

Exhibit 1

EFiled: Jul 31 2018 08:42PM EDT
Transaction ID 62291585
Case No. 2018-0572-



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CABELA'S LLC, a Delaware limited
liability company,)

Plaintiff,)

v.)

MATTHEW HIGHBY, an individual,)
MOLLY HIGHBY, an individual,)
and HIGHBY OUTDOORS, LLC, a)
Nebraska limited liability company,)

Defendants.)

C.A. No. 2018-_____

VERIFIED COMPLAINT

Plaintiff Cabela's LLC ("Cabela's" or the "Company"), by and through its attorneys, for its complaint against Defendants Matthew L. Highby ("Matt Highby" or "Mr. Highby"), Molly Highby ("Ms. Highby" and collectively with Mr. Highby, "Mr. and Ms. Highby" or the "Highbys"), and Highby Outdoors, LLC ("Highby Outdoors"), hereby alleges with knowledge as to itself and on information and belief as to all other matters, as follows:

NATURE OF THE ACTION

1. This is an action for injunctive and monetary relief arising from recent acts of unfair competition and misappropriation of confidential information by the Highbys and Highby Outdoors against Cabela's, in violation of a series of

Proprietary Matters Agreements (the “PMAs”) between each of the Highbys and Cabela’s Incorporated, a Delaware corporation and predecessor-by-conversion to Cabela’s, and Nebraska state law. Cabela’s is a Delaware limited liability company and citizen of Sidney, Nebraska.

2. Until recently, Mr. and Ms. Highby were both longtime employees of Cabela’s, with access to many of its customer and vendor lists and much of its employee information, business plans, and other confidential information. In connection with their employment with Cabela’s, Mr. and Ms. Highby each received grants of numerous shares of valuable Cabela’s stock in exchange for their agreement not to compete unfairly against Cabela’s or solicit its customers, vendors, or employees for at least 18 months following their respective departures from the Company, and to protect its confidential information.

3. In late 2017, the predecessor-by-conversion of Cabela’s LLC, Cabela’s Incorporated, was acquired by Bass Pro Group, LLC (“Bass Pro”). At the acquisition price of \$61.50 a share, the stock grants that Mr. and Ms. Highby received in exchange for their agreements not to compete unfairly against Cabela’s or to solicit its customers, vendors, or employees would have been worth a combined, net total of almost \$2 million.

4. Following the acquisition, Cabela’s moved some of its functions from Sidney, Nebraska to Springfield, Missouri (where Bass Pro is

headquartered) and, although it remains the largest employer in Sidney, Cabela's reduced its workforce there. To mitigate the impact of these changes, and as a reflection of its longstanding commitment to the community, Cabela's placed nationwide newspaper ads promoting Sidney and offering virtually free office space to any company that would bring jobs there. Further, as part of a successful effort to minimize involuntary layoffs in Sidney, it offered generous retirement and separation opportunities to certain of its employees there.

5. Mr. and Ms. Highby both were among the Cabela's employees who requested and received a separation package. Each of them accepted a separation payment of approximately \$100,000 and was asked in exchange to sign a separation agreement that, among other things, affirmed their confidentiality and certain other obligations under the terms of the PMA. Mr. and Ms. Highby both signed the separation agreement, and on April 6 and March 8 2018, respectively, (their "Departure Dates") they voluntary left the Company. Combined with the stock grants referred to above, the Highbys have been granted almost \$2.2 million in total consideration (using the recent acquisition price) in exchange for their commitments to honor their various confidentiality, non-competition, and non-solicitation obligations to Cabela's.

6. Unbeknownst to Cabela's, during the time the Highbys were still employed by Cabela's, they were laying plans to launch a competing

enterprise in direct violation of their contractual and legal obligations to Cabela's. In particular, the Highbys formed Highby Outdoors, LLC ("Highby Outdoors") as a Nebraska limited liability company on March 19, 2018, more than two weeks before Mr. Highby had left the Company. And just four days after Mr. Highby's departure, on April 10, 2018, the City of Sidney committed \$500,000 to Highby Outdoors in exchange for its promise to create at least 25 jobs and \$2 million in payroll for 12 consecutive months.

7. During the months leading up to his departure, Mr. Highby repeatedly used his Cabela's-issued computer to conduct business on behalf of Highby Outdoors, including by researching a physical location, registering a URL, interacting with the U.S. Small Business Administration, and designing a logo for Highby Outdoors, in competition with Cabela's.

8. In response to a letter sent by Cabela's demanding his compliance with his various obligations to Cabela's, counsel for Matt Highby and Highby Outdoors confirmed their plans to compete with Cabela's through the operation of an online sporting goods retailer starting as early as the fall of 2018.

9. The Highbys' past, ongoing, and planned activities with Highby Outdoors are in and will be in clear violation of their obligations to Cabela's under the PMA and Nebraska state law, and Highby Outdoors is itself in violation of Nebraska state law. With this action, Cabela's seeks an order preliminarily and

permanently enjoining Mr. and Ms. Highby from further violating the PMA and their separation agreements, permanently enjoining Highby Outdoors from competing unfairly against it, and granting it such other and further relief as the PMA and applicable law provide and this Court deems proper.

PARTIES

10. Plaintiff Cabela's LLC is a limited liability company duly organized and existing under the laws of the State of Delaware and maintaining its principal place of business at One Cabela Drive, Sidney, Nebraska 69160.

11. Defendant Highby Outdoors is a limited liability company duly organized and existing under the laws of the State of Nebraska and maintaining its principal place of business at 232 Greenwood Road, Sidney, Nebraska 69162.

12. Defendant Matthew Highby is the President of Highby Outdoors and an individual residing in Sidney, Nebraska. He is the spouse of Molly Highby.

13. Defendant Molly Highby is the Registered Agent of Highby Outdoors and an individual residing in Sidney, Nebraska. She is the spouse of Matthew Highby.

JURISDICTION AND GOVERNING LAW

14. This Court has subject matter jurisdiction pursuant to Section 341 of Title 10 of the Delaware Code, which empowers this Court "to hear and

determine all matters and causes in equity.” This Court has subject matter jurisdiction over Cabela’s damages claims under the clean-up doctrine.

15. Personal jurisdiction is proper because Cabela’s and each of the Highbys consented to jurisdiction pursuant to Section 16(b) of their most recent PMA, which provides in relevant part: “Any action relating to or arising out of this [PMA] shall be brought only in a court of competent jurisdiction located in Delaware and the parties expressly consent to such venue. Employee consents to the personal jurisdiction of the courts located in Delaware over him or her.”

16. Pursuant to Section 16(b) of the Highbys’ most recent PMA, Delaware law governs that PMA. The PMA provides in relevant part: “this [PMA] shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state.”

