

BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT, dated as of the ____ day of ____, 2007, by and between the City of Greenwood, Indiana ("City"), a municipal corporation organized and existing under the laws of the State of Indiana and Cabela's Incorporated ("Purchaser"), a corporation duly organized under the laws of the State of Delaware and qualified to do business in the State of Indiana.

WITNESSETH:

WHEREAS, the City has duly authorized the issuance of its bonds designated "Taxable Economic Development Revenue Bonds, Series 2007" ("Bonds") in the aggregate principal amount of \$18,000,000 by the adoption of its Bond Ordinance on _____, 2007, a true and correct copy of which is incorporated herein by reference ("Bond Ordinance") and as described in the Trust Indenture, dated as of _____ 1, 2007 ("Indenture") between the City and Wells Fargo, N.A., as trustee ("Trustee"); and

WHEREAS, the Purchaser has authorized the purchase of the Bonds;

NOW, THEREFORE, THE CITY AND THE PURCHASER AGREE:

Section 1. Purchase and Sale of the Bonds. (a) The Purchaser hereby agrees to purchase the Bonds and the City hereby agrees to use its best efforts to issue the Bonds and to sell the Bonds to the Purchaser at par. The Bonds shall be paid for in installments and the first installment shall be for \$_____ to be deposited with Trustee pursuant to the Indenture. The Bonds shall be dated their date of issuance and shall accrue interest at the rate of 7.5% as provided in Section 3.2 of the Loan Agreement between the City and Cabela's Retail, Inc. dated _____ 1, 2007 ("Loan Agreement"). The Bonds shall mature on February 1, 2030 and shall be subject to mandatory redemption as described in the Indenture. The other terms of the Bonds are set forth in the Bond and the Indenture. The Bond shall constitute a contract between the City and the Purchaser, as the owners of the Bonds.

(b) The City has authority to issue the Bonds and to enter into and perform its obligations under the Bond Ordinance, the Loan Agreement and the Indenture.

(c) The Bond Ordinance has been duly and validly adopted. This Agreement has been, and the Loan Agreement and the Indenture, when executed and delivered, will have been, duly and validly authorized, executed and delivered, and will be valid and binding obligations of the City enforceable in accordance with their terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and general principles of equity.

(d) The Bonds, when issued, delivered and paid for as provided for herein and in the Bond Ordinance and Indenture, will have been duly and validly authorized, executed and issued and will constitute valid and binding special limited obligations of the Authority, enforceable in accordance with their terms and provisions.

(e) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or in any court, public board, or body now pending and to which the City is a party, or, to the knowledge of the City, threatened against the City, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the validity or enforceability of the Bonds, the Indenture, the Loan Agreement, this Agreement or the transactions contemplated thereby.

(f) The City has taken or will take prior to closing all actions required by law to enable it to issue its Bonds.

(g) Prior to delivery of the Bonds by the City, the Purchaser will provide an investment letter to the effect that by acceptance of the Bonds, the Purchaser will be deemed to have consented to all of the terms and provisions of the Bond Ordinance, the Indenture and the Loan Agreement and will represent that:

(i) It is a sophisticated investor and is familiar with securities such as the Bonds.

(ii) It is familiar with the City and the Borrower; it has received such information concerning the City, the Borrower, the Bonds and the TIF Revenues (as defined in the Indenture) as it deems to be necessary in connection with investment in the Bonds. It has received, read and had an opportunity to comment upon copies of the Indenture and the Loan Agreement. Prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the City and the Borrower concerning the terms and conditions of the Bonds, the tax status of the Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform (including the circuit breaker), and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the City or the Borrower possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Ice Miller LLP, Williams, Hewitt, Barrett, & Wilkowski, LLP, or O.W. Krohn & Associates, LLP for information concerning the financial status of the City or the Borrower or the fiscal ability of the City or the Borrower to honor their financial obligations or other covenants under the Bonds, the Indenture or the Loan Agreement.

(iii) It is acquiring the Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Bonds without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

(iv) It understands that the Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Bonds only if the Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a

certificate stating that it reasonably believes that the transferee is a "Qualified Institutional Buyer" within the meaning of Section (a) of Rule 144A ("Rule 144A") promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Bonds.

(v) It understands that the sale or transfer of the Bonds in principal amounts less than \$100,000 is prohibited other than through a primary offering.

(vi) It understands that the City's collection of TIF Revenues may be limited by operation of IC 6-1.1-20.6, which provides taxpayers with a tax credit for all property taxes in an amount that exceeds two percent (2%) of the gross assessed value of a homestead. Beginning with property taxes due and payable in 2010, all personal and real property of every type will be entitled to a tax credit for all property taxes in an amount that exceeds 3% of the gross assessed value of property.

(vii) It has investigated the security for the Bonds, including the availability of TIF Revenues to its satisfaction, and it understands that the Bonds are payable from loan repayments from the Purchaser under the Loan Agreement, offset by available TIF Revenues. It further understands that the City does not have the power or the authority to levy a tax to pay the principal of or interest on the Bonds.

(viii) It recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction. Nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

(ix) It understands that interest on the Bonds is taxable for federal income tax purposes.

(h) The obligation of the Purchaser to purchase and pay for the Bonds is subject to the following conditions:

(i) Simultaneously with the delivery to, or at the direction of, the Purchaser of the Bonds, which Bonds shall be substantially in the form set forth in the Indenture, the City shall furnish to the Purchaser a transcript of proceedings and the opinion of Ice Miller LLP, bond counsel, addressed to the Purchaser and the Trustee as to, among other things, the validity of the Bonds.

(ii) All proceedings and related matters in connection with the authorization, issuance, sale and delivery of the Bonds shall have been satisfactory in form and substance to the Purchaser and its counsel, and such counsel shall have been furnished with such documents, certificates, opinions, papers and information as they may have reasonably requested to enable them to pass upon the matters related to the Bonds.

Section 2. The Purchaser shall have the right to terminate this Agreement and thereupon be relieved of its obligations hereunder to purchase the Bonds, by written notice to the City of its election to do so between the date hereof and the Closing Date, if at any time hereafter and prior to the Closing Date:

(a) Legislation shall be introduced, by amendment or otherwise, in, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering or sale of the Bonds or of obligations of the general character of the Bonds, contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of the Bonds or of obligations of the general character of the Bonds, as contemplated hereby.

(b) Any event shall have occurred, or information become known, which, in the Purchaser's opinion, makes untrue, incorrect or misleading in any material respect any statement or information previously provided to it.

Section 3. If any provision of this Purchase Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Purchase Agreement and this Purchase Agreement shall be construed and be in force as if such invalid or unenforceable provision had not been contained herein.

Section 4. This Purchase Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Purchaser and the City each agree that they will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Purchase Agreement.

Section 5. No waiver by either the Purchaser or the City of any term or condition of this Purchase Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Purchase Agreement.

Section 6. This Purchase Agreement merges and supersedes all prior negotiations, representations, and agreements between the Purchaser and the City relating to the subject matter hereof and constitutes the entire agreement between the Purchaser and the City in respect hereof.

IN WITNESS WHEREOF, we have hereunto set our hands as of the day first above written.

CITY OF GREENWOOD, INDIANA

Mayor

Attest:

Clerk-Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as of the day first above written.

By: _____

Printed: _____

Title: _____