areas, and trash enclosure areas. For the purposes of this Supplemental Agreement, the building to be constructed on the Property shall be defined as the "**Building**". Notwithstanding any of the foregoing, without the express written consent of Developer, Scheels shall be permitted to use the basement space of the Building for only the following uses: (i) not more than ten thousand (10,000) square feet of office space provided that (x) such use is related to the operations on the ground floor and not for rental or sublease separate from an assignment or subletting of a majority of the Building; and (z) the use of such space does not cause any governmental agency to require additional parking for the Shopping Center and (ii) storage and uses related to storage.

8.2.5. Cap on Operating Expense Charge. Notwithstanding the foregoing or anything in the ECR to the contrary, commencing on the Payment Commencement Date and expiring at the end of the Term, Scheels' Operating Expenses and any other expenses or payment obligations (in the aggregate) which Scheels, as the Owner of Lot 3 (or any subsequent owner of Lot 3) would otherwise incur as the Owner of said Lot under the ECR for the maintenance of the Common Areas of Lot 3 or for the maintenance of any other portion of the Shopping Center by Developer or any other party shall be capped in the following manner: for the first full Calendar Year and any beginning partial Calendar Year (prorated for a partial Calendar Year), Scheels Share of Operating Expenses shall not exceed \$1.00 per square foot of GLA of the Building Area; for the period commencing on the first day of the second full Calendar Year and on the first day of any subsequent Calendar Year, Scheels' CAM Cap shall be equal to Scheels' CAM Cap for the immediately prior Calendar Year increased to an amount equal to the lesser of (i) Scheels CAM Cap for the immediately prior Calendar Year increased by four percent (4%) or (ii) the actual Scheels Share of the actual Operating Expenses (the "**CAM Cap**"). As used herein, Operating Expenses shall include the fifteen percent (15%) fee payable to Developer, but exclude the cost of security, Taxes and Developer's Insurance. In no event, however, shall any CAM Cap be less than the CAM Cap for the prior Calendar Year.

8.2.6. Statement of Estimated Operating Expenses. Developer shall give Scheels a yearly expense estimate statement (the "**Estimate Statement**") which shall set forth Developer's reasonable estimate of what the total amount of Operating Expenses for the then-current Calendar Year shall be and the estimated amount thereof payable by Scheels ("**Estimated Operating Expense Charge**"). The failure of Developer to timely furnish the Estimated Statement for any Calendar Year shall not preclude Developer from enforcing its rights to collect any Estimated Operating Expense Charge under this Section. Each month, beginning upon the Payment Commencement Date, Scheels shall pay one-twelfth of the annual Estimated Operating Expense Charge for the then-current Calendar Year. Until a new Estimate Statement is furnished (which Developer shall have the right to deliver to Scheels from time to time), Scheels shall pay monthly.

8.2.7. Statement of Actual Operating Expenses and Payment by Scheels. In addition, Developer shall give to Scheels on or before the first day of April following the end of each Calendar Year, a statement (the "**Statement**") which shall state the Operating Expenses incurred or accrued for such preceding Calendar Year, which shall indicate the amount of Scheels' Share thereof (subject to the applicable CAM Cap). Within thirty (30) days of receipt of the Statement for each Calendar Year ending or commencing during the Term Scheels shall pay the full amount of Scheels' Share (subject to the applicable CAM Cap) of the Operating Expenses for such Calendar Year, less the amounts, if any, paid during such Calendar Year as Estimated Operating Expense Charge. If the amounts paid as Estimated Operating Expense Charge for a Calendar Year exceed the amount of Scheels' obligations shown on the Statement, any such overpayment shall, at Developer's option, be delivered to Scheels by Developer with the Statement or credited against the next Estimated Operating Expense Charge payable by Scheels. The failure of Developer to timely furnish the Statement for any Calendar Year shall not affect the obligation of Scheels. Even though the Term has expired and Scheels has vacated the Property, when the final determination is made of Scheels' Share (subject to the applicable CAM Cap) of Operating Expenses for the Calendar Year in which the Term expires, Scheels shall, within thirty (30) days of receipt of such final Statement, pay to Developer an amount as calculated pursuant to the provisions of Section 8.2.4 of this Supplemental Agreement or in the event such final determination indicates that Scheels is entitled to a refund, such refund shall promptly be paid by Developer to Scheels. The provisions of this Section shall survive the expiration or earlier termination of this Supplemental Agreement.

8.2.8. Developer's Books and Records. Full, true and accurate records from which Operating Expenses may be readily and correctly determined shall be kept by Developer at either the Shopping Center or at Developer's main offices. Within two (2) years after receipt of Developer's annual Statement by Scheels, Scheels and its accounting personnel shall, after reasonable notice to Developer and during normal business hours, have access to Developer's books and records that relate to Operating Expenses for the period represented by such Statement for the purpose of examining, reviewing and auditing such books and records; provided, however, that Scheels shall maintain all information contained in Developer's books and records in strict confidence. Upon the second anniversary of Scheels' receipt of any Statement, Scheels shall not be entitled to question the accuracy of such Statement, except with respect to any Calendar Year for which an audit is then in process pursuant to the provisions hereof. Scheels shall be entitled to all of its remedies under this Supplemental Agreement and at law or in equity in the event of a breach by Developer of its obligation to keep accurate records with respect to Operating Expenses. If, after such inspection, Scheels disputes the amount of Operating Expenses set forth in the Statement, a certification as to the proper amount shall be made (at Scheels' expense, except as provided below) by an independent certified public accountant selected by Scheels and reasonably approved by Developer. If such certification discloses an overpayment of Scheels'

Share of Operating Expenses, Developer shall refund such overpayment to Scheels within thirty (30) days. If such certification discloses an underpayment of Scheels' Share of Operating Expenses, Scheels shall pay such deficiency to Developer within thirty (30) days. If such certification discloses that Developer, in such Statement, has overstated the amount of Scheels' Share of Operating Expenses by more than five percent (5%), the reasonable cost of such certification (excluding any travel and lodging costs) shall be paid by Developer.

ARTICLE 9 **TAXES**

9. Taxes.

9.1. **Definition.** Subject to Section 9.1.1 herein, "**Taxes**" shall mean any form of tax, assessment (both general and special), lien, bond obligation, license fee, license tax, tax or excise on rent, or any other levy, charge or expense (excluding any existing special assessments, if any), together with any statutory interest thereon, imposed or required at any time by any federal, state, county or city authority having jurisdiction, or any political subdivision thereof, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof (hereinafter individually and collectively referred to as "**Governmental Agencies**"), on any interest of Scheels in the Property (as defined herein), including, without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions imposed against the Property with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Scheels of the Property or any portion thereof. Taxes shall in no event include Developer's general income, profits, corporation, franchise, inheritance, estate, succession or gift taxes, or any special assessments existing as of the date of this Supplemental Agreement.

9.1.1 The parties hereto acknowledge that the Property is subject to the Sanitary Improvement District (the "**S.I.D.**") which costs with regard to the Property shall be paid by Scheels in addition to other Taxes, subject to the terms and limitations specified herein and subject to the terms of the Purchase Option.

Notwithstanding anything contained in this Supplemental Agreement or in the ECR to the contrary, Developer represents, warrants, covenants and agrees as follows:

(a) The S.I.D. estimate attached hereto as Exhibit C (the "**S.I.D. Estimate**") represents Developer's best good faith estimate of the total cost for such work and that there will be no other assessments against the Shopping Center or the Property relating to the initial installation or construction of roads, sewer systems, water systems, telephone systems, electric systems, sidewalks, stormwater systems or other similar types of improvements

except as described in the S.I.D. Estimate;

(b) Developer shall be responsible to pay, at its sole cost and expense and in a timely manner, any and all special assessments which are imposed against the Property on or prior to the date hereof, other than for the S.I.D. assessments which shall be handled as stated herein;

(c) The S.I.D. assessments will be calculated and spread by the S.I.D. District to the various parcels of land which comprise the Shopping Center based upon the planned GLA of such parcels utilizing (i) with respect to the entire Shopping Center, a GLA of no less than 550,000 sq. ft. of GLA and (ii) with respect to the Property, a GLA of no more than 125,000 sq. ft. which GLA shall not in any event include any basement space of the Building;

(d) In no event shall the share of the S.I.D. assessments assessed against the Property or payable by Scheels exceed the initial amount of \$522,500.00, and further, the S.I.D. assessments shall be payable over a period of no less than ten (10) years with interest not to exceed 10% per annum. The S.I.D. assessments shall be structured so that Scheels may pay any remaining balance against the Property in a lump sum at any time, in Scheels' sole and absolute discretion;

(e) Scheels shall have no responsibility or obligation to pay any Taxes which are imposed against or due and payable with respect to the Shopping Center, other than those Taxes imposed against the Property as expressly referenced in this Article 9 herein;

(f) Developer shall be responsible, at its sole cost and expense, to pay any S.I.D. assessments which exceed the above-referenced parameters, as well as any other assessments which are or may have been imposed against the Property on or prior to the date hereof. Developer shall pay all such excess or such assessments upon notification from Scheels that the same are due and payable including any late payment penalty fees or fines related to the late payment of all or any portion of such S.I.D. assessments or other assessments required to be paid herein by Developer.

9.2. **Payment of Taxes.** Subject to the terms of this Article 9, Scheels shall pay directly to the applicable Governmental Agencies and indemnify Developer, from and after the date of conveyance of the Property to Scheels, the amount of all Taxes assessed for any reason and levied on the Property (including the Scheels store and all improvements thereon).

9.3. **Personal Property Taxes.** Scheels shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon its business operation as well as upon its merchandise, inventory, furniture, fixtures, equipment and other personal property. In the event any such items of property are assessed with property of Developer, such assessment shall be equitably divided between Developer and Scheels by Developer.

ARTICLE 10 **SECURITY**

10. **Security.** Developer shall provide security services in the Common Areas of the Shopping Center commensurate with security furnished to first-class shopping centers in the Omaha, Nebraska metropolitan area. Commencing upon the Payment Commencement Date, but subject to the other provisions of this Supplemental Agreement, Scheels agrees to reimburse Developer for Scheels' proportionate share of the fee for security of the Shopping Center, which cost(s) shall be excluded from the Operating Expenses and the CAM Cap. Scheels' proportionate share of such cost during the first five (5) years following the Payment Commencement Date is \$.20 per square foot of GLA of the Building per year prorated for any partial year (the "Security Cap"). Thereafter, Scheels' annual proportionate share of security costs shall not exceed an amount equal to the lesser of (i) four percent (4%) over the Security Cap for the previous year, calculated on a Cumulative (as herein defined) basis (regardless of what actual security expenses were for the year) or (ii) Scheels' share of the actual security expenses, utilizing a minimum 450,000 GLA for the Shopping Center as outlined in Section 8.2.4 hereof. "Cumulative" shall mean increasing by successive additions. For illustration purposes only, since Scheels' Security Cap for the first five (5) years is \$.20 per square foot, then for year 6 the cap shall be \$.21 per square foot and for year 7 the cap shall be \$.22 per square foot and so on (provided such amounts are subject to the further limitations, as noted in (ii) above, that in no event shall Scheels be obligated to pay more than the Scheels share of the actual security expenses using a minimum 450,000 GLA). Notwithstanding anything to the contrary contained in this Supplemental Agreement (i) any security service that may be provided by Developer is intended solely for the operation and benefit of the Common Areas and not for the benefit or protection of the Building, (ii) except for instances of negligence by Developer, Developer shall not be liable to Scheels by reason of Developer's act or failure to act in providing or maintaining any security at the Shopping Center and the Property, and (iii) except for instances of gross negligence of Developer, its agents, employees or contractors, Developer shall not be liable in any manner whatsoever to any third party by reason of Developer's act or failure to act in providing or maintaining any security at the Shopping Center and the Property. Within one (1) year after receipt of Developer's annual Statement by Scheels, Scheels may, after reasonable notice to Developer and during normal business hours, inspect at Developer's offices Developer's books and records that relate to the fee for security for the period represented by such Statement; provided, however, that Scheels shall maintain all information contained in Developer's books and records in strict confidence. If, after such inspection, Scheels disputes the amount of Scheels' proportionate share of the fee for security set forth in the Statement, a certification as to the proper amount shall be made (at Scheel's expense, except as provided below) by an independent certified public accountant selected by Scheels and reasonably approved by Developer. If such certification discloses an overpayment of Scheels' proportionate share of the fee for security, Developer shall refund such overpayment to

Scheels within thirty (30) days. If such certification discloses an underpayment of Scheels' proportionate share of the fee for security, Scheels shall pay such deficiency to Developer within thirty (30) days. If such certification discloses that Developer, in such Statement, has overstated the amount of Scheels' proportionate share of the fee for security by more than five percent (5%), the reasonable cost of such certification (excluding any travel and lodging costs) shall be paid by Developer. Scheels shall have the option, from time to time, of providing security for the Property at its own expense by providing thirty (30) days written notice to Developer of its intent to do so, in which event Scheels shall not be required to continue to pay a proportionate share of the fee for security provided by Developer.