FACTUAL BACKGROUND

A. Through Their Employment with Cabela’s, the Highbys Received and Had Access to a Broad Range of the Company’s Confidential Information, Including Its Trade Secrets.

17. Cabela’s sells hunting, fishing, and other outdoor equipment both online and through retail outlets across North America. It began in Chappelle, Nebraska in 1961, when Dick Cabela came up with a plan to sell fishing flies he

purchased while at a furniture show in Chicago. By 1969 it was operating out of a 50,000 square-foot building in neighboring downtown Sidney.

18. Mr. Highby joined Cabela's in 1995, as a Specialist. He then worked his way up in the Company and most recently served as the Category Manager for its Optics and Cutlery product categories. Among other things, he was responsible in that position for managing key aspects of the Company's financial and pricing strategies, vendor selection and relationships, demand and lifecycle planning, and employee training and development. Mr. Highby is also the son of Dennis Highby, who joined Cabela's in 1976, served as its President and CEO from 2003 through 2009, and continued through the acquisition by Bass Pro to serve on Cabela's Board of Directors.

19. Ms. Highby joined Cabela's in 1999, as an Associate. She similarly worked her way up in the Company and most recently served as its Sourcing Manager. Among other things, Ms. Highby was responsible in that position for leading the Company's sourcing strategy for raw materials and finished products, managing its production operations in accordance with its deadlines and quality standards, monitoring vendor performance, analyzing raw materials and product inventories and global demand patterns, and executing to the Company's financial targets.

20. While employed with Cabela's, Mr. and Ms. Highby each

received and enjoyed broad access to a range of the Company's highly sensitive, confidential, and proprietary information, including its trade secrets. This includes information concerning the Company's products and services, markets, current and prospective customers and the buying patterns and needs of such customers, current and potential vendors and suppliers and its purchasing histories with such vendors and suppliers, pricing, quoting, and costing systems, billing and collection procedures, financial, accounting, and technical data, marketing concepts and strategies, business plans and activities, research and development plans and activities, and general product, service, and business know-how, information which is generally not known or available to the public and which the Company makes great efforts to maintain as confidential, and the unauthorized use or disclosure of which would cause significant harm to the Company.

B. The Highbys Entered into Proprietary Matters Agreements with Cabela's over Time and Most Recently in March 2016, in Connection with Their Participation in the Company's Stock-Grant Program.

21. During the Highbys' employment with Cabela's, the Company offered certain of its employees opportunities to participate in a stock-grant program. This program, which reflected Cabela's commitment to the well-being of its employees, enabled participants to build equity in the Company at no cost to them. The only requirement that Cabela's imposed was that participants sign and abide by an agreement obligating them to protect the Company's confidential

information and refrain from unfairly competing against it. The purpose of these agreements was to protect Cabela's, its employees and stockholders, and their families against employees or former employees exploiting their knowledge of and positions at the Company to appropriate Cabela's goodwill and undermine its success in the market.

22. The Highbys were frequent participants in the Cabela's stock-grant program. Mr. Highby has received grants of almost 23,000 shares since 2005, which at the recent Bass Pro acquisition price of \$61.50 a share would have been worth a net total of over \$1 million. Similarly, Ms. Highby has received grants of almost 20,000 shares since 2006, which at the recent acquisition price would have been worth a net total of almost \$1 million.

23. As a condition to receiving their shares under the stock grant program, Mr. and Ms. Highby each agreed, like all program participants, to protect the Company's confidential information and to refrain from unfairly competing against it.

24. On March 8 and 10, 2016, Mr. and Ms. Highby each respectively received their last grant of stock under the PMAs – namely, 253 shares (with an expectation that approximately 60 of those shares would vest each year for four years) in exchange for affirming the PMA with Cabela's. Copies of the Highbys' PMAs, along with a copies of the Restricted Stock Unit Agreements

under which they were granted their shares (their “RSUAs”), are attached as **Exhibits 1 and 2**.

25. Section 1 of the latest version of the PMAs obligates Mr. and Ms. Highby each to protect the “Confidential Information” of the Company, with Confidential Information defined in Section 1(a) to include the Company’s trade secrets and a broad range of other “sensitive, confidential, and proprietary information of [the] Company[.]” Specifically:

a. In Section 1(b) of that PMA, the Highbys both “agree[d] that [both] during and after [their] employment with [the] Company . . . , [they would] not directly or indirectly disclose to any person or entity or use for any purpose or permit the exploitation, copying, or summarizing of any Confidential Information of [the] Company, except as specifically required in the proper performance of [their] duties for [the] Company.”

b. In Section 1(e) of that PMA, the Highbys both “acknowledge[d] and agree[d] that the Confidential Information” of the Company “[was] and at all times [would] remain the sole and exclusive property of [the] Company” and that upon leaving Cabela’s they would “promptly return to [the] Company in good condition all Company property, including, without limitation, all documents, data, and records of any kind, whether in hard copy or electronic form, which contain any Confidential

Information or which were prepared based on Confidential Information, including any and all copies thereof, as well as all such materials furnished to or acquired by [them] during the course of [their] employment with [the] Company [.]”

c. Under Section 1(f) of that PMA, the Highbys were prohibited from “access[ing] or us[ing] the Company’s computers, email, or related computer systems to compete or to prepare to compete, or to otherwise compromise the Company’s legitimate business interests[.]”

26. Numerous provisions of the latest in the series of PMAs also prohibit the Highbys from engaging in certain competitive acts against Cabela’s “for a period of eighteen (18) months following” the latest of (i) “the [voluntary or involuntary] termination of [their] employment,” (ii) the date on which any “breach[es of the prohibition are] ended,” and (iii) the date on which “an injunction is [entered] to protect [Cabela’s] interests.” For example:

a. Section 4 of that PMA prohibits the Highbys from directly or indirectly “call[ing] on, solicit[ing] the business of, sell[ing] to, servic[ing], or accept[ing] business from any of [the] Company’s customers (with whom [they] had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of [their] employment) for the purpose of providing said customers with products and/or services of

the type or character typically provided to such customers by [the] Company.”

b. Section 5(a) of that PMA prohibits the Highbys from directly or indirectly “[e]ncourag[ing], discourag[ing], interfer[ing] with, or otherwise caus[ing], in any manner, any business partner, independent contractor, vendor or supplier of [the] Company to curtail, sever, or alter its relationship or business with [the] Company[.]”

c. Section 5(b) of that PMA prohibits the Highbys from “solicit[ing], communicat[ing], or do[ing] business with any of [the] Company’s business partners, independent contractors, vendors, or suppliers (with whom [the Highbys] had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of [their] employment) for or on behalf of a Competitor” to the Company.

d. Section 6 of that PMA prohibits the Highbys from “hir[ing], employ[ing], or solicit[ing] for employment any employee of [the] Company with whom [the Highbys] had personal contact or about whom [they] received Confidential Information while employed by [the] Company[.]”

e. Section 7 of that PMA prohibits the Highbys from “perform[ing] services within the United States of America or Canada for a Competitor that are the same as or similar to the services [they] performed

for [the] Company during the eighteen (18) month period immediately prior to the termination of [their] employment.”

