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**VENDOR'S AFFIDAVIT**

The undersigned, **Cabela's Wholesale, Inc.**, a Nebraska corporation, as successor by merger to Cabela's Retail, Inc. ("**Vendor**"), being first duly sworn, states that Vendor is this day conveying to Wal-Mart Real Estate Business Trust, a Delaware statutory trust, by Limited Warranty Deed, certain real estate located in Lake County, Indiana, as more particularly described on the attached Exhibit A, incorporated herein by reference (hereinafter referred to as the "**Real Estate**").

The undersigned hereby represents that this real estate is not "property" as defined in Indiana Code 13-11-2-174 and is not, and has not been used, as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-25-3-1, et seq. (Indiana Responsible Property Transfer Law), is required for this transaction. Notwithstanding the foregoing, Vendor represents the following: (a) the adjacent property owned by Vendor had contained a 1,000-gallon underground storage tank which was removed on November 24, 2003; (b) during the removal of the tank, petroleum odors were observed in the subsurface material, and the Indiana Department of Environmental Management ("**IDEM**") was notified; (c) 547 tons of impacted soil were subsequently removed from the site of the tank, the surrounding soil was sampled, and a #2 Heating Oil Underground Storage Tank and Closure Report (the "**Report**") was prepared by Terracon on behalf of Vendor on March 13, 2007, and (d) the Report indicated that concentrations of polynuclear aromatic hydrocarbons were below the limits imposed by IDEM in all soil samples collected and requested that a No Further Action Letter be issued and the IDEM Emergency Response Incident be closed with respect to the subject site.

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate dated August 23, 2013, and last revised Nov 26, 2013, issued by Meridian Title Corporation, as Agent for Chicago Title Insurance Company ("**Title Company**") as number 11-42123.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in said commitment.
2. Current taxes not delinquent.
3. Whatever matters affecting the Real Estate, if any, are disclosed in the above-referenced Limited Warranty Deed.

Vendor has not executed, or permitted anyone on Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or

HOLD FOR MERIDIAN TITLE CORP.

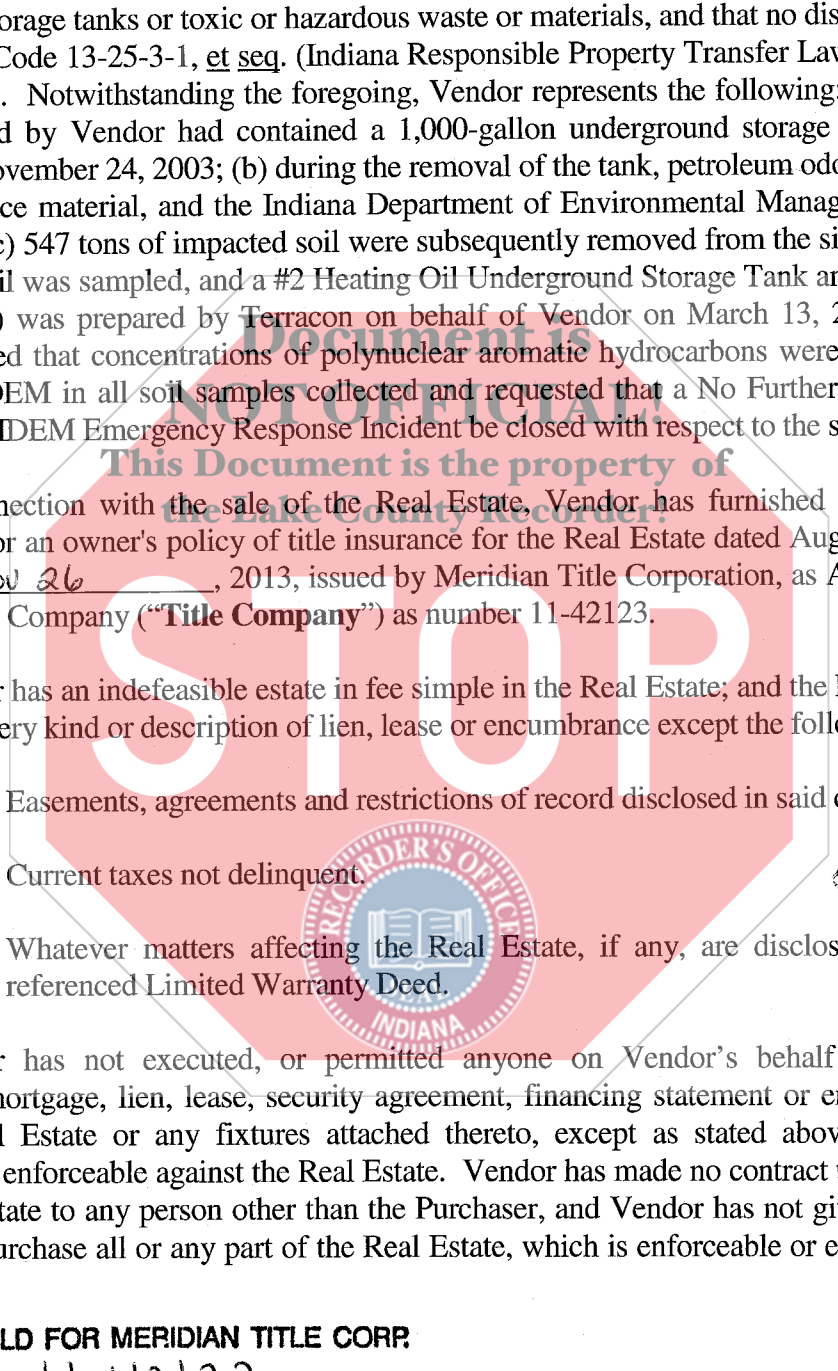
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LAKE COUNTY AUDITOR