ARTICLE 11

DEVELOPER INSURANCE

11. Developer's Insurance.

11.1. **Scheels Reimbursement of Developer's Insurance.** Developer shall carry such insurance with respect to the Shopping Center as required under the terms and provisions of the ECR ("**Developer's Insurance**"). Commencing upon the Payment Commencement Date, but subject to the other provisions of this Supplemental Agreement, Scheels hereby agrees to reimburse Developer for Scheels' proportionate share of Developer's Insurance in equal monthly installments; provided, however, in no event shall Scheels be obligated to pay for or reimburse Developer for any casualty or property insurance. Scheels' proportionate share of Developer's Insurance shall be computed by multiplying the amount of such Insurance by a fraction of which the numerator shall be the GLA of the Building and the denominator of which is the total Floor Area of the buildings within the Shopping Center (which shall not be deemed to be less than 450,000 even if the actual Floor Area of the Shopping Center is less than such number) less the square footage of any tenant or occupant which pays its share of Developer's Insurance separately from the other tenants of the Shopping Center. Developer's non-binding estimate of Scheels' proportionate share of Developer's Insurance is \$.30 per square foot of GLA of the Building. Scheels shall be shown as an additional insured on Developer's commercial general liability insurance for personal injury or death and property damage incurred upon or about the Common Area.

11.2. **Developer's Books and Records as to Developer's Insurance.** Within one (1) year after receipt by Scheels of Developer's statement detailing Scheels' proportionate share of Developer's Insurance, Scheels may, after reasonable notice to Developer and during normal business hours, inspect at Developer's offices Developer's books and records that relate to Developer's Insurance for the period represented by such statement; provided, however, that Scheels shall maintain all information contained in Developer's books and records in strict confidence. If, after such inspection, Scheels disputes the amount of its proportionate share of Developer's Insurance set forth in the statement, a certification as to the proper amount shall be made (at Scheels' expense, except as provided below) by an independent certified public accountant selected by Scheels and reasonably approved by Developer. If such certification discloses an overpayment of Scheels' proportionate share of Developer's Insurance, Developer shall refund such overpayment to Scheels within thirty (30) days. If such certification discloses an underpayment of

Scheels' proportionate share of Developer's Insurance, Scheels shall pay such deficiency to Developer within thirty (30) days. If such certification discloses that Developer, in such statement, has overstated the amount of Scheels' proportionate share of Developer's Insurance by more than five percent (5%), the reasonable cost of such certification (excluding any travel and lodging costs) shall be paid by Developer.

11.3. **Form of Policies.** Other than those related to the Common Area, for which Developer's insurance would be primary, Scheels' obligation to carry the insurance required under the ECR may be satisfied by inclusion of the Property within the coverage of a so-called "blanket" policy or policies of insurance, provided that the coverage afforded Developer will not be diminished by reason thereof and that the requirements set forth in the ECR are otherwise satisfied. Further, the parties hereto agree that Scheels may "self-insure" plate glass. Developer shall be shown as an additional insured on Scheel's commercial general liability insurance for personal injury or death and property damage incurred on or about the Property.

ARTICLE 12 **UTILITIES**

12. Developer shall maintain all above ground and underground utilities located within the Property except as shall be exclusively servicing the Building.

ARTICLE 13 **PROMOTIONAL FUND OR MERCHANTS ASSOCIATION** **/GIFT CERTIFICATE PROGRAM**

13. **Promotional Fund or Merchants Association/Gift Certificate Program.**

13.1. **Promotional Fund or Merchants Association.** Scheels acknowledges that Developer has established a fund ("**Promotional Fund**") for the Shopping Center, and Scheels agrees to pay to Developer, upon demand, a charge payable in advance commencing on the first day of each month of the Term commencing on the Payment Commencement Date, as Scheels' contribution towards the advertising, promotion, public relations and administrative expenses related to the establishment of such fund and the promotion of the Shopping Center. At the Developer's option a Merchants Association ("**Merchants Association**") may be created. Scheels obligation to contribute to the Promotional Fund or the Merchant's Association, as the case may be, is conditioned upon Developer actually creating and operating such a fund or association in a manner generally consistent with other such funds or associations run by other owners of comparable shopping centers in the Omaha metropolitan area, and participation in such fund by no less than a majority of the other Shopping Center tenants. The charge payable by Scheels with respect to such Promotional Fund or Merchants Association, as the case may be, shall equal Scheels' Share (calculated as follows) of the total costs incurred in connection with such Promotional Fund or Merchants Association. The objective of said Promotional Fund and/or Merchants Association shall be to encourage its members to deal fairly and courteously with their customers, follow ethical business practices and assist member businesses by sale promotions and

advertising of the Shopping Center, including, but not limited to, seasonal decorations. Notwithstanding anything in this Supplemental Agreement to the contrary, the amount payable by Scheels with respect to such Promotional Fund or Merchants Association during the Calendar Year 2004 shall be \$6,000.00, or \$500.00 per month, prorated for any partial Calendar Year and provided such payments shall not commence under this Supplemental Agreement prior to the Payment Commencement Date. Commencing on January 1, 2005, the amount payable by Scheels with respect to such Promotional Fund or Merchants Association shall be increased on January 1 of each Calendar Year during the Term by an amount equal to the increase in the Index (as hereinafter defined) from January 1 of the prior Calendar Year (regardless of what actual costs are with respect to such Promotional Fund or Merchants Association). Additionally, Scheels agrees to spend no less than Two Hundred Thousand Dollars (\$200,000) annually in the Omaha Metropolitan District each Lease Year Scheels is open for business on the Property (hereinafter the "Promotional Contribution"). The Promotional Contribution shall be prorated for any partial Calendar Year. The obligation to expend the Promotional Contribution shall be personal to Scheels All Sports, Inc. and, notwithstanding anything contained herein to the contrary, such obligation shall become null, void and of no further force or effect if Scheels All Sports, Inc. ceases to operate its retail business on the Property. In addition, the obligation to make the Promotional Contribution may not be enforced by anyone other than Developer, its successors and assigns. Scheels at its sole expense, agrees to refer to Village Pointe Shopping Center by name in designating the location of the Property in all newspaper, telephone book and other advertising, on all stationery and other printed materials (when practical), with respect to any references to the Property's location. As used in this Supplemental Agreement, "Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, Subgroup "All Items" (1982-84=100) published by the Department of Labor, Bureau of Labor Statistics (or in the event the Index is no longer published, a successor index which Developer reasonably determines most closely approximates the Index).

13.2. **Gift Certificate/Card Program.** Scheels agrees to participate in a "Gift Certificate/Card Program" at the Shopping Center if instituted by Developer. Scheels agrees to participate in such program as reasonably directed by Developer. Developer, from time to time, shall designate one (1) or more banking institutions to administer the Gift Certificate/Card Program.

ARTICLE 14 **SHEELS SIGNAGE**

14. **Scheels Signage.** Subject to any required governmental approvals, Scheels shall be permitted certain Building and exterior identification signage with respect to the Scheels store which shall be designed and installed, at Scheels' sole cost and expense and shall be in compliance with the Sign Criteria for the Shopping Center attached to the ECR or as approved by Developer. Scheels shall submit to Developer plans and specifications with respect to such Building and exterior signage concurrently with Scheels' submittal to Developer of the Preliminary Building Plans described in the Work Letter attached hereto as Exhibit D. All such signage shall be designed, constructed, operated, maintained, repaired and removed at Scheels' sole cost and expense. Notwithstanding anything contained in the Sign Criteria for the Shopping Center which restricts the number of signs Scheels may install on the exterior of the Building, Scheels shall be permitted, subject to applicable governmental approvals, to install its typical signage on all four (4) sides of the exterior façade of the Building, provided that such signage otherwise complies with such Sign Criteria and has been approved by Developer, which approval shall not be unreasonably

withheld, conditioned or delayed. Except as expressly permitted by this Section and except for signage within the Building and for any other signage reasonably approved by Developer, Scheels may not install any signs on the Property (including the roof of the Property), in the Common Areas, or elsewhere in the Shopping Center. Except as permitted above in this Article 14, Scheels shall not use any advertising media outside of the Building that Developer shall reasonably deem objectionable to it or to other tenants or occupants of the Shopping Center, such as, without limiting the generality of the foregoing, loud speakers, phonographs, televisions, public address systems, sound amplifiers, radios, broadcasts or telecasts, nor, except as otherwise allowed pursuant to this Article 14 or this Supplemental Agreement or the ECR, shall Scheels permit (to the extent within its control) any other activities outside of the Building and on the Property which may be seen or heard outside of the Property and which are, in Developer's reasonable opinion, disturbing to other occupants of the Shopping Center. For purposes of the immediately preceding sentence, Developer acknowledges that the parking areas of the Property are Common Areas and Scheels does not have control over the activities of other occupants with respect to the use of such areas.

ARTICLE 15 **INITIAL CONSTRUCTION**

15. Improvement of Property and Adjacent Structures.

15.1. **Property.** The Property shall be constructed in accordance with the Work Letter Agreement attached hereto as Exhibit D ("Work Letter"). Developer will be responsible for the work described in the Work Letter as "Developer's Work", and Scheels shall be responsible for the construction of the Building and all other work required by Scheels or necessary to complete the Property for occupancy, which work is more particularly described in the Work Letter as "Scheels' Work". All such work by Scheels shall be designed, approved, performed, and completed in compliance with the provisions of the Work Letter and this Supplemental Agreement. All such work by Developer shall be approved, performed, and completed in compliance with the provisions of the Work Letter and this Supplemental Agreement. Except as specifically set forth in this Supplemental Agreement (including the Work Letter), Developer shall not be obligated to provide for or pay for any improvement work or services related to the improvement of the Property. Except as specifically set forth in this Supplemental Agreement (including the Work Letter), Scheels shall not be obligated to provide for or pay for any of Developer's Work as same is detailed in the Work Letter. Scheels also acknowledges that Developer has made no representations or warranties regarding the condition of the Property or the Shopping Center except as expressly set forth in this Supplemental Agreement (including the Work Letter).

15.2. **Buildings C and E.** Attached as **Exhibit E** is a preliminary sketch of Buildings C and E which is conceptually approved by the parties. Developer shall cause its architect to prepare and submit to Scheels three (3) copies of preliminary plans and specifications for Buildings C and E not later than April 1, 2003, generally consistent with the aforementioned conceptual sketch. Preliminary plans shall include a site layout for Developer's Work within the Property and a general layout of Buildings C

and E. (collectively, "Preliminary C & E Building Plans"). Scheels shall reasonably cooperate with Developer, at no cost to Scheels, in connection with the preparation of such Preliminary C & E Building Plans. Included in the Preliminary C & E Building Plans will be the proposed location of signs, the designation of materials, colors and elevations, the designation of the type and quality of the Improvements. Following Scheels' receipt of the Preliminary C & E Building Plans, Scheels shall have fifteen (15) business days to review and approve or reasonably disapprove the Preliminary C & E Building Plans. If Scheels disapproves the Preliminary C & E Building Plans in whole or in part, Scheels shall inform Developer of the reasons for such disapproval in writing and Developer shall revise and resubmit the Preliminary C & E Building Plans within ten (10) working days. Following Developer's revision and resubmittal to Scheels of the Preliminary C & E Building Plans, Scheels shall have ten (10) working days to review and either approve or disapprove the revised Preliminary C & E Building Plans. The parties shall repeat the review and approval procedure described herein until they shall mutually agree on the Preliminary C & E Building Plans. In the event Scheels does not provide Developer with written notice of approval or disapproval of the Preliminary C & E Building Plans within the time period specified, the Preliminary C & E Building Plans shall be deemed automatically and conclusively to be disapproved by Scheels. Developer shall provide thereafter written notice of same to Scheels ("Developer's Disapproval Notice"). Scheels shall have an additional seven (7) days following receipt of Developer's Disapproval Notice to review and either approve or disapprove the Preliminary C & E Building Plans and provide Developer with written notice of same as provided herein above. In the event Scheels fails to provide such written notice of approval or disapproval following Developer's Disapproval Notice, the Preliminary C & E Building Plans shall be deemed automatically and conclusively approved by Scheels. Buildings C and E shall thereafter be constructed substantially and materially in accordance with the approved Preliminary C & E Building Plans, provided however that the exterior materials, colors and elevations of Building C & E Building Plans shall be in accordance with the approved Preliminary C & E Building Plan. Developer agrees to complete construction of Buildings C & E in accordance with the approved Building C & E Building Plans; provided, however, in no event shall Developer commence or allow the construction of Buildings C and E or the footings or foundations thereto prior to the date Scheels has installed the footings for the Building and backfilled its excavation for such footings, all of which shall be completed by Scheels on or before August 1, 2003, subject to Force Majeure, in the event the Delivery Date occurs and the Pre-Delivery Co-Tenancy condition is satisfied on or before May 1, 2003. The parties hereto agree, there shall be no material changes or modifications to the exterior of Buildings C & E without the prior written consent of Scheels, which consent shall not be unreasonably withheld, conditioned or delayed. For the purposes of this Section, "material" shall mean substantial exterior design and configuration changes which affect Scheels or its operation of its facility in an adverse manner. In any event, no modification to Buildings C or E shall violate the terms of the ECR. Scheels shall have no maintenance obligations as to Buildings C & E. In the event that Scheels has not installed the footings for the Building and backfilled its excavation for such footings on or before August 1, 2003, the parties hereto agree there shall be a day for day extension to the (i) 373-day time frame (as set forth in Section 5.2 hereof) in

order for Developer to fulfill the Opening Requirements and (ii) May 1, 2004 date in Exhibit D, Work Agreement, Section 5, attached hereto.