27. Moreover, the Highbys acknowledged in Section 3 of the latest version of the PMAs that they signed that Cabela’s “has expended and will continue to expend considerable time, effort, and resources to develop and market its products and services, that the relationships between Cabela’s and its employees, independent contractors, customers, prospective customers, vendors, and suppliers are valuable assets of [Cabela’s] and key to its success,” and that the foregoing and the Highbys’ own relationships with employees, contractors, and actual and potential customers, vendors, and suppliers of Cabela’s, which they cultivated and established while working for and on behalf of Cabela’s, “constitute the goodwill of [Cabela’s].”

C. The Highbys Left Cabela’s Voluntarily in March and April 2018, Pursuant to Generous Separation Offers from the Company.

28. In late 2017, about 18 months after Mr. and Ms. Highby both entered into the latest of the PMAs with Cabela’s, Bass Pro acquired it. Following that transaction, Cabela’s moved some of its executive and administrative functions from Sidney, Nebraska to Springfield, Missouri (where Bass Pro is headquartered) and consequently reduced the size of its workforce in Sidney. To mitigate the impact of these changes, and as a reflection of its longstanding commitment to the Sidney community, Cabela’s took out full-page advertisements

in the New York Times, the Wall Street Journal, and other national newspapers both promoting Sidney and offering virtually free office space to any company that would bring quality jobs to the area.

29. As part of a successful effort to minimize involuntarily layoffs after the acquisition, and consistent with Cabela's longstanding commitment to its workforce in Sidney, Cabela's worked with Bass Pro to offer generous retirement and separation opportunities to certain of its Sidney-based employees. A significant component of these opportunities was a bonus payment of \$20,000 to \$40,000 to each departing worker, funded in part by a significant \$10 million commitment from Bass Pro Shops founder and chief executive officer Johnny Morris. A media report at the time, a true and correct copy of which is attached as Exhibit 3, cited a University of Michigan expert in calling the separation opportunities "extremely generous."

30. Mr. and Ms. Highby were among the Cabela's employees who requested and received separation packages. As part of his package, Mr. Highby was given a severance payment including Mr. Morris's pledge that totaled just under \$95,000, access to a job-placement assistance program, and a Cabela's employee discount card with a 10-year expiration date. As part of her package, Ms. Highby was given a severance payment of over \$105,000 including the special Morris pledge, access to a job-placement assistance program, and a Cabela's

employee discount card with a 10-year expiration date.

31. In exchange for these separation benefits, each of the Highbys entered into a Confidential Severance Agreement and General Release with the Company (the “Severance Agreement”), true and correct copies of which are attached as **Exhibits 4 and 5**. In Section 1 of the Severance Agreement, Mr. and Ms. Highby each “agree[d] that [they] voluntarily elected to end [their] employment with Cabela’s,” and that their last days of employment would be April 6 and March 8, 2018, respectively. Mr. and Ms. Highby each also affirmed elsewhere in the Severance Agreement their confidentiality and related obligations to Cabela’s, including under the PMAs. Specifically:

a. The Highbys agreed in Section 8(a) of the Severance Agreement to “forever treat all matters relating to Cabela’s business as Confidential Information,” and to “not [] use give, or divulge such Confidential Information to any third party,” subject to certain exceptions that do not apply in the instant action.

b. The Highbys agreed in Section 17 of the Severance Agreement that the Severance Agreement is a complete agreement only “with regard to the subject matter” of the Severance Agreement and that “any agreement(s) [they] may have entered into with Cabela’s that obligate [them] to protect Cabela’s confidential information and/or to refrain from soliciting Cabela’s

employees or customers after [their] employment is terminated . . . remain in full force and effect to the extent permitted by law.”

D. The Highbys Are in Violation of the PMAs, Their Severance Agreements, and Nebraska Law and Highby Outdoors is in Violation of Nebraska Law.

32. Unbeknownst to Cabela’s, the Highbys were laying plans even while they were still employed by Cabela’s to launch a competing enterprise. Highby Outdoors, of which Mr. Highby is President and Ms. Highby is Registered Agent, was registered with the Nebraska Secretary of State on March 19, 2018, more than two weeks before Mr. Highby voluntarily left the Company and just a few days after Ms. Highby voluntarily left the Company. Then, just six days after the Highbys voluntarily left Cabela’s, the city of Sidney committed \$500,000 in funding to their competing enterprise, in exchange for a promise from Highby Outdoors to create at least 25 jobs and \$2 million in payroll in Sidney for 12 consecutive months. A local media outlet reported on the Highbys’ competitive endeavor as follows, on April 11, 2018:

A new sporting goods company is going to be operating out of Sidney. Highby Outdoors is finalizing a purchase of a facility on Greenwood Road

The startup business is looking to initially gain market through online sales and plans to eventually move into a retail footprint. The company will offer items such as shooting and fishing accessories, camping gear, ammunition, and handguns.

The Sidney City Council agreed Tuesday to fund the business a total of \$500,000 in \$100,000 a year increments. In return,

the business must create 25 new jobs. Highby Outdoors will be investing about \$5 million in startup costs, building renovations, and employee payroll.

33. The Highbys' actions in working with Highby Outdoors to launch a competitor to Cabela's within 18 months of their departures from the Company are a blatant violation of their obligation under Section 7 of the PMAs to refrain from "perform[ing] services within the United States of America or Canada for a Competitor that are the same as or similar to the services [they] performed for [the] Company during the eighteen (18) month period immediately prior to the termination of [their] employment."

34. In the course of planning and executing their competitive endeavor, the Highbys also took specific actions that violate their other obligations under the PMAs, as well as various provisions of Nebraska state law. For example:

a. During the months leading up to his voluntary departure from Cabela's, Mr. Highby repeatedly used his Cabela's-issued computer to conduct business on behalf of Highby Outdoors. Specifically and among other things, he used that computer to interact with the United States Small Business Administration on behalf of Highby Outdoors, to research and purchase a physical location for Highby Outdoors, to purchase and register a URL for Highby Outdoors, and to design a logo for Highby Outdoors. These acts were blatant violations of Section 1(f) of the PMAs and various

provisions of Nebraska state law.

b. Given the business of Highby Outdoors and their roles in founding and running it, the Highbys have solicited or will soon solicit customers, vendors, and employees of Cabela's on behalf of Highby Outdoors, and have used or will soon use the confidential and proprietary information and trade secrets of Cabela's in planning for and operating the business of Highby Outdoors and seeking and negotiating with actual and potential customers, vendors, employees, and investors on behalf Highby Outdoors. Such acts by the Highbys constitute blatant violations of their obligations under Sections 1 and 4 through 7 of the PMAs, Section 8(a) of their Severance Agreements, and various provisions of Nebraska state law.