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at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Vendor as owner and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor will deliver possession of Real Estate to Purchaser at Closing free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof. The individual executing this Affidavit and the Deed is under no legal disability, is a citizen of the United States, and has full legal capacity to convey the Real Estate.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser, Title Company and all other persons to rely on such representations.

[SIGNATURE PAGE FOLLOWS]



(Signature Page to Vendor's Affidavit)

**CABELA'S WHOLESALE, INC.,**  
a Nebraska corporation, as successor by  
merger to Cabela's Retail, Inc.

By: [Signature]  
Printed: Mark Niehueser  
Title: V.P.

STATE OF Nebraska  
COUNTY OF Cheyenne SS:

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

Before me, the undersigned, a Notary Public, in and for said County and State this 8th day of November, 2013, personally appeared Mark Niehueser, the Vice President of Cabela's Wholesale, Inc., a Nebraska corporation, as successor by merger to Cabela's Retail, Inc., and who, having been duly sworn, acknowledged the execution of this Deed on behalf of said corporation.

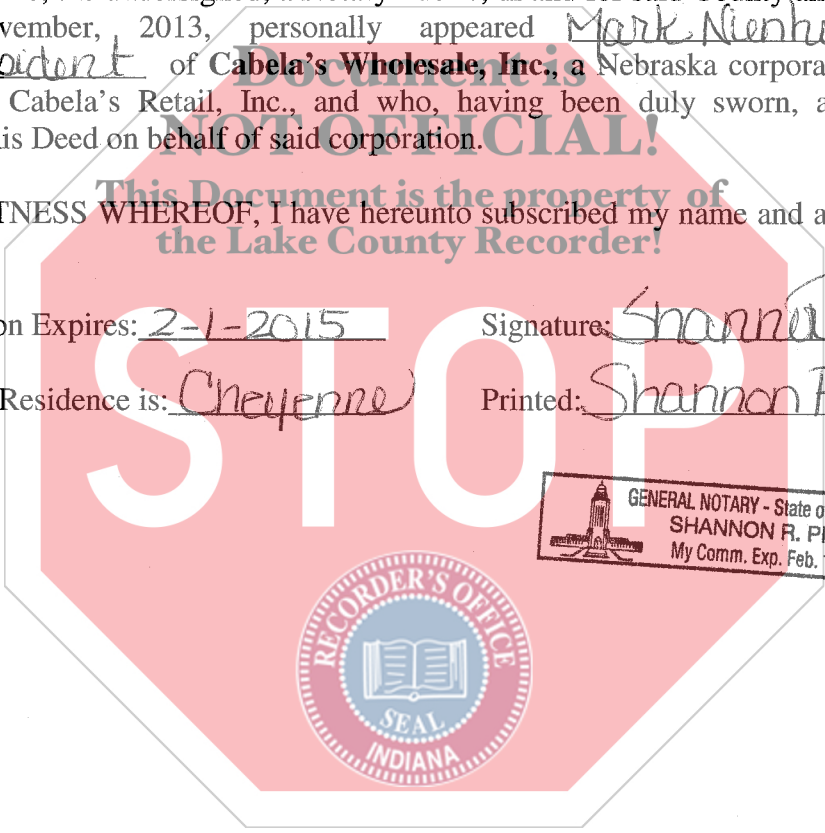
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 2-1-2015

Signature: [Signature]

My County of Residence is: Cheyenne

Printed: Shannon R. Pittam



GENERAL NOTARY - State of Nebraska  
SHANNON R. PITTAM  
My Comm. Exp. Feb. 1, 2015



**EXHIBIT A**

**Legal Description**

LOT 1 IN BLOCK 3 IN RESUBDIVISION OF BLOCK 3, CABELA'S GATEWAY ADDITION, BEING A RESUBDIVISION OF BLOCK 3 IN CABELA'S GATEWAY ADDITION TO THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 17 AND PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF RESUBDIVISION RECORDED NOVEMBER 4, 2013 AS DOCUMENT 2013 081422, IN BOOK 106, PAGE 67 IN LAKE COUNTY, INDIANA.