15.3. Square Footage Certification. Within thirty (30) days of the Payment Commencement Date, measurements of the GLA of the Building shall be made and certified to Developer by Scheels' licensed architect, surveyor or engineer. The measurements of Scheels' licensed architect, surveyor or engineer shall be subject to confirmation by Developer's licensed architect, surveyor or engineer. In the event Scheels has failed to deliver such certification to Developer as set forth above, Developer shall have the right to have such measurement made and certified to Scheels by Developer's licensed architect, surveyor or engineer, and the cost of such measurement, in an amount not to exceed Two Thousand Five Hundred (\$2,500.00) Dollars, shall be reimbursed to Developer by Scheels and shall be considered other charges due hereunder. In no event shall the actual GLA of the Building, not including any basement space, exceed one hundred twenty five thousand (125,000) square feet. In the event the measurement of the Property shall indicate a GLA more or less than the 125,000 square feet, the parties hereto shall promptly execute an agreement increasing or decreasing as applicable, the square footage of the Building to conform to the exact measurement (including, without limitation, a proportionate adjustment in Scheels' Share of Operating Expenses and Developer's Insurance and all other charges payable hereunder based upon the GLA of the Building).

15.4. Scheels Self-Help Right. In the event Developer fails to complete the Developer On-Premises Work or fails to cause the S.I.D. Work to be completed prior to the date which is 373 days following delivery of the Property to Scheels, in either of which events, following (30) days after notice by Scheels to Developer and to the holder of any first mortgage or deed of trust covering the Shopping Center, whose name and address shall have theretofore been furnished to Scheels, specifying wherein Developer has failed to perform such obligation(s), Scheels may, in addition to such other rights and remedies as may be available under this Supplemental Agreement or the ECR, or at law or in equity, complete such work and Developer shall reimburse Scheels for all reasonable and documented costs incurred in connection therewith within thirty (30) days of receipt of a billing therefore. Notwithstanding anything in this Supplemental Agreement to the contrary, Scheels may deduct from any installment of the monthly Operating Expense payment(s) the amount for all reasonable and documented costs incurred in connection therewith until Scheels has fully recovered such amounts.

ARTICLE 16

TRANSFER OF INTEREST

16. Transfer of Interest.

16.1. Transfer by Developer. No sale, pledge, assignment, conveyance or other transfer by Developer of all or any portion of the Shopping Center, or of this Supplemental Agreement or of the ECR (a "Transfer") shall relieve Developer from liability under this Supplemental

Agreement or the ECR for anything prior to such Transfer, nor for liability subsequent to thereto except as specified below. Developer shall be automatically released from liability arising under this Supplemental Agreement following the effective date of such Transfer, provided Developer has completed all Developer's Work under the Work Letter Agreement attached hereto as Exhibit D and D-II, subject to compliance with the requirements of the ECR, Buildings C and E and the balance of the Shopping Center as required herein, and on condition that:

16.1.1.a duly executed and acknowledged copy, in recordable form, of the instrument by which the Transferee shall have become liable for the obligations of Developer shall be delivered to Scheels, which instrument shall be reasonably satisfactory in form and content to Scheels;

16.1.2.at the time Developer is to be released from all further liability hereunder, any and all amounts which shall then be due and payable by Developer to Scheels shall be paid or adequate provision therefor made; and

16.1.3.at the time of any such Transfer, Developer has not been notified of any default hereunder or any event which with the passage of time would become a default which has not theretofore been remedied.

16.2. Transfer by Scheels. Scheels may transfer its interest in the Property, this Supplemental Agreement and the ECR as specified in Section 5.1.1 of this Supplemental Agreement. During the first ten (10) years following the date Scheels (or the then Occupant(s) of the Property) first opens for business, no transfer of the Property shall relieve Scheels All Sports, Inc. from liability under this Supplemental Agreement. Following the first day of the eleventh (11th) year following the date Scheels (or the then Occupant(s) of the Property) first opens for business, no transfer of the Property shall relieve Scheels from liability under this Supplemental Agreement for liability which may have accrued prior to such transfer, however, Scheels shall be released from liability arising under this Supplemental Agreement and the ECR following the effective date of such transfer, provided Scheels has completed all Scheels' Work under the Work Letter Agreement attached hereto as Exhibit D, and D-2 subject to compliance with the requirements of the ECR and on condition that:

16.2.1.a duly executed and acknowledged copy, in recordable form, of the instrument by which the transferee shall have become liable for the obligations of Scheels shall be delivered to the other, which instrument shall be reasonably satisfactory in form and content;

16.2.2.at the time Scheels is to be released from all further liability hereunder, any and all amounts which shall then be due and payable by Scheels to Developer shall be paid or adequate provision therefor made;

16.2.3.at the time of any such transfer, Scheels has not been notified of any default hereunder or any event which with the passage of time would become a default which has not theretofore been remedied; and

16.2.4.provided however, notwithstanding the foregoing and anything to the contrary in this Supplemental Agreement, any permitted transferee shall fully comply with Section 5.1 hereof, except as set forth in Section 5.1.1.

16.3. The parties further agree that, subject to the foregoing, in the event of any such transfer by either party and upon assumption of the transferor's obligations in writing by the transferee, the transferor shall automatically be released from all liability under the ECR and this Supplemental Agreement for the performance of obligations accruing after the date of such transfer and the remaining party agrees to look solely to such transferee for the performance of transferor's obligations hereunder accruing after the date of transfer.

ARTICLE 17

DEVELOPMENT OF THE SHOPPING CENTER, RADIUS RESTRICTION

17. Shopping Center and Radius Restriction.

17.1. Scheels agrees that if during for a period of ten (10) years from the date the Property is first opened for business to the public, either Scheels All Sports, Inc. or any person, corporation, partnership, joint stock association, trust or other firm or entity which controls Scheels All Sports, Inc. or is controlled by Scheels All Sports, Inc. or is under common control with Scheels All Sports, Inc. (and also, in the event Scheels All Sports, Inc. is a corporation, if any officer or director thereof or shareholder owning more than ten percent [10%] of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) either directly or indirectly, commences operation of a sporting goods store, within a radius of ten (10) miles of the Property, which Scheels acknowledges is a reasonable area for the purpose of this provision, then in such event, the amount of Operating Expenses payable by Scheels hereunder shall be adjusted as follows: (a) thereafter, during the period of such other store's operation, the monthly Operating Expenses shall be two hundred percent (200%) of the amount stipulated in this Supplemental Agreement for each calendar month during the term hereof during which such operations are conducted. Such adjustment reflects the estimate of the parties as to the damages which Developer would be likely to incur by reason of the diversion of business and customer traffic from the Property and Shopping Center to such other store within such radius, as a proximate result of the establishment of such other store. The penalty referenced in this Section shall be inapplicable to any mortgagee of

Scheels or the Property and no such penalty shall accrue during any period during which any such mortgagee is in possession of or title to the Property, and shall cease in all events and be of no further force or effect on the date following the ten (10) year anniversary the Property is first opened for business to the public.

ARTICLE 18
INTENTIONALLY DELETED

18. Intentionally deleted.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19. **Miscellaneous.**

19.1. **Terms.** The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

19.2. **Binding Effect.** Subject to all other provisions of this Supplemental Agreement, the easements, restrictions, benefits, agreements and obligations hereunder shall create mutual benefits and servitudes running with the Shopping Center land. Except to the extent expressly stated to the contrary herein, this Supplemental Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. Notwithstanding anything contained in this Supplemental Agreement or the ECR to the contrary, no party other than Developer or its successors or assigns (provided Developer or such successors or assigns, as the case may be, own Lot 10) shall have the right to enforce against Scheels or the Property any of the affirmative or negative covenants or agreements made by Scheels in this Supplemental Agreement. The singular number includes the plural, and the masculine gender includes the feminine and neuter.

19.3. **Captions.** The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

19.4. **Relationship of Parties.** Nothing contained in this Supplemental Agreement or the ECR shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Developer and Scheels.

19.5. **Time of Essence.** Time is of the essence of this Supplemental Agreement and each of its provisions.

19.6. **Partial Invalidity.** If any term, provision or condition contained in this Supplemental Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Supplemental Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Supplemental Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

19.7. **Gross Sales Reporting.** Scheels shall and hereby agrees that it will submit to Developer on, or within forty-five (45) days after, the first day of each month of the term hereof, a complete written statement, certified by a principal owner or officer of Scheels, showing in all reasonable detail the amount of gross sales made from the Property during the month just closed. Scheels shall keep at its home office during the term hereof and until the full performance of Scheels' obligations hereunder are completed, notwithstanding the expiration of this Supplemental Agreement, an accurate record, verifiable under generally accepted accounting principles, of gross sales including cash register tapes, sales checks, state sales and use tax reports, and business and occupation tax reports. Scheels further agrees to keep, retain and preserve, for at least three (3) years, a record of its gross sales from the Property, and shall make such records available for inspection by Developer and its agents at all reasonable times. Developer agrees to use Developer's reasonable efforts to keep the gross sales information with respect to Scheels confidential but shall have the right to provide such information to prospective purchasers, investors, lenders and consultants and also as may be required in any lawsuit or proceeding.

19.8. **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting the Lease, the ECR or this Supplemental Agreement and the Lease, ECR and this Supplemental Agreement supersede and cancel any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Developer to Scheels with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Supplemental Agreement, the Lease or the ECR. The Lease, the ECR and this Supplemental Agreement, the exhibits and schedules attached thereto, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating the subject matter hereof and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Supplemental Agreement can be modified, deleted or added to except in writing signed by the parties hereto.

19.9. **Force Majeure.** Except as otherwise expressly provided herein (including Exhibit D), any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to payments to be paid by Scheels pursuant to the ECR and this Supplemental Agreement (collectively, "Force Majeure"), notwithstanding anything to the contrary contained in this Supplemental Agreement, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Supplemental Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

19.10. **Authority.** Each individual executing this Supplemental Agreement on behalf of Scheels and Developer hereby represents and warrants that such party is a duly formed and existing entity

qualified to do business in Nebraska and that such party has full right and authority to execute and deliver this Supplemental Agreement and that each person signing on behalf of such party is authorized to do so.

19.11. **Independent Covenants.** The doctrine of independent covenants will apply in all matters relating to this Supplemental Agreement including, without limitation, all obligations of Developer and Scheels to perform their respective obligations under this Supplemental Agreement. The preceding sentence shall apply notwithstanding that Developer may have defaulted in fulfilling a covenant to maintain or repair the Property even if such default results in the unsuitability of the Property for Scheels' intended commercial use. All obligations of Scheels and Developer which by their nature involve performance after the end of the term, or which cannot be ascertained to have been performed until after the end of the term of this Supplemental Agreement, shall survive the expiration or sooner termination of this Supplemental Agreement.

19.12. **Execution and Counterparts.** This Supplemental Agreement and written instrument modifying or remaining the same, may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute one and the same instrument.