35. Given the business of Highby Outdoors and the roles of the Highbys in founding and running it, Highby Outdoors is in knowing possession of Cabela's confidential information, including its trade secrets, and is operating with the improper and unlawful benefit of that confidential information and those trade secrets, as well as with the benefit of the misappropriated goodwill of Cabela's.

36. On May 11, 2018, counsel to Cabela's sent a letter to Mr. Highby reminding him of his obligations under the PMAs and asking him to cease and desist his activities with Highby Outdoors and return any and all confidential information of Cabela's that he may presently possess and control. In response,

Mr. Highby denied any wrongdoing, informing Cabela's nonetheless that he expected Highby Outdoors to begin operations sometime in the fall of 2018.

37. Should Mr. and Ms. Highby continue in their activities with Highby Outdoors, and should Highby Outdoors continue operating its current business, Cabela's will be irreparably harmed. Cabela's has expended considerable time, effort, and resources developing and marketing its products and services and cultivating its relationships with its employees, contractors, actual and potential customers, vendors, and suppliers. Cabela's also compensated the Highbys generously for their promises to protect its confidential information and trade secrets, their promises to refrain from competing with the Company upon leaving it, and their decisions to leave the Company voluntary in April 2017. With this action, Cabela's seeks to enjoin the Highbys and Highby Outdoors from appropriating the goodwill of Cabela's at the expense of its current employees and stockholders and their families. Further, Cabela's seek to recover damages it has suffered as a result of the unlawful conduct of the Highbys and Highby Outdoors.

FIRST CAUSE OF ACTION

(Breach of Contract, against Mr. Highby and Ms. Highby)

38. Cabela's hereby repeats and realleges the allegations of Paragraphs 1 through 37 above, as if fully set forth herein.

39. Cabela's and the Highbys mutually entered into the PMAs and

each of the Highbys' Severance Agreements. The PMAs and the Highbys' Severance Agreements are valid and binding contracts.

40. The Highbys materially breached the PMAs and their respective Severance Agreements by unfairly competing against Cabela's and using and divulging the confidential information of Cabela's in violation of the terms of those agreements, including as set forth at Paragraphs 32 through 37 above.

41. Cabela's has fully performed all of its obligations under both the PMAs and Mr. and Ms. Highby's Severance Agreements, including by (i) granting to Mr. and Ms. Highby all of the stock owed to them under the terms of the stock-grant program and their RSUAs, and (ii) paying them the substantial separation compensation, the Morris pledge, and other benefits promised to them under the Severance Agreement.

42. Cabela's has been and will continue to be damaged by the Highbys' ongoing breaches of the PMAs and their Severance Agreements.

43. Cabela's is suffering irreparable harm and will continue to suffer irreparable harm so long as Mr. and Ms. Highby continue to unfairly compete against it and use and divulge its confidential information in breach of the PMAs and their Severance Agreements.

SECOND CAUSE OF ACTION

(Violations of the Nebraska Trade Secrets Act, Neb. Rev. Stat. § 87-502 *et seq.*,
against all defendants)

44. Cabela's repeats and realleges the allegations of Paragraphs 1 through 43 above, as if fully set forth herein.

45. As set forth in the PMAs, much of the confidential information of Cabela's as defined in the PMAs constitutes its trade secrets.

46. Cabela's derives economic value from the facts that its Confidential Information is not generally known, either to the public or to competitors that could obtain economic value from it.

47. Cabela's employs reasonable measures to ensure that its Confidential Information remains secret, including by entering into agreements like the PMAs that obligate its employees to ensure that its Confidential Information is protected.

48. The Highbys have knowingly, willfully, and maliciously misappropriated and misused the trade secrets of Cabela's, including by sharing those trade secrets with Highby Outdoors, and in using those trade secrets in their respective roles as President and Registered Agent of Highby Outdoors, to help Highby Outdoors gain an unfair competitive advantage over Cabela's.

49. Highby Outdoors itself has knowingly, willfully, and maliciously misappropriated and misused the trade secrets of Cabela's, including

by operating with the benefit of those trade secrets and thus by unfairly competing with Cabela's.

50. Cabela's has been damaged by the misappropriation and misuse of its trade secrets by the Highbys and Highby Outdoors, while the Highbys and Highby Outdoors have been unjustly enriched by the misappropriation and misuse.

51. Cabela's is suffering irreparable harm and will continue to suffer irreparable harm so long as the misappropriation and misuse of its trade secrets by the Highbys and Highby Outdoors is allowed to continue.

PRAYER

WHEREFORE, Cabela's prays for an order of this Court:

- A. Preliminarily and permanently enjoining Mr. and Ms. Highby from violating the non-compete, non-solicitation, confidentiality provisions of the PMAs as set forth in this Complaint, including but not limited to enjoining them from further supporting the operations of Highby Outdoors until 18 months after their breaches of the PMAs cease or an injunction is entered;
- B. Preliminarily and permanently enjoining Mr. and Ms. Highby and Highby Outdoors from any further misappropriation or misuse of the trade secrets of Cabela's;
- C. Requiring Mr. and Ms. Highby to each reimburse Cabela's for any and all amounts they received as profit or gain from stock granted to them pursuant to any Cabela's stock-grant program, as required by Section 12 of the PMAs;
- D. Requiring Mr. and Ms. Highby to each reimburse Cabela's for any and all amounts they received from their Severance Agreements;
- E. Awarding Cabela's damages, in an amount to be proven at trial, sufficient to compensate it for all forms of loss, without limitation,

actual damages, lost goodwill, and other costs incurred by reason of the Highbys' material breaches of the PMAs and their Severance Agreements;

- F. Awarding Cabela's pre- and post-judgment interest as allowed by law;
- G. Awarding Cabela's such other and further relief as this Court may deem proper, just, and equitable.

Dated: July 31, 2018

MORRIS, NICHOLS, ARSHT & TUNNEL LLP

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EXHIBIT 1

March 08, 2016



PROPRIETARY MATTERS AGREEMENT

THIS PROPRIETARY MATTERS AGREEMENT ("Agreement") is made by and between Cabela's Incorporated, a Delaware corporation ("Company" or "Cabela's"), and you as a selected employee of the Company or one of its Subsidiaries ("Employee"), effective as of the date of your acceptance.

WITNESSETH:

WHEREAS, Company has invested, and will continue to invest, substantial time, effort, and money in the development of its Goodwill (defined below), trade secrets, business methods and procedures, technology, and other specific confidential and proprietary information which enables Company to compete successfully in its business of the marketing and sale of hunting, fishing, and camping equipment and other outdoor sporting and recreational goods, apparel, and services through retail stores and through direct marketing, including paper or other tangible catalogs, electronic catalogs, or other electronic media;

WHEREAS, during the course of Employee's employment, Company has disclosed and will continue to disclose to Employee, and allow Employee access to and the use of, knowledge concerning its trade secrets, business methods and procedures, technology, and other specific confidential and proprietary information, all of which constitute the property of Company;

WHEREAS, the unauthorized use or disclosure of such information would be greatly damaging to Company and the success of its business;

WHEREAS, Company established the Cabela's Incorporated 2013 Stock Plan (the "2013 Plan") and has conditioned the grant of certain stock options and restricted stock units pursuant to the 2013 Plan upon the execution of certain proprietary matters agreements; and

WHEREAS, Company desires to grant Employee certain stock options and/or restricted stock units pursuant to the 2013 Plan (collectively, the "2016 Awards"), the grant of which is conditioned upon Employee entering into this Agreement (any prior options and restricted stock units granted to Employee pursuant to the 2013 Plan, the Cabela's Incorporated 2004 Stock Plan, and the 2016 Awards shall be collectively referred to as the "Equity Awards").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and as a condition to Company granting Employee the 2016 Awards, and to allow Employee access to and use of its confidential and proprietary information, Company and Employee agree as follows:

1. Nondisclosure of Confidential Information.

(a) *Access.* Employee acknowledges that employment with Company or any of its affiliates necessarily has involved, and will involve, exposure to, familiarity with, and the opportunity to learn highly sensitive, confidential, and proprietary information of Company, which may include, without limitation, information about Company's products and services,

markets, customers and prospective customers, the buying patterns and needs of customers and prospective customers, purchasing histories with vendors and suppliers, contact information for customers, prospective customers, vendors and suppliers, miscellaneous business relationships, investment products, pricing, quoting, costing systems, billing and collection procedures, proprietary software and the source code thereof, financial and accounting data, data processing and communications, technical data, marketing concepts and strategies, business plans, mergers and acquisitions, research and development of new or improved products and services, and general know-how regarding the business of Company and its products and services (collectively referred to herein as "Confidential Information"). Employee expressly acknowledges and agrees that Confidential Information may include, without limitation, confidential and proprietary information belonging to various third parties, such as Company's subsidiaries, affiliates, vendors, agents, or customers, but which has been and will be entrusted to Company for use by Company to conduct its business. The failure to mark or designate information as "confidential" or "proprietary" shall not prevent information that has been or will be accessed by or disclosed to Employee from being deemed Confidential Information under this Agreement.

(b) *Valuable Asset.* Employee further acknowledges that the Confidential Information is a valuable, special, and unique asset of Company, such that the unauthorized disclosure or use by Employee or persons or entities outside Company would cause irreparable damage to the business of Company. Accordingly, Employee agrees that, during and after Employee's employment with Company or any of its affiliates, Employee shall not directly or indirectly disclose to any person or entity or use for any purpose or permit the exploitation, copying, or summarizing of any Confidential Information of Company, except as specifically required in the proper performance of Employee's duties for Company. Employee represents and warrants that no such disclosure or use has occurred prior to the date hereof.

(c) *Confidential Relationship.* Company considers much of its Confidential Information to constitute trade secrets of Company which have independent value, provide Company with a competitive advantage over its competitors who do not know the trade secrets, and are protected from unauthorized disclosure under applicable law ("Trade Secrets"). However, whether or not the Confidential Information constitutes Trade Secrets, Employee acknowledges and agrees that the Confidential Information is protected from unauthorized disclosure or use due to Employee's covenants under this Agreement and Employee's fiduciary duties as an employee of Company or any of its affiliates.

(d) *Duties.* Employee acknowledges that Company has instituted, and will continue to institute, update, and amend policies and procedures designed to protect the confidentiality and security of Company's Confidential Information, including, but not limited to, policies and procedures designed by Company to protect the status of Company's Trade Secrets. Employee agrees to take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality, and security of Company's Confidential Information, to protect the status of Company's Trade Secrets, and to satisfy Employee's obligations under this Agreement.

(e) *Return of Documents.* Employee acknowledges and agrees that the Confidential Information is and at all times shall remain the sole and exclusive property of Company. Upon the termination of Employee's employment with Company or any of its affiliates or upon request by Company at any time, Employee will promptly return to Company in good condition all Company property, including, without limitation, all documents, data, and records of any kind, whether in hard copy or electronic form, which contain any Confidential Information or which were prepared based on Confidential Information, including any and all copies thereof, as well as all such materials furnished to or acquired by Employee during the course of Employee's employment with Company or any of its affiliates.

(f) *Use of Company's Computers.* Employee is not authorized to access or use the Company's computers, email, or related computer systems to compete or to prepare to compete, or to otherwise compromise the Company's legitimate business interests, and unauthorized access to or use of the Company's computers in violation of this understanding may subject Employee to civil and/or criminal liability.

2. Development of Intellectual Property.

(a) *Definition of Intellectual Property.* As used herein, the term "Intellectual Property" shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

(b) *Company's Rights in Intellectual Property.* Employee agrees that all right, title, and interest of every kind and nature, whether now known or unknown, in and to any Intellectual Property invented, created, written, developed, conceived, or produced by Employee during Employee's employment with Company or any of its affiliates (i) whether using Company's equipment, supplies, facilities, and/or Confidential Information, (ii) whether alone or jointly with others, (iii) whether or not contemplated by the terms of Employee's employment, and (iv) whether or not during normal working hours, that are within the scope of Company's actual or anticipated business operations or that relate to any of Company's actual or anticipated products or services are, and shall be, the exclusive property of Company and shall hereinafter be referred to as "Company Intellectual Property." Employee hereby assigns, transfers, and conveys to Company all of Employee's right, title, and interest in and to all Company Intellectual Property existing as of the date of this Agreement.

(c) *Employee's Obligations.* Employee agrees to take all reasonably necessary actions, while employed and thereafter, to enable Company to obtain, register, perfect, and/or otherwise protect its rights in Company Intellectual Property in the United States and all foreign countries. Employee irrevocably waives any "moral rights," or other rights with respect to attribution of authorship or integrity of Company Intellectual Property, that Employee may have under any applicable law or under any legal theory.

(i) Without limiting the generality of the foregoing, Employee hereby consents and agrees to: a) promptly and fully disclose to Company any and all Company Intellectual Property; b) assign to Company all rights to Company Intellectual Property without limitation or royalty; and c) execute all documents necessary for Company to obtain, register, perfect, or otherwise protect its rights in Company Intellectual Property. Consideration for Employee's assignment to Company is hereby acknowledged. In the event Company is unable, after reasonable effort, to secure Employee's signature on any documents necessary to effectuate this provision, Employee hereby irrevocably designates and appoints Company as Employee's agent and attorney-in-fact, to act for and on Employee's behalf, and to execute any such documents and to do all other lawfully permitted acts to further the protection of Company Intellectual Property with the same legal force and effect as if executed by Employee.