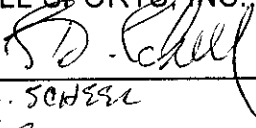
19.13. **Governing Law.** This Supplemental Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska.

19.14. **Notices.** Any notice, request, demand, consent, approval, disapproval or other communication required or permitted to be made or given under this Supplemental Agreement shall be made, addressed and sent in the same manner as provided in the ECR.

IN WITNESS WHEREOF, Developer and Scheels have caused this Supplemental Agreement to be executed the day and date first above written.

"SCHEELS"

SCHEELS ALL SPORTS, INC., a North Dakota corporation

By: 
Name: S.D. SCHEEL
Title: C.E.O.

"DEVELOPER"

~~168TH AND DODGE/ L.P., a Nebraska Limited Partnership~~

~~By: RED DEVELOPMENT OF WEST DODGE, L.L.C.,
a Missouri limited liability company, its General Partner~~

~~By: E&R Holdings, LLC, an Arizona limited liability company, Manager~~

By: _____
Michael Ebert, Authorized Signatory

EXHIBITS

- Exhibit A-I Legal Description of the Shopping Center
- Exhibit A-II Site Plan of the Shopping Center depicting No Change Area and Critical Area
- Exhibit B-I Legal Description of the Property
- Exhibit B-II Site Plan of the Property depicting Building Area, Sidewalk Area, Parking Area
- Exhibit C S.I.D. Estimate
- Exhibit D Work Letter Agreement
- Exhibit D-1 Work Schedule (Estimate)
- Exhibit D-2 Developer's Work Plans
- Exhibit E Preliminary sketch of Buildings C and E

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Now on this _____ day of _____, 2003, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael L. Ebert, Manager of E&R Holdings, LLC, an Arizona limited liability company, which entity is the Manager of RED DEVELOPMENT OF WEST DODGE, L.L.C., a Missouri limited liability company, which entity is the General Partner of 168TH AND DODGE, L.P., a Nebraska Limited Partnership, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited partnership, and who duly acknowledged the execution of the same to be the act and deed of said limited partnership.

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

Notary Public

My Commission Expires: _____

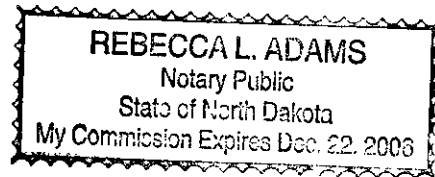
STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On March 21, 2003, before me, Rebecca L. Adams, a Notary Public in and for said state, personally appeared Steve D. Scheel, known to me to be the C.E.O. of SCHEELS ALL SPORTS, INC., a North Dakota corporation, and whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Rebecca L. Adams
Notary Public

My Commission Expires: 12-22-06



IN WITNESS WHEREOF, Developer and Scheels have caused this Supplemental Agreement to be executed the day and date first above written.

"SCHEELS"

SCHEELS ALL SPORTS, INC., a North Dakota corporation

By: _____
Name:
Title:

"DEVELOPER"

BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska Limited Partnership

By: RED DEVELOPMENT OF WEST DODGE, L.L.C.,
a Missouri limited liability company, its General Partner

By: E&R Holdings, LLC, an Arizona limited liability company, Manager

By: Michael Ebert
Michael Ebert, Authorized Signatory

EXHIBITS

- Exhibit A-I Legal Description of the Shopping Center
- Exhibit A-II Site Plan of the Shopping Center depicting No Change Area and Critical Area
- Exhibit B-I Legal Description of the Property
- Exhibit B-II Site Plan of the Property depicting Building Area, Sidewalk Area, Parking Area
- Exhibit C S.I.D. Estimate
- Exhibit D Work Letter Agreement
- Exhibit D-1 Work Schedule (Estimate)
- Exhibit D-2 Developer's Work Plans
- Exhibit E Preliminary sketch of Buildings C and E

Kansas
STATE OF ~~ARIZONA~~)
Johnson) ss.
COUNTY OF ~~MARICOPA~~)

Now on this 27th day of March, 2003, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael L. Ebert, Manager of E&R Holdings, LLC, an Arizona limited liability company, which entity is the Manager of RED DEVELOPMENT OF WEST DODGE, L.L.C., a Missouri limited liability company, which entity is the General Partner of BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska Limited Partnership, who is personally known to me to be the same person who executed in such capacity the within instrument on behalf of said limited partnership, and who duly acknowledged the execution of the same to be the act and deed of said limited partnership.

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

MELISSA A. GOODSON
NOTARY PUBLIC
STATE OF KANSAS

Melissa A. Goodson
Notary Public

My Appointment expires 12/21/03
My Commission Expires: _____

STATE OF _____)
COUNTY OF _____) ss.
_____)

On _____, before me, _____,
a Notary Public in and for said state, personally appeared _____, known to me to be the _____ of SCHEELS ALL SPORTS, INC., a North Dakota corporation, and whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

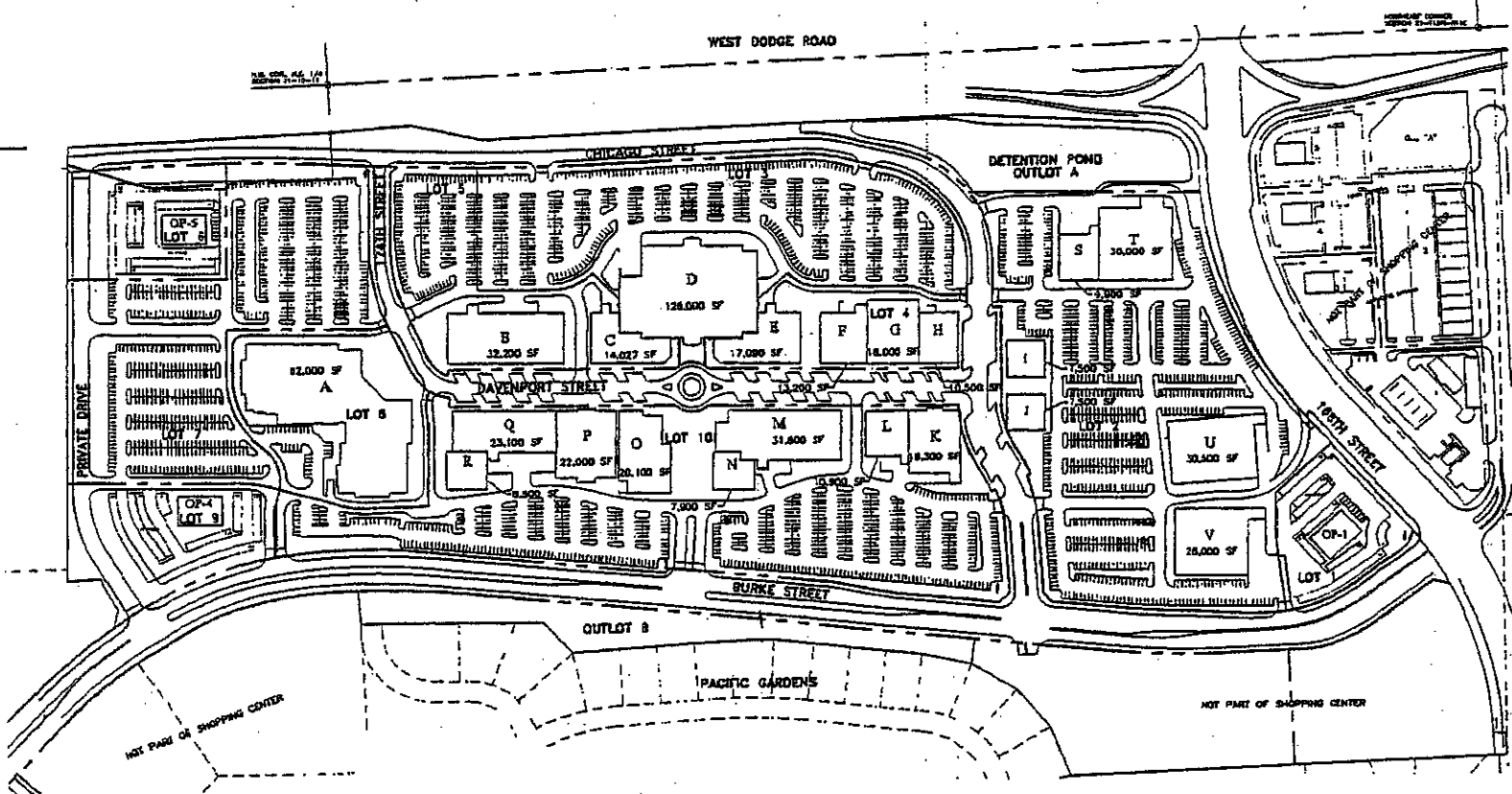
EXHIBIT A-I

LEGAL DESCRIPTION OF THE SHOPPING CENTER

Lots 1 through 10, Outlot A and Outlot B, Village Pointe, a subdivision in the City of Omaha, Douglas County, Nebraska.

EXHIBIT A-II

SITE PLAN OF SHOPPING CENTER



LEGEND

EXHIBIT A-II

SITE PLAN OF THE SHOPPING CENTER
Depicting No Change Area

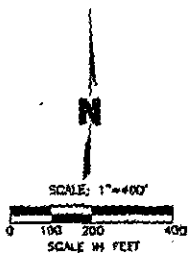
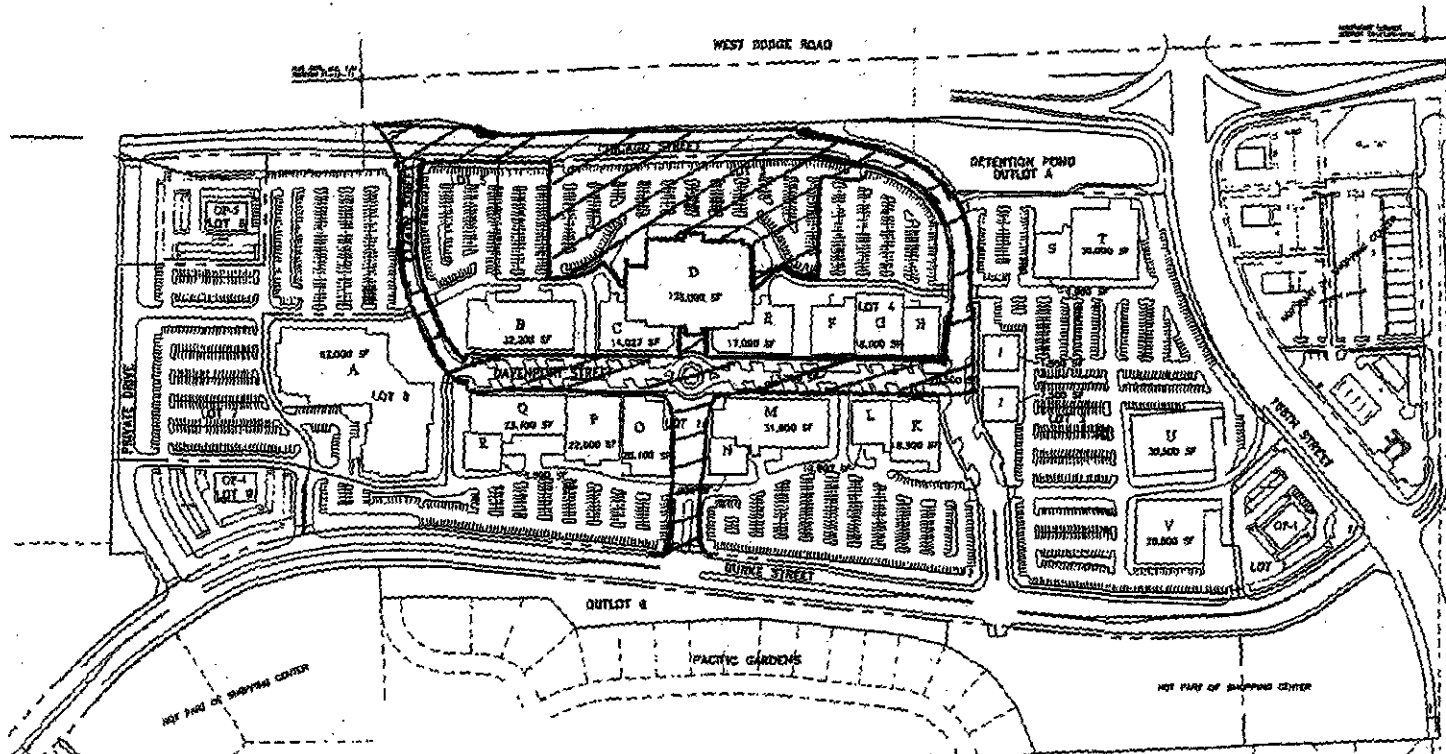