(ii) To the extent, if any, that any Company Intellectual Property is unassignable or that Employee retains any right, title, or interest in and to any Company Intellectual Property, Employee: a) unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of

any kind against Company with respect to such rights; b) agrees, at Company's request, to consent to and join in any action to enforce such rights; and c) hereby grants to Company a perpetual, exclusive, irrevocable, fully paid-up, royalty-free, transferable, sub-licensable (through multiple levels of sublicenses), worldwide right and license to use, reproduce, distribute, display, and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use, disclose, and exploit (and have others exercise such rights on behalf of Company) all or any portion of Company Intellectual Property, in any form or media (now known or later developed). The foregoing license includes, without limitation, the right to make any modifications to Company Intellectual Property regardless of the effect of such modifications on the integrity of Company Intellectual Property, and to identify Employee, or not to identify Employee, as one or more authors of or contributors to Company Intellectual Property or any portion thereof, whether or not Company Intellectual Property or any portion thereof has been modified.

(iii) Employee agrees to assist Company in connection with any demands, reissues, oppositions, litigation, controversy, or other actions involving any item of Company Intellectual Property.

(iv) Employee agrees to undertake the foregoing obligations both during and after Employee's employment with Company or any of its affiliates, without charge, but at Company's expense with respect to Employee's reasonable out-of-pocket costs. Employee further agrees that Company may, in its sole discretion, deem Company Intellectual Property as a Trade Secret, in which case Employee will comply with the Confidential Information provisions in this Agreement.

(v) Notwithstanding the foregoing, and consistent with Delaware Code Title 19 Section 805, Employee is hereby notified that no provision in this Agreement requires Employee to assign any of his or her rights to an invention for which no equipment, supplies, facility, or trade secret information of Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of Company or (ii) to Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for Company.

3. Acknowledgment of Company's Goodwill.

Employee acknowledges that Company has expended and will continue to expend considerable time, effort, and resources to develop and market its products and services, that the relationships between Company and its employees, independent contractors, customers, prospective customers, vendors, and suppliers are valuable assets of Company and key to its success, and that employees of Company establish close professional relationships with other employees, independent contractors, customers, vendors, and suppliers of Company in the course of their relationship with Company, all of which constitute goodwill of Company ("Goodwill").

4. Nonsolicitation of Customers.

In order to prevent the improper use of Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason

whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity, call on, solicit the business of, sell to, service, or accept business from any of Company's customers (with whom Employee had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of Employee's employment) for the purpose of providing said customers with products and/or services of the type or character typically provided to such customers by Company.

5. Nonsolicitation of Vendors.

In order to prevent the improper use of Trade Secrets and Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity:

(a) Encourage, discourage, interfere with, or otherwise cause, in any manner, any business partner, independent contractor, vendor, or supplier of Company to curtail, sever, or alter its relationship or business with Company; or

(b) Solicit, communicate, or do business with any of Company's business partners, independent contractors, vendors, or suppliers (with whom Employee had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of Employee's employment) for or on behalf of a Competitor (as defined by Section 7, below).

6. Nonsolicitation of Employees.

Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity, hire, employ, or solicit for employment any employee of Company with whom Employee had personal contact or about whom Employee received Confidential Information while employed by Company or any of its affiliates.

7. Noncompetition.

In order to prevent the improper use of Trade Secrets and Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, perform services within the United States of America or Canada for a Competitor that are the same as or similar to the services Employee performed for Company during the eighteen (18) month period immediately prior to the termination of Employee's employment. For purposes of this Agreement, a "Competitor" of Company shall mean Bass Pro Shops, Gander Mountain, Sportsman's Warehouse, The Sportsman's Guide, Orvis, Dick's Sporting Goods, The Sport's Authority, Big 5 Sporting Goods, Scheels, L.L. Bean, Lands' End, REI, Academy, Amazon.com, Field & Stream, Wholesale Sports, Sail, Le Baron, Mountain Equipment Co-op, Canadian Tire, The Fishin' Hole, Northwest Company, or any other multi-state, multi-province, and/or multi-channel retailer engaged in the sale of products and/or services associated with hunting,

fishing, or camping.

8. Reasonable Restrictions.

(a) *Applicable to any Status.* Employee acknowledges and agrees that the post-employment obligations of this Agreement shall be applicable to Employee regardless of whether Employee engages in any such competing business activity as an individual or as a sole proprietor, stockholder, partner, member, officer, director, employee, agent, consultant, or independent contractor of any other entity.

(b) *Tolling.* In the event Employee is in breach of the post-employment obligations of this Agreement, the eighteen (18) month post-employment enforcement period of this Agreement shall be tolled, until such breach is ended unless an injunction is in place to protect Company's interests, up to a maximum extension of eighteen (18) months.

(c) *Reasonable Restriction.* In signing this Agreement, Employee is fully aware of the restrictions that this Agreement places upon Employee's future employment or contractual opportunities with someone other than Company. However, Employee understands and agrees that Employee's employment by Company or any of its affiliates, Employee's privileged position within Company, and Employee's access to Company Confidential Information and Intellectual Property of Company makes such restrictions both necessary and reasonable. Employee further acknowledges and agrees that the eighteen (18) months provided in Sections 4 through 7 of this Agreement may not be an adequate period of time for Company to implement changes or additional procedures to protect Company's Trade Secrets and/or Confidential Information, but that such period is a reasonable approximation of the amount of time necessary. Employee finally acknowledges and agrees that the restrictions hereby imposed constitute reasonable protections of the legitimate business interests of Company and that they will not unduly restrict Employee's opportunity to earn a reasonable living following the termination of Employee's employment.

9. Intended Third Party Beneficiaries.

Employee acknowledges and understands that some of the Confidential Information, Intellectual Property, and/or Trade Secret information accessible to Employee in the performance of Employee's duties during Employee's employment may belong to and be provided by Company's affiliates ("Third Party Beneficiaries"). For purposes of this Agreement, the term "affiliates" means any entity under common control or ownership with Company, including, without limitation, Company's subsidiaries. Employee expressly acknowledges and agrees that the Third Party Beneficiaries are intended third party beneficiaries of this Agreement as it pertains to Employee's obligations under this Agreement and shall have the right to enforce this Agreement directly against Employee in their own names or jointly with Company or each other. This Agreement, without more, is not intended to and shall not be construed as granting any Third Party Beneficiary with any ownership interest of any kind in any of Company's Confidential Information.

10. Notification.

Employee acknowledges and agrees that Company may notify anyone employing or contracting with Employee or evidencing an intention to employ or contract with Employee as to the existence and provisions of this Agreement, as well as provide them an opinion regarding its enforceability. While Employee reserves the right to also communicate disagreement with such an opinion if Employee disagrees, Employee recognizes Company's legitimate business interest in expressing its opinion and consents to it doing so if it believes it necessary. Employee will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later

found to be enforceable in whole or in part.

11. Future Awards.

Nothing contained in this Agreement is intended to or shall be construed to impose any obligation on Company to grant stock options or restricted stock units to Employee other than the Equity Awards granted by Company's Board of Directors or a duly authorized committee thereof prior to execution of this Agreement.

12. Enforcement and/or Reimbursement.

Employee acknowledges and agrees that, by reason of the sensitive nature of the Confidential Information, Intellectual Property, Trade Secrets, and Goodwill referred to in this Agreement, a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there may not be an adequate remedy at law. If Employee violates any of the terms of this Agreement, all Company obligations under this Agreement shall cease without relieving Employee of Employee's continuing obligations hereunder and Employee shall forfeit all outstanding Equity Awards and all Company obligations to Employee regarding such Equity Awards shall cease.

In addition to the foregoing, to the extent Employee breaches any provision of this Agreement, Employee shall be required to reimburse Company for any amounts received as profit or gain from any previously granted Equity Awards. Employee acknowledges and agrees that said forfeitures and/or reimbursements represent only a small portion of the actual irreparable and continuing damages Company would experience if Employee violates the terms of this Agreement. As such, Employee further acknowledges and agrees that, in addition to the foregoing, and the recovery of any additional damages to which Company may be entitled in the event of Employee's violation of this Agreement, Company shall also be entitled to equitable relief, including such injunctive relief as may be necessary to protect the interests of Company in such Confidential Information, Company Intellectual Property, Trade Secrets, and Goodwill and as may be necessary to specifically enforce this Agreement. The Company shall be entitled to seek and secure injunctive relief without the posting of a bond; provided, however, that if the posting of a bond is required by law for injunctive relief to issue then a bond of \$1,000 shall be deemed a reasonable bond. Employee further acknowledges and agrees that the remedies of forfeiture, reimbursement, and injunctive relief are cumulative and the forfeiture/reimbursement is not intended as a "buyout" option for Employee or as a substitute for Employee's performance under this Agreement.

13. Reformation and Severability.

Employee and Company intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Company further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof. Employee and Company further agree that in the event a court of competent jurisdiction determines this Agreement to be unenforceable and void in its entirety, Company shall be entitled to rescission of all outstanding Equity Awards given Employee as partial consideration for Employee's obligations under this Agreement, and all Company obligations to Employee regarding such Equity Awards shall cease.

14. Integration and Amendments.

This Agreement, including the initial paragraph and the recitals to this Agreement, each of which is incorporated herein and made part of this Agreement by this reference, is a complete agreement between the parties and amends and restates in its entirety any proprietary matters agreement(s) between Employee and Company executed in conjunction with the grant of Equity Awards. The previous sentence notwithstanding, Employee expressly acknowledges that as an employee of Company or any of its affiliates, Employee was and is subject to additional policies and agreements instituted for the purpose of protecting the Confidential Information, proprietary information, Trade Secrets, and Goodwill of Company and its subsidiaries and affiliates; and as such, Employee expressly acknowledges that all such policies and agreements shall not be replaced and superseded by this Agreement, but shall be used together with this Agreement to protect the interests of Company and its subsidiaries and affiliates to the fullest extent allowed by law. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees, permissible assigns, personal representatives, and legal representatives. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by Employee and Company or by order of a court of competent jurisdiction.

15. Waiver.

Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or provision hereof.

16. Miscellaneous.

(a) *At-will Employment.* Nothing contained in this Agreement shall be deemed to alter or modify Employee's status as an at-will employee of Company or any of its affiliates.

(b) *Jurisdiction, Venue, and Governing Law.* As a corporation organized under the laws of the State of Delaware, Cabela's has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across Cabela's workforce. Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Delaware and the parties expressly consent to such venue. Employee consents to the personal jurisdiction of the courts located in Delaware over him or her.

(c) *Survival.* Employee's obligations hereunder shall survive the termination of Employee's employment with Company or any of its affiliates or termination of any other agreement or relationship between Employee and Company, and shall, likewise, continue to apply and be valid notwithstanding any change in the Employee's duties, responsibilities, position, or title. Nothing in this Agreement shall eliminate, reduce, or otherwise remove any legal duties or obligations that Employee would otherwise have to the Company through common law or statute.

(d) *Assignability.* This Agreement shall automatically inure to the benefit of, and be enforceable by, Company and its successors, parents, subsidiaries, Third Party Beneficiaries, and assigns; without the need for any further action or approval by Employee. Employee agrees that this Agreement is assignable by Company and may be enforced by any Third Party Beneficiary, assignee, or successor of Company. This Agreement is not assignable by Employee.

17. Employee's Copy.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

The parties have executed this Agreement effective as of the date of your acceptance of this Agreement.

CABELA'S INCORPORATED

By: /s/ Charles Baldwin
Charles Baldwin,
Executive Vice President and
Chief Administrative Officer

By: Click the "Accept this Grant" Button to
Execute and Accept this Agreement.
Employee

RESTRICTED STOCK UNIT AGREEMENT

RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), dated as of the Grant Date (as stated below), by and between Cabela's Incorporated, a Delaware corporation (the "Company"), and you as a selected employee of the Company or one of its Subsidiaries (the "Grantee").

WITNESSETH:

WHEREAS, to motivate key employees, consultants, and non-employee directors of the Company and the Subsidiaries by providing them an ownership interest in the Company, the Board of Directors of the Company (the "Board") has established and the stockholders of the Company have approved, the Cabela's Incorporated 2013 Stock Plan, as the same may be amended from time to time (the "Plan");

WHEREAS, pursuant to the Plan, the Compensation Committee of the Board has authorized the grant to the Grantee of Restricted Stock Units in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee and the Company desire to enter into an agreement to evidence and confirm the grant of such Restricted Stock Units on the terms and conditions set forth herein.

NOW, THEREFORE, to evidence the Restricted Stock Units so granted, and to set forth the terms and conditions governing such Restricted Stock Units, the Company and the Grantee hereby agree as follows:

1. Grant of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Grantee, effective as of the Grant Date, of the number of Restricted Stock Units specified below, subject to the restrictions contained herein. The Restricted Stock Units shall vest and become payable in shares of Common Stock according to the vesting requirements set forth in this Agreement and subject to earlier expiration or termination as provided in this Agreement. This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting Dates. Subject to the provisions of the Plan and this Agreement, and unless vested or forfeited earlier as set forth in this Agreement, the Restricted Stock Units awarded hereunder shall become vested and settled as described in Section 3 below as of the Vesting Dates indicated below (the "Vesting Dates"). For clarity, one-fourth of the Restricted Stock Units granted pursuant to this Agreement shall vest on each of the first, second, third, and fourth anniversaries of the Grant Date and each such anniversary is a Vesting Date.