EXHIBIT A-II

SITE PLAN OF THE SHOPPING CENTER
Depicting Critical Area

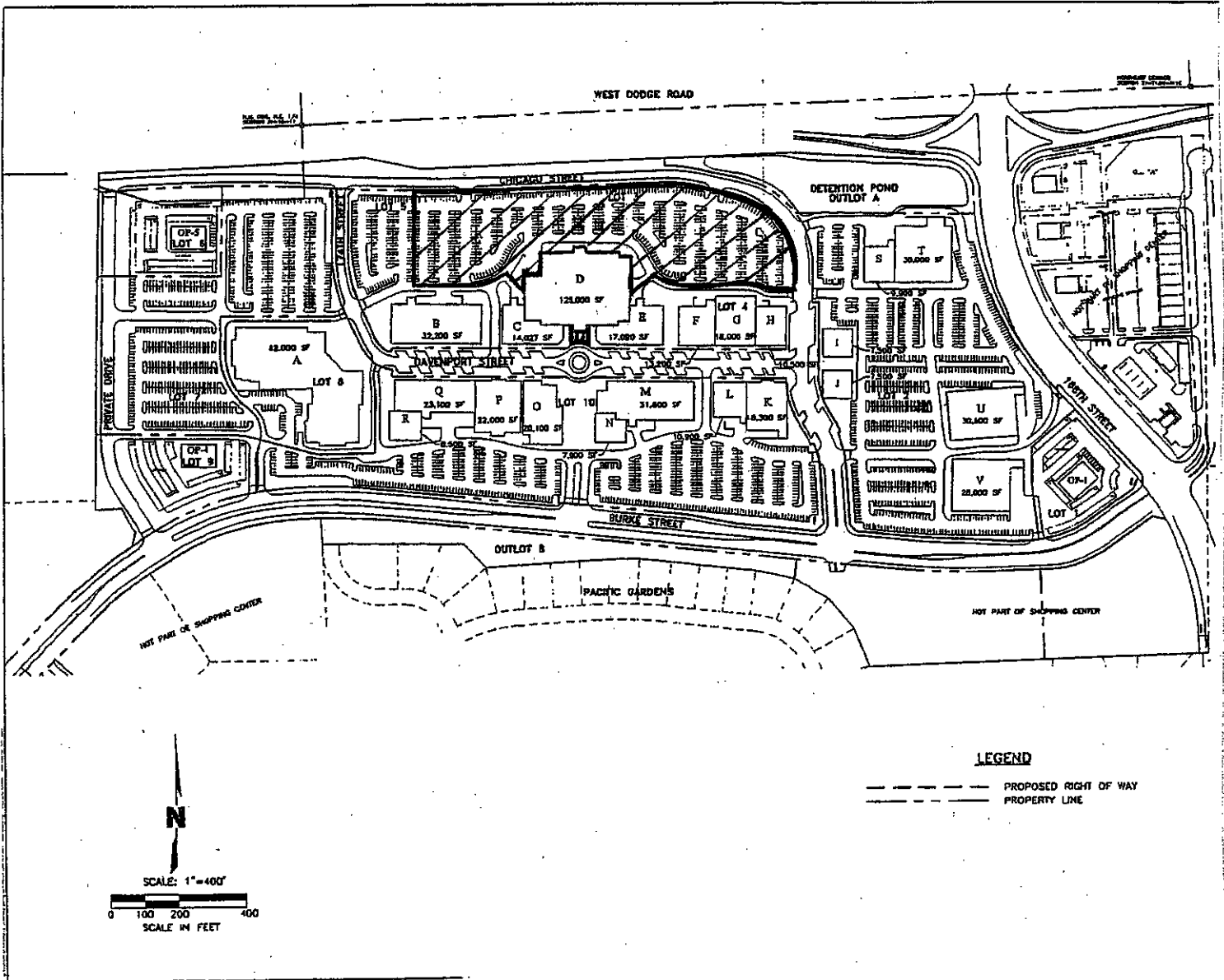


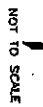
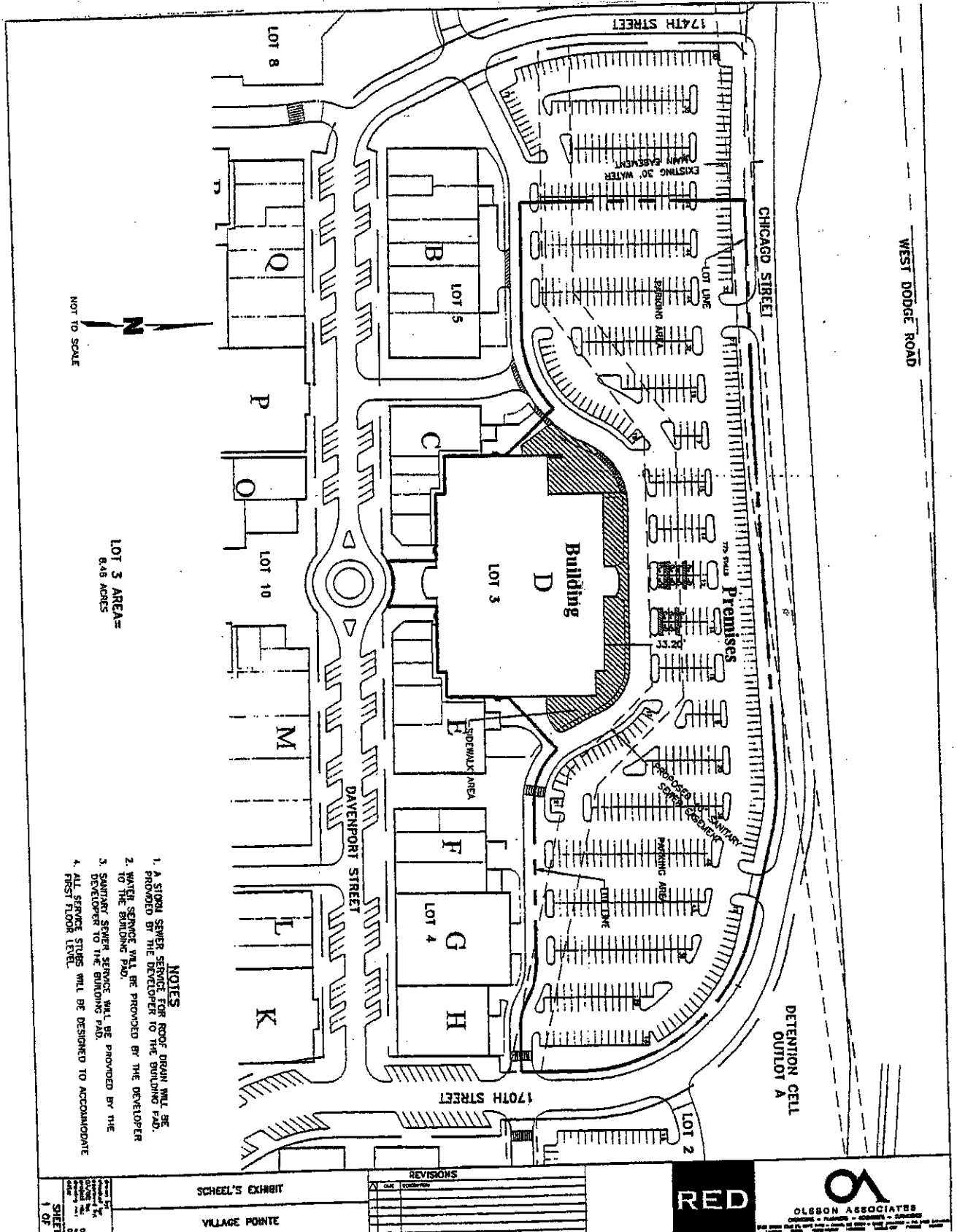
EXHIBIT B-I

LEGAL DESCRIPTION OF THE PROPERTY

Lot 3, Village Pointe, a subdivision in the City of Omaha, Douglas County, Nebraska.

EXHIBIT B-II

SITE PLAN OF THE PROPERTY
 Depicting Building Area, Sidewalk Area, Parking Area



LOT 3 AREA=
8.48 ACRES

- NOTES**
1. A SIGMA SEWER SERVICE FOR ROOF DRAIN SHALL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 2. WATER SERVICE WILL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 3. SANITARY SEWER SERVICE SHALL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 4. ALL SERVICE STUBS WILL BE DESIGNED TO ACCOMMODATE FIRST FLOOR LEVEL.

DATE: 10/1/11
 SHEET 1 OF 1

SHEEL'S EXHIBIT
 VILLAGE POINTE

REVISIONS	
NO.	DESCRIPTION



EXHIBIT C

S.I.D.

S.I.D. ESTIMATE

Village Pointe
Omaha, NE
12-09-02 Submittal

	Total Est. Cost	Project Cost (Special Assessments)	SID Reimbursement
Detention Ponds	\$ 404,800.00	\$ 223,700.00	\$ 181,100.00
Public Utilities	\$ 766,600.00	\$ 766,600.00	\$ -
Interior Paving	\$ 3,378,540.00	\$ 1,087,640.00	\$ 2,290,900.00
Sidewalks	\$ 87,800.00	\$ 87,800.00	\$ -
	<u>\$ 4,637,740.00</u>	<u>\$ 2,165,740.00</u>	<u>\$ 2,472,000.00</u>
	\$ 32,616.57	per acre cost	
	\$ 3.80	per square foot based on 570,000 GLA	

* Cost does not include bonds, permit fees, taxes, closing costs, developer fees

Scheel's \$ 475,000.00

Assumptions: 570,000 square feet
10 year payment

125,000 sf would equal \$475,000 in special assessments.
Based on a 10 year period, 8% interest, the payment is \$69,176.53 annually.
Annual basis of .55 psf per year.

EXHIBIT C

S.I.D.

S.I.D. WORK

For the purposes of this Supplemental Agreement, "S.I.D. Work" shall mean the work described below in the area marked on the attached Exhibit C page 3:

**Village Pointe
SID Work Summary**

The project includes general construction of the perimeter roadways:

- Chicago
- 174th Street
- Davenport
- Burke Street

This includes new development of sanitary sewer, storm sewer, water distribution, gas relocation and electrical distribution.

General construction of subgrade, paving, curb, gutter, sidewalks, traffic signals, landscape and light poles as related to the scope of work.

New development of storm water detention facilities.

EXHIBIT C

S.I.D.

Exhibit "B" Paving Plan, Project No. 2001221.01, prepared by E&A Consulting Group, Inc., dated 02/14/03, and

Exhibit "C" Sanitary Sewer and Storm Sewer Plan, Project No. 2001221.01, prepared by E&A Consulting Group, Inc., dated 09/07/02

Copies of both have been provided to the Tenant, and Tenant acknowledges receipt thereof.

EXHIBIT D

WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT ("Work Letter") is entered into as of this ____ day of _____, 200__, by and between BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership (which is anticipating changing its name to: 168th AND DODGE, L.P.) ("Developer"), and SCHEELS ALL SPORTS, INC., a North Dakota corporation ("Scheels").

R E C I T A L S :

A. Developer and Scheels have entered into a Supplemental Agreement (the "Agreement") dated as of the date hereof, covering certain premises (the "Premises") containing approximately 8.46 acres and as more particularly described in the Agreement. This Work Letter is attached to the Agreement as Exhibit D. Capitalized terms not defined in this Work Letter shall have the meanings given to such terms in the Agreement.

B. In consideration of the mutual covenants contained in the Agreement and this Work Letter, Developer and Scheels hereby agree as follows:

1. Completion Schedule. Attached hereto as Exhibit D-1 is a schedule (the "Work Schedule") which sets forth a time table for the planning and completion of the "Developer's Work" and the "Improvements", as defined below, and for the installation of all furniture, trade fixtures and equipment ("Scheels' FF&E") to be installed by Scheels within the Premises and to be used in connection therewith. The dates for performance set forth in the Work Schedule shall be subject to extension for Force Majeure, except if specified otherwise.

2. Scheels' Work. Reference herein to "Improvements" shall mean (i) a first-class, building which shall consist of two-stories, for a total of not greater than 125,000 square feet with a basement of not greater than 50,000 square feet of GLA and all related improvements (other than the Developer's On-Premises Work or other work designated herein to be provided by or on Developer's behalf), including, without limitation, all other improvements as shown on the Approved Final Building Shell Plans (as set forth hereinbelow), (ii) Scheels shall work in conjunction with Olsson Associates to obtain City approval for Scheels' Improvements and will incur all costs of such approval fees, (iii) all signage for the Premises, (iv) a trash container for the Premises, (v) the restoration of any portions of the Common Areas of the Shopping Center installed by Developer which are damaged, altered or affected by Scheels' Work, (vi) any and all improvements to the Premises other than Developer's Work described below. Scheels' FF&E and the Improvements detailed above shall collectively be referred to as "Scheels' Work".

3. Developer's Work. The Developer's Work shall collectively include (a) the work described in paragraph 4 below as "Pad Delivery"; (b) the work described in paragraph 4 below (other than Pad Delivery work) to be performed in the Developer On-Premises Work Area; (c) the S.I.D. Work as reflected in Exhibit C and the work described as the 300,000 Square Foot Requirement both described in paragraph 6 below. Developer shall perform, or cause to be performed, all of Developer's Work in accordance with all applicable laws and all regulations and requirements of, and all licenses and permits issued by, all municipal or other governmental bodies with jurisdiction.

4. Developer's On-Premises Work. Developer shall complete and will deliver to Scheels a building pad rough graded and compacted at a pad elevation as per the Developer Work Plans attached

hereto as Exhibit D-2 ("Pad Delivery"), on or before May 1, 2003. If Pad Delivery to Scheels has not occurred by June 1, 2003, (which date shall not be subject to extension by reason of Force Majeure), Scheels shall have the right to terminate this Agreement, if Developer shall fail to fully cure such default within sixty (60) days after receiving Scheels' notice thereof, in which event neither party shall have any further liability hereunder. Scheels shall not be required to accept Pad Delivery from August 1 through January 31, and if Scheels declines Pad Delivery due to the fact it is tendered during such period, then the Delivery Date shall not be deemed to have occurred. Developer shall also cause to be constructed, certain onsite improvements on the Premises in the area shown on Exhibit D-3 of this Work Agreement, as the "Developer On-Premises Work Area", including, but not limited to, courtyard and perimeter landscaping, sidewalks, pavers, curbs and gutters or any other improvement within the Developer On-Premises Work Area, all in accordance with plans and specifications to be prepared by Developer and attached hereto as Exhibit D-2 ("On Premises Site Work Plans") and as generally depicted on Exhibit B-II of the Agreement. Developer shall notify Scheels monthly of the Construction Schedules to coordinate efforts and eliminate any damage caused by Scheels Improvements. Scheels acknowledges that it has approved Developer's Work Plans in the form attached hereto as Exhibit D-2. Developer shall complete the Developer On-Premises Work no later than the date specified on Exhibit D-1, which date shall not be subject to Force Majeure.

5. **On Premises Costs.** Scheels shall reimburse Developer for all construction hard and soft costs related to the foregoing (hereinafter "On Premises Costs") not later than thirty (30) days after receipt of an invoice for same, based upon the following formula: All On Premises Costs minus \$608,054.04. Notwithstanding anything contained herein to the contrary: (i) Scheels shall not be responsible for any On-Premises Costs if this Agreement is terminated for any reason other than a default by Scheels under the Agreement; (ii) Scheels shall have no obligation to reimburse the Developer for any On-Premises Costs until thirty (30) days after Developer has fully completed the On-Premises Work; and (iii) On-Premises Costs shall not include any Taxes, including, without limitation, any S.I.D. costs. Developer has provided to Scheels and Scheels has approved an estimated budget as to the reimbursement cost and actual On Premises Costs based upon unit costs, a copy of which is attached hereto as Exhibit D(A). Developer shall deliver copies of all bids for the Developer On-Premises Work to Scheels and to Scheels' architect and Scheels shall have ten (10) days to review and approve such bids by written notice to Developer. In the event Scheels does not approve or disapprove the bids within 10 days following written notice to Scheels, then such bids shall be deemed approved by Scheels. Otherwise, except for any on-Premises S.I.D. Work, the Premises shall be delivered in an "AS-IS" condition. Scheels shall, at its sole cost and expense, field verify the "AS-IS" condition of the Premises, extend from the existing utility lines as necessary and connect to such underground utility facilities to provide such services as may be necessary to complete Scheels' Work and install separate meters. Scheels shall pay any hook-up or connection charges or fees related to utilities serving the Premises, except which are part of Developer's Work or as otherwise provided in this Agreement.

6. **S.I.D. Work and 300,000 Square Foot Requirement.** Developer agrees to cause to be constructed the S.I.D. Work. Developer also agrees to cause to be constructed the shell building for stores containing at least three hundred thousand (300,000) square feet of Floor Area exclusive of the Building but including specifically buildings C and E (as referenced in Section 1.2.2 of the Agreement). The 300,000 square feet of building shell space referenced herein shall hereinafter be referred to as the "300,000 Square Foot Requirement". Developer shall complete or cause to be completed, the S.I.D. Work and the 300,000 Square Foot Requirement, on or before May 1, 2004 provided that the 300,000 Square Foot Requirement Work completion and the S.I.D. Work completion shall be subject to Force Majeure. Without limiting any of Scheels' remedies hereunder, in the event Developer fails to complete the construction of Buildings C and E by the date required herein, then Developer, at its sole cost and expense must provide exiting in compliance with code along Scheels' building perimeter. If Developer fails to do so following a five (5) day written notice from Scheels, Scheels may immediately undertake

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EXHIBIT D

measures to provide such exiting and Developer shall immediately reimburse Scheels for the reasonable cost thereof, failing which Scheels may offset such amounts from all rent and charges due under the Agreement.

7. Improvement Plans.

(a) Developer and Scheels' Architects and Engineers. Scheels hereby approves of Developer's hiring of Klover Architects and Olsson & Associates Engineers for the performance of Developer's Work. Developer approves of R.L. Engebretson, P.C. as Scheels' architect/engineer.

(b) Preliminary Building Shell Plans. Completed and approved by Developer.

(c) Submittal of Preliminary Building Shell Plans. Completed.

(d) Final Building Shell Plans. Scheels shall cause its architect to prepare and deliver to Developer three (3) copies of final working drawings and specifications not later than the date specified on Exhibit D-1, for the Improvements based upon and conforming in all respects to the approved Preliminary Building Shell Plans (the "Scheels' Final Building Plans"). Upon receipt by Developer of Scheels' Final Building Shell Plans, Developer shall review and approve or reasonably disapprove Scheels' Final Building Shell Plans within fifteen (15) days; provided, however, Developer shall have no right to disapprove Scheels' Final Building Shell Plans to the extent they are consistent with the Preliminary Building Shell Plans approved by Developer. Once approved by Developer and stamped by Developer's architect, such plans shall become the "Approved Final Building Shell Plans".

(e) Submittal of Final Building Shell Plans. Scheels, with the cooperation of Developer (but at no additional expense to Developer for building permits, hook up fees, etc.), shall (i) submit the Final Building Shell Plans to the Planning Department and all other appropriate governmental agencies and prepare and submit to the same any applications, documents, studies, reports or other items necessary to obtain all approvals and permits required by law for the construction of Scheels' Work, including, without limitation, final grading permits and a building permit for the Improvements (collectively, "Scheels' Permits"); (ii) in all other respects diligently pursue the obtaining of Scheels' Permits; (iii) pay all necessary fees incidental to Scheels' Work; and (iv) furnish Developer such evidence thereof as is reasonably satisfactory to Developer. Scheels agrees to diligently and in good faith process any and all applications required from the city, county and any other governmental authority necessary to obtain Scheels' Permits. It is understood by both parties that some joint submission of plans, both building plans and site plans, will be required.

(f) Building Plan Approval. If Developer objects to the Scheels' Final Building Shell Plans or to any aspect thereof, Developer and Scheels' design and/or construction representatives shall, promptly after Scheels' receipt of Developer's notice of objections, meet and attempt in good faith to resolve Developer's objections. Developer acknowledges that it has no approval rights over the interior fit-up and fixturing and merchandising plans for the Improvements and Developer waives any such right that may be implied in the Agreement or this Work Letter.

(g) Scheels' Selection of Contractor. Developer hereby approves of Scheels' hiring of Sampson Construction for the performance of Scheels' Work.

(h) Confidentiality. So long as this Agreement is in effect, Developer agrees to use Developer's reasonable efforts to keep the Approved Final Building Shell Plans with respect to Scheels' Work confidential but shall have the right to provide such plans to prospective Developer's purchasers, investors, lenders and consultants and as may be required in any lawsuit or proceeding.

8. Construction of Scheels' Work. In accordance with the Work Schedule, Scheels shall enter into construction contracts to commence construction not later than the Delivery Date, for the construction of Scheels' Work in accordance with the Approved Final Building Shell Plans. Scheels shall supervise the completion of such work and shall use diligent efforts to secure completion of Scheels' Work in a good and workmanlike manner in accordance with the Approved Final Building Plans, its construction contract and the Work Schedule. Scheels agrees to use diligent efforts to cause construction of Scheels' Work to commence promptly following the issuance of Scheels' Permits and cause the completion of Scheels' Work in accordance with the Work Schedule. Developer agrees to reasonably cooperate with Scheels, at no cost to Developer, in connection to facilitate the construction of Scheels' Work. At all times during the course of constructing Scheels' Work, Developer shall have the right to enter upon the Premises to inspect Scheels' construction activities.

9. Installation of Scheels' FF&E. Following completion or concurrently with the construction of Scheels' Work and in accordance with the Work Schedule, Scheels shall cause the Premises to be fully equipped with Scheels' FF&E in accordance with the Approved Final Building Shell Plans.

10. Payment of the Construction Costs of the Improvements. Scheels shall be responsible for all costs associated with Scheels' Work. Developer shall be responsible for all costs associated with Developer's Work and payments for all of the work associated with the Developer's On-Premises Work Area.

11. Miscellaneous Construction Covenants.

(a) Diligent Construction. Scheels will promptly, diligently and continuously pursue construction of Scheels' Work to successful completion in full compliance with the Approved Final Building Shell Plans, its construction contract, the Work Schedule and this Work Letter. Developer will promptly, diligently and continuously pursue construction of Developer's Work to successful completion in compliance with the Work Schedule and this Work Letter. Developer and Scheels shall cooperate with one another during the performance of Scheels' Work and Developer's Work to effectuate such work in a timely and compatible manner.

(b) Compliance with Laws. Developer and Scheels will construct its respective Work in a safe and lawful manner. Developer and Scheels shall, at its sole cost and expense, in connection with each parties' respective Work, comply with all applicable laws and all regulations and requirements of, and all licenses and permits issued by, all municipal or other governmental bodies with jurisdiction. Copies of all filed documents and all permits and licenses shall be provided to Developer. Scheels shall notify Developer in writing not less than ten (10) days prior to the commencement of the construction of any portion of the Improvements as to name, telephone number and responsible party for each and every contractor and/or subcontractor who is about to commence work at the Premises.

(c) Indemnification. Developer and Scheels agree that their respective indemnities set forth in Section 10.1 of this Agreement shall also apply with respect to any acts or omissions

of such parties or their respective contractors, subcontractors, laborers, materialmen and suppliers.

(d) Insurance. Construction of the Improvements shall not proceed without Scheels first acquiring workers' compensation and comprehensive general public liability insurance and property damage insurance with minimum coverage of \$2,000,000 or issued by an insurance company meeting the requirements of the Agreement, as well as "All Risks" builders' risk insurance. Not less than thirty (30) days before commencing the construction of Scheels' Work, certificates of such insurance shall be furnished to Developer or, if requested, the original policies thereof shall be submitted for Developer's approval. All such policies shall provide that thirty (30) days prior notice must be given to Developer before modification, termination or cancellation. All insurance policies maintained by Scheels pursuant to this Work Letter shall name Developer and any lender with an interest in the Premises as additional insureds and comply with all of the applicable terms and provisions of the Agreement relating to insurance. The Contractor shall be required to maintain the same insurance policies as Scheels, and such policies shall name Scheels, Developer and any lender with an interest in the Premises as additional insureds.

(e) Coordination of Labor. All of Developer's and Scheels' contractors, subcontractors, employees, servants and agents must work in harmony with and shall not interfere with any labor employed by the other or its contractors. Each party shall deliver to the other, a weekly schedule of its work, to be updated monthly.

(f) Coordination with Agreement. Nothing herein contained shall be construed as (i) constituting Scheels as Developer's agent for any purpose whatsoever, or (ii) a waiver by Developer or Scheels of any of the terms or provisions of the Agreement. Any default by Scheels or Developer with respect to any portion of this Work Letter shall be deemed a breach of the Agreement for which the non-defaulting party shall have all the rights and remedies as in the case of a breach of said Agreement.

(g) Approval of Plans. Neither Developer nor Scheels will check the other party's drawings for building code compliance. Approval of the Final Building Shell Plans by Developer is not a representation that the drawings are in compliance with the requirements of governing authorities, and it shall be Scheels' responsibility to meet and comply with all Federal, state, and local code requirements. Approval of plans for Developer's Work by Scheels is not a representation that the drawings comply with requirements or governing authorities and all applicable Federal, state and local code requirements. Approval of the Final Building Shell Plans does not constitute assumption of responsibility by Developer or its architect for their accuracy, sufficiency or efficiency, and Scheels shall be totally responsible for such matters.

(h) Scheels' Deliveries. Scheels shall deliver to Developer, at least ten (10) days prior to the commencement of construction of Scheels' Work, the following information:

(i) The date on which Scheels' Work will commence, together with the estimated dates of completion of Scheels' construction and fixturing work, and the date on which Scheels expects to be ready to open for business in the Building, and

12. Further, Scheels' contractor will be required to attend weekly construction meetings hosted by Developer.

(a) Qualification of Contractors. All contractors engaged by Scheels shall be licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Developer's general contractor and other contractors on the job. All work shall be reasonably coordinated with the general Shopping Center work.

(b) Temporary Facilities During Construction. Scheels shall provide and pay for all temporary utility facilities and the removal of debris, as necessary and required in connection with the performance of Scheels' Work. Storage of Scheels' contractors' construction materials, tools, equipment and debris shall be confined to the Premises and in "staging" areas which may be reasonably designated for such purposes by Developer.

(c) Construction Barricade. Prior to the commencement of Scheels' Work, Developer will provide a staging area reasonably acceptable to Scheels, no less than 200 feet by 200 feet, undercut with 6" of rock; and Scheels shall construct and maintain, at Scheels' sole expense, a fence "Construction Barricade", which Scheels may be required to relocate at least once to accommodate Developer's site work.

(d) During Construction. Scheels' contractor shall keep the Approved Final Building Shell Plans on site at all times. During the period of construction, Developer and Scheels or their respective contractor(s) shall keep the area free of debris and dispose of all unused materials as soon as reasonably possible. All work undertaken by either party shall be at its own expense and shall not damage the Shopping Center, the outlots, or any part thereof. Any damage to the aforementioned caused by Scheels, Scheels' contractor and/or either's representatives, shall be the sole responsibility of Scheels and Scheels shall reimburse Developer for any costs incurred in connection with same. Any damage to the Premises caused solely by Developer, Developer's contractor(s) and/or either's representatives, shall be the sole responsibility of Developer and Developer shall reimburse Scheels for any costs incurred in connection with same.

IN WITNESS WHEREOF, this Work Letter is executed as of the date first written above.

"SCHEELS"

SCHEELS ALL SPORTS, INC., a North Dakota corporation

By: S.D. Scheel

Name: S.D. SCHEEL

Title: C.E.O.

"DEVELOPER"

BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership

By: RED DEVELOPMENT OF WEST DODGE, L.L.C, a Missouri limited liability company, its General Partner

By: E&R Holdings, LLC, an Arizona limited liability company, Manager

By: Michael L. Ebert
Michael L. Ebert, Manager

EXHIBIT D (A)

The Developer shall provide to Scheels from the Developer's Engineer of Record, Olsson Associates, an estimated quantity take-off and unit cost of all On-Site Premises work relating to the Lot 3 and services to Scheels' building based upon drawings provided in Exhibit D-2, Developer Work Plans. Scheels' obligation to reimburse Developer for On-Premises Costs shall be determined and calculated by utilizing such unit costs, subject to the following. Said work relating to Lot 3 improvements shall include but not be limited to grading, base course, asphalt, concrete, striping, curb & gutter, lighting and landscaping and work relating to the services to Scheels' building shall include but not be limited to sanitary sewer laterals, storm sewer lateral, water lines, gas lines, power. These quantities and estimates shall be based upon final work in place including all labor, materials, equipment, sales tax, permits and contractor's mark-up. Without limiting the scope of the Developer's On-Premises Work, Developer acknowledges and agrees that Scheels shall have no obligation to reimburse Developer or any other party (i) for any On-Premises Work or On-Premises Costs which do not lie within the Premises, or (ii) for any sidewalk costs, or (iii) for any sanitary sewer laterals, storm sewer laterals, water lines, gas lines, power lines or similar items which serve buildings or lots other than the building to be constructed by Scheels.

The Developer shall take bids from the contractor(s) associated for the work and review the bids with the Scheels' Architect, prior to awarding and entering into a contract with said contractor(s), as outlined in Exhibit D. If during the construction, substantial changes occur to quantity or unit cost or both of any contract for the work, the Developer shall notify the Scheels and Scheels' Architect, indicating reasons for said adjustment and the parties shall again follow the bid approval process outlined in Exhibit D with respect to any such changes.

Upon completion of the Work, the Developer shall provide to the Scheels for approval by Scheels' Architect a complete accounting of the quantities and final costs in a format similar and comparable to the estimated quantities provided prior to start of construction. The costs shall include all labor, materials, equipment, sales tax, permits and contractor's mark-up. Final cost shall not include any mark-ups by Developer, developer or other entity not actually doing the work.

Further, Scheels shall have no responsibility or obligation to pay, by way of direct reimbursement or payment of any special assessment or by way of reimbursement to Developer or any other party (i) any so-called "park contributions" or "Trials/Blvd fees" (or similar types of obligations), or (ii) any "equivalent front footage charge", or (iii) "Special Sewer Connection Fees" or city sewer connection and/or permit fees, and all of the foregoing payments, fees and contributions shall be paid by Developer or other parties without contribution by Scheels.

EXHIBIT D-1
WORK SCHEDULE

<u>Architect's Selection</u>		<u>Time</u>
1.	Submittal to Developer of name of Scheels' Architect.	<u>DONE</u>
2.	Developer's approval of Scheels' Architect.	<u>DONE</u>
 <u>Developer's Work</u>		<u>Time</u>
1.	Submittal of Developer's Work Plans to Scheels	March 1, 2003
2.	Scheels' approval of Developer's Work Plans	March 30, 2003
3.	Developer starts site improvements	April 1, 2003
4.	Developer delivers graded pad	May 1, 2003
5.	Completion of Developer's On-Premises Work and the S.I.D. Work	May 1, 2004
6.	Completion of Curb and Gutter and Base Course Asphalt on Premises	November, 2003
 <u>Scheels' Work (subject to the terms of the Agreement)</u>		<u>Time</u>
1.	Submittal of Final Building Shell Plans to Developer	April 1, 2003
2.	Developer's approval of Final Building Shell Plans	April 15, 2003
3.	Submittal of Final Building Shell Plans to City	April 1, 2003
4.	Completion of Scheels' Work and Installation of FF&E	May 1, 2004

EXHIBIT D-2

DEVELOPER'S WORK PLANS

SHEET INDEX

VILLAGE POINTE SHOPPING CENTER	
SHEET LABEL	SHEET DESCRIPTION
PRIVATE CONSTRUCTION PLANS	
STE1	SITE PLAN
GRD01	GRADING COVER PLAN
GRD02-GRD03	GRADING PLAN
GRD04	GRADING CUT/FILL PLAN
GRD05	GRADING HORIZONTAL CONTROL PLAN
GRD06	GRADING EROSION CONTROL PLAN
GRD07	GRADING EROSION CONTROL DETAIL PLAN
WAT01	WATER SERVICE COVER PLAN
WAT02-WAT04	WATER SERVICE PLAN
SAN01	SANITARY SEWER SERVICE COVER PLAN
SAN02-SAN04	SANITARY SEWER SERVICE PLAN
STM01	STORM SEWER COVER PLAN
STM02-STM04	STORM SEWER PLAN
UTL01	DRY UTILITY COVER PLAN
UTL02-UTL04	DRY UTILITY PLANS
RET01-RET02	RETAINING WALL PLAN & PROFILES
PAV01	PAVING COVER PLAN
PAV02	PAVEMENT TYPE PLAN
PAV03	PAVEMENT DETAILS
PAV04	PAVING COORDINATE DATA
PAV05-PAV10	PAVING GEOMETRICS PLAN
PAV11-PAV16	PAVING SPOT ELEVATIONS PLAN
PAV17-PAV19	PAVEMENT STRIPING PLAN
LTC01	ELECTRICAL SITE LIGHTING PLAN

Civil Design Cover sheet, Village Pointe,
Omaha, Nebraska prepared by Olsson
Associates dated February 21, 2003

EXHIBIT D-1

WORK SCHEDULE (ESTIMATE)

- | | <u>Architect's Selection</u> | <u>Time</u> |
|----|---|-------------|
| 1. | Submittal to Developer of name of Scheels' Architect. | <u>DONE</u> |
| 2. | Developer's approval of Scheels' Architect. | <u>DONE</u> |

- | | <u>Developer's Work</u> | <u>Time</u> |
|----|--|-------------|
| 1. | Submittal of Developer's Work Plans to Scheels | |
| 2. | Scheels' approval of Developer's Work Plans | |
| 3. | Developer starts site improvements | |
| 4. | Developer delivers graded pad | |

- | | <u>Scheels' Work (subject to the terms of the Lease)</u> | <u>Time</u> |
|----|--|-------------|
| 1. | Submittal of Preliminary Building Plans to Developer | |
| 2. | Developer's approval of Preliminary Building Plans | |
| 3. | Submittal of Preliminary Building Plans to City | |
| 4. | Submittal of Final Building Shell Plans to Developer | |
| 5. | Developer's approval of Final Building Shell Plans | |
| 6. | Submittal of Final Building Shell Plans to City | |
| 7. | Completion of Scheels' Work and Installation of FF&E | |

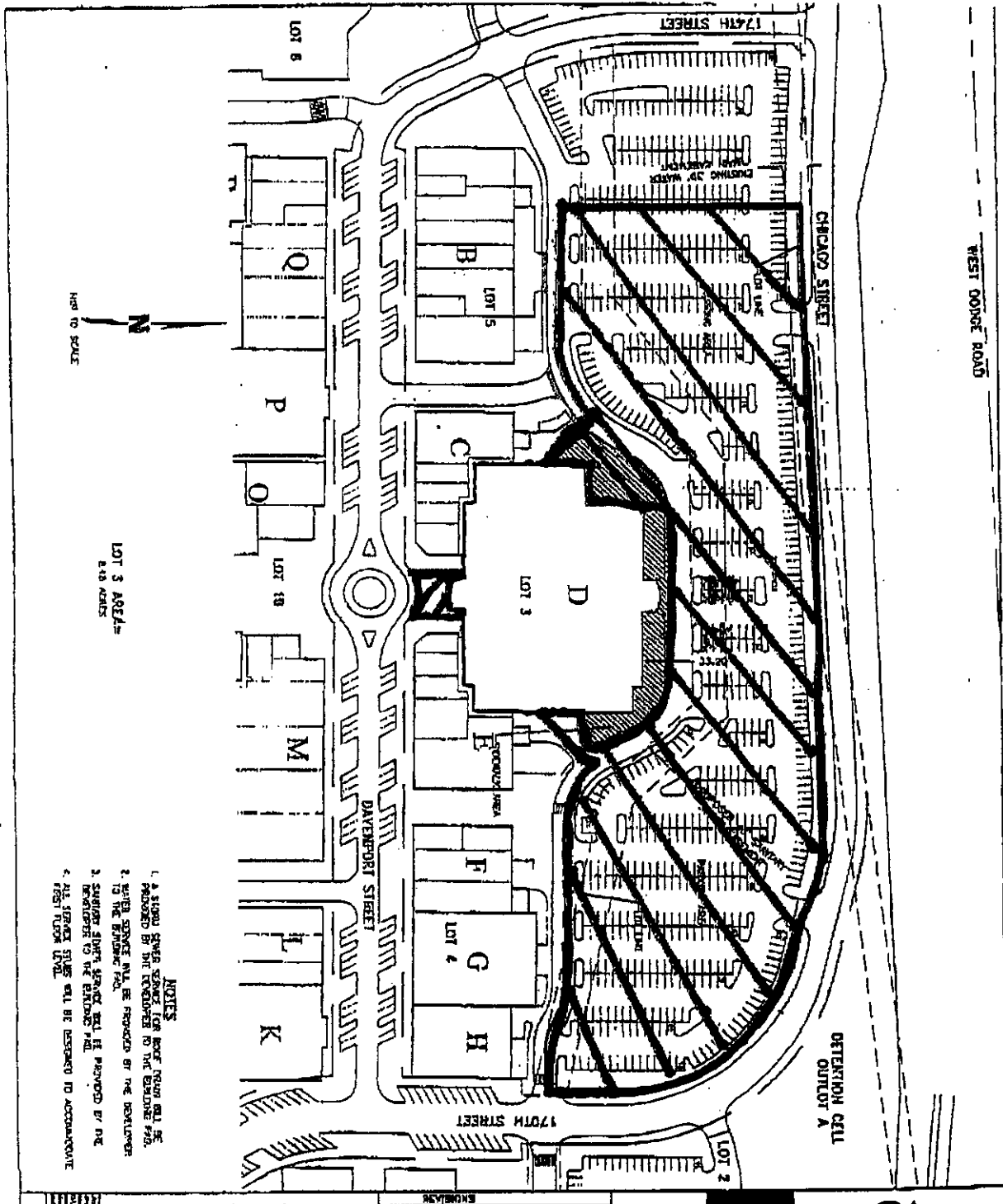
EXHIBIT D-2

DEVELOPER'S WORK PLANS

To be attached once mutually agreed upon by the parties.

EXHIBIT D-3

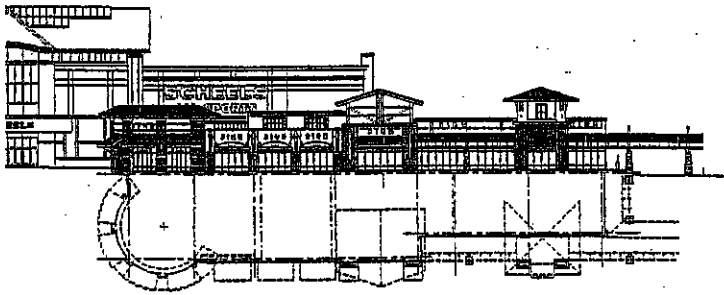
DEVELOPER ON-PREMISES WORK AREA



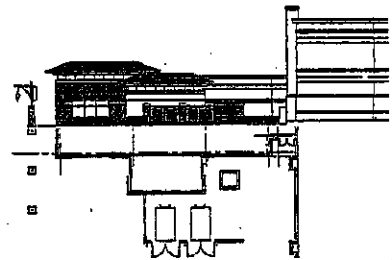
- NOTES
1. A STORM WATER SEWER FOR ROOF DRAINAGE WILL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 2. WATER SERVICE WILL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 3. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE DEVELOPER TO THE BUILDING PAD.
 4. ALL SERVICE SLICES WILL BE DESIGNED TO ACCOMMODATE FIRST FLOOR LEVEL.

EXHIBIT E

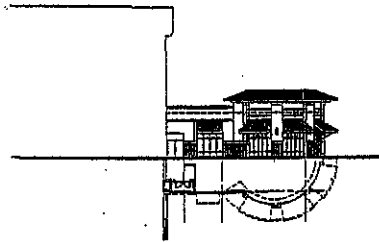
PRELIMINARY SKETCH OF BUILDINGS C AND E



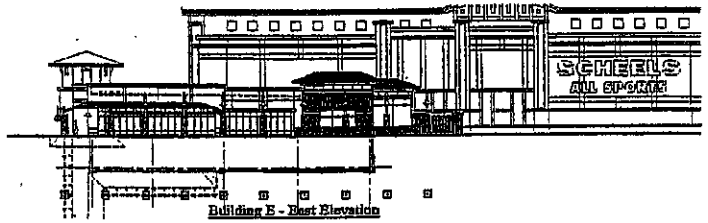
Building E - South Elevation
Scale 1/16" = 1'-0"



Building E - North Elevation
Scale 1/16" = 1'-0"



Building E - West Elevation
Scale 1/16" = 1'-0"



Building E - East Elevation
Scale 1/16" = 1'-0"

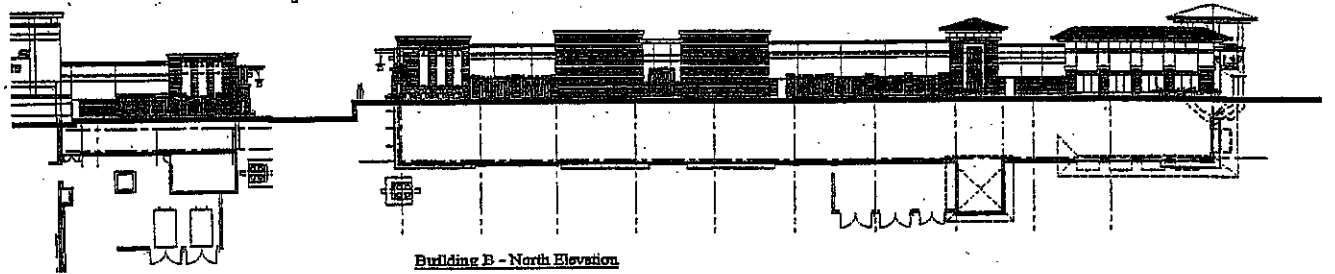
Sheet 1
March 14, 2005

Design Development
Building E

Village
Pointe
Omaha, Nebraska

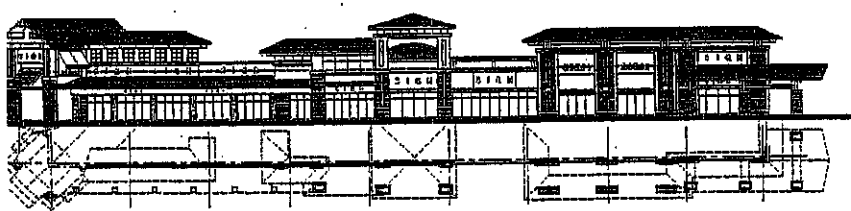


S. Scher

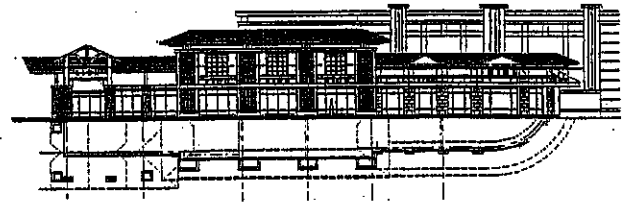


Building C - North Elevation
Scale: 1/16" = 1'-0"

Building B - North Elevation
Scale: 1/16" = 1'-0"



Building B - South Elevation
Scale: 1/16" = 1'-0"



Building C - South Elevation
Scale: 1/16" = 1'-0"

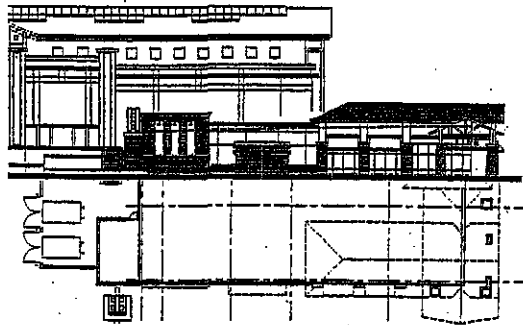
March 6, 2003

Design Development
Buildings B and C

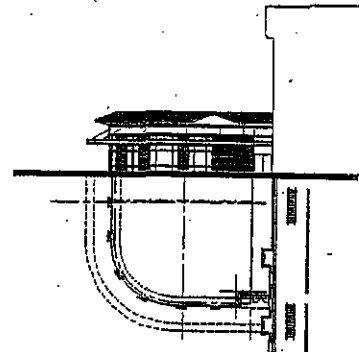
Village
Pointe
Omaha, Nebraska



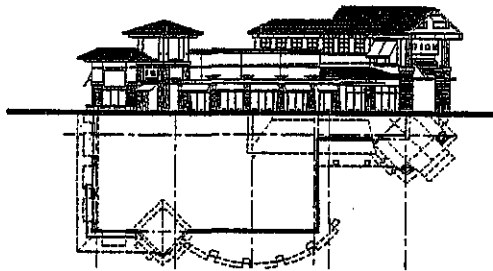
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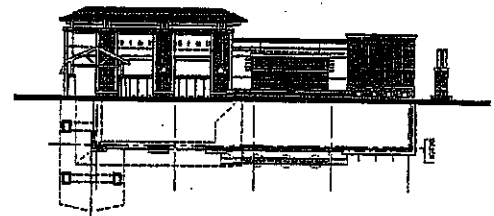
Building C - West Elevation
Scale: 1/16" = 1'-0"



Building C - East Elevation
Scale: 1/16" = 1'-0"



Building B - West Elevation
Scale: 1/16" = 1'-0"



Building B - East Elevation
Scale: 1/16" = 1'-0"

March 6, 2003

Design Development

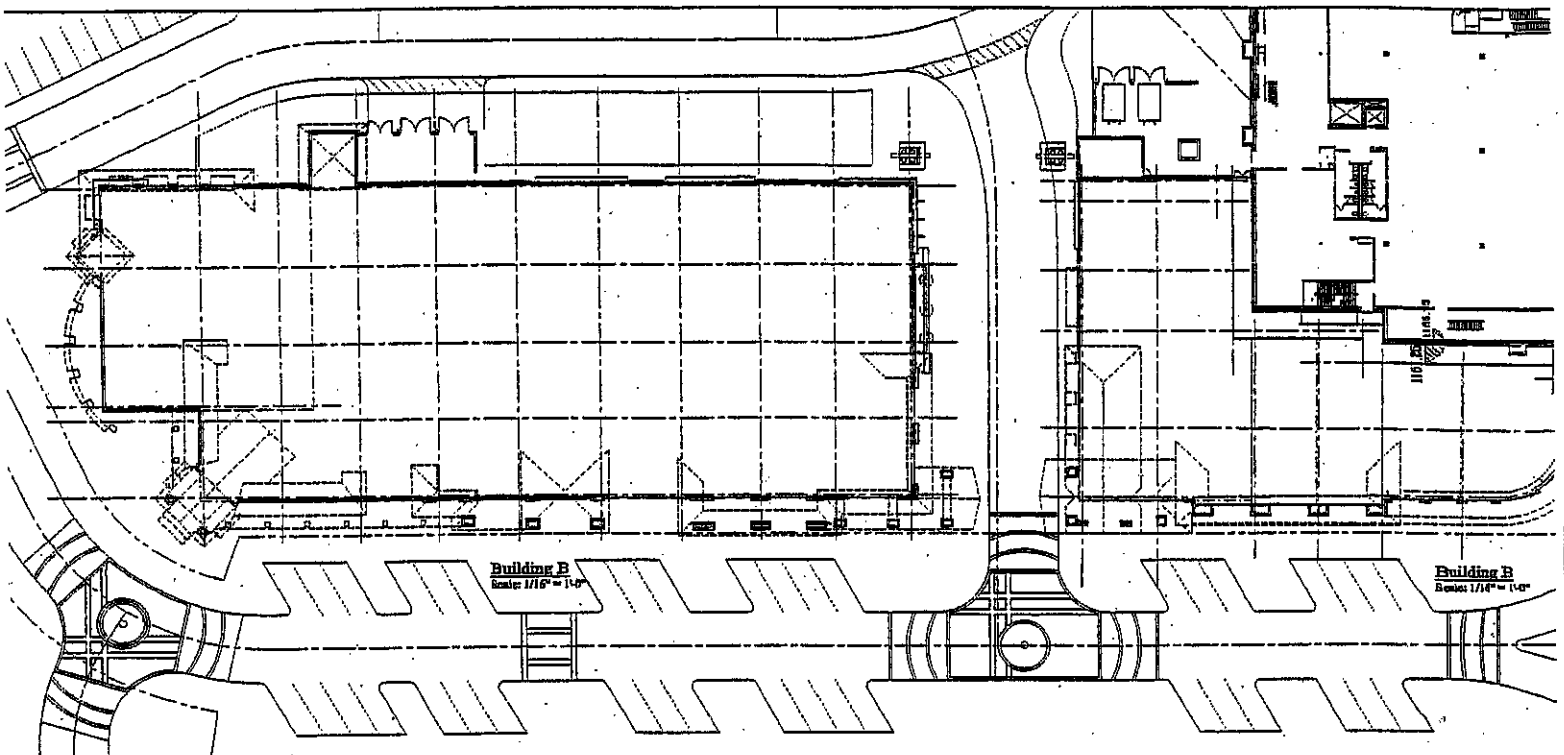
Buildings B and C

Village Pointe

Omaha, Nebraska



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Design Development
Buildings B and C

**Village
Pointe**
Omaha, Nebraska