3. Vesting of Restricted Stock Units.

a. Settlement of Vested Restricted Stock Units. Subject to the requirements set forth in this Agreement, as promptly and reasonably practicable after a Vesting Date, but no later than 60 days following such Vesting Date, the Company shall transfer and deliver to the Grantee, in book-position or certificate form, one share of Common Stock for each Restricted Stock Unit becoming vested at such time;

provided, however, the Company may withhold shares of Common Stock otherwise transferable to the Grantee to the extent necessary to satisfy withholding taxes in accordance with Section 7(e) below.

b. Termination of Employment. Notwithstanding anything contained in this Agreement to the contrary, (i) subject to the provisions of Article 8 of the Plan, if the Grantee separates from service due to his death or Disability during the Restriction Period, a pro rata portion of the shares of Common Stock underlying the Restricted Stock Units then held by Grantee shall vest as of the separation of service and no longer be subject to the Restriction Period, based on the number of months the Grantee was employed during the Restriction Period, and all Restricted Stock Units for which the Restriction Period has not then lapsed shall be forfeited and canceled as of the date of such separation of service, and (ii) if the Grantee's employment is terminated for any other reason during the Restriction Period, any Restricted Stock Units held by the Grantee which have not vested shall be forfeited and canceled as of the date of such termination. The date of termination of employment shall be deemed to be the date on which notice of termination of employment is given by the Company or any Subsidiary to the Grantee without regard to any period of notice of termination of employment in such notice of termination or to which the Grantee may be entitled at law. If Restricted Stock Units become vested pursuant to Section 3(b)(i) above, then, as promptly and reasonably practicable after such vesting, but no later than 60 days following such vesting, the Company shall transfer and deliver to the Grantee or the Grantee's estate or personal representative, in book-position or certificate form, one share of Common Stock for each Restricted Stock Unit becoming vested at such time.

c. Proprietary Matters Agreement. The Grantee acknowledges that, as a condition to granting the Restricted Stock Units, the Company has required the Grantee to enter into a Proprietary Matters Agreement with the Company pursuant to Section 3.2 of the Plan. If a substantially similar agreement has been executed in connection with the prior grant of Awards, the Grantee hereby affirms such agreement; provided, if the Company requires the Grantee to execute a new Proprietary Matters Agreement (the "New Agreement"), the Grantee acknowledges that the New Agreement shall constitute a complete amendment and restatement of any such previously executed agreement.

4. Grantee's Representations, Warranties, and Covenants. The Grantee understands, acknowledges, and agrees that the Restricted Stock Units, and any shares of Common Stock, may not be transferred, sold, pledged, hypothecated, or otherwise disposed of except to the extent expressly permitted hereby and at all times in compliance with the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Securities Exchange Commission thereunder, and in compliance with applicable state and non-U.S. securities laws.

5. Grantee's Rights with Respect to Restricted Stock Units.

a. Restrictions on Transferability. Except as provided in the Plan, the Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated, or otherwise disposed of or encumbered (including without limitation by gift, operation of law, or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon the Grantee's death; provided that the deceased Grantee's beneficiary or representative of the Grantee's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

b. Rights as Stockholder. Except as otherwise provided herein, the Grantee shall have no rights as a stockholder with respect to the Restricted Stock Units awarded hereunder prior to the date of issuance to the Grantee of such shares of Common Stock in book-position or certificate form. Any securities issued to or received by the Grantee with respect to Restricted Stock Units as a result of a stock split, a dividend payable in capital stock or other securities, a combination of shares, or any other change or exchange of the Restricted Stock Units for other securities, by reclassification, reorganization, distribution, liquidation, merger, consolidation, or otherwise, shall have the same status as the Restricted Stock Units and shall be held by the Company if the Restricted Stock Units are being so held, unless otherwise determined by the Committee.

6. Recapitalization; Change in Control. In the event of a recapitalization subject to Section 4.4 of the Plan or a Change in Control of the Company, the Grantee's rights with respect to any Restricted Stock Units granted pursuant to this Agreement shall be governed by the terms and conditions of the Plan.

7. Miscellaneous.

a. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

i. if to the Company, to:

Cabela's Incorporated
One Cabela Drive
Sidney, NE 69160
Attention: Legal Department

ii. if to the Grantee, to the Grantee at the address then appearing in the personnel records of the Company for the Grantee. All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof, provided that the party giving such notice or communication shall have attempted to telephone the party or parties to which notice is being given during regular business hours on or before the day such notice or communication is being sent, to advise such party or parties that such notice is being sent.

b. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy, or claim under or in respect of any agreement or any provision contained herein.

c. Waiver; Amendment.

i. Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive

compliance with any of the conditions or covenants of the other parties contained in this Agreement, and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

ii. Amendment. This Agreement may not be amended, modified, or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

d. Assignability. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other party; provided that the Company may assign all or any portion of its rights hereunder to one or more persons or other entities designated by it in connection with a Change in Control of the Company.

e. Tax Withholding. The Company may require the recipient of the shares of Common Stock to remit to the Company an amount in cash sufficient to satisfy the statutory minimum U.S. federal, state, and local and non-U.S. tax withholding requirements as a condition to the issuance of such shares of Common Stock. In the event any cash is paid to the Grantee or the Grantee's estate or beneficiary pursuant to Section 6 hereof or Article 8 of the Plan, the Company shall have the right to withhold an amount from such payment sufficient to satisfy the statutory minimum U.S. federal, state, and local and non-U.S. tax withholding requirements. The Committee may, in its discretion, require or permit the Grantee to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold the least number of shares of Restricted Stock Units having a Fair Market Value sufficient to satisfy all or part of the Grantee's estimated total statutory minimum U.S. federal, state, and local and non-U.S. tax withholding obligation with respect to the issuance of or lapse of restrictions on the shares of Common Stock.

f. Applicable Law. As a corporation organized under the laws of the State of Delaware, the Company has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across the Company's workforce. Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state.

g. Consent to Electronic Delivery. By executing this Agreement, Grantee hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Grantee pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, the Restricted Stock Units, and the shares of Common Stock via the Company's website or other electronic delivery.

h. Severability: Blue Pencil. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. Grantee and the Company agree that the covenants contained in this Agreement are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power, and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

i. Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. No Guarantee of Employment. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate the Grantee's employment at any time, nor to confer upon the Grantee any right to continue in the employ of the Company or any Subsidiary.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

l. Gender and Number. Except when otherwise indicated by the context, words in the masculine gender used herein shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the Grant Date.

CABELA'S INCORPORATED

By: /s/ Charles Baldwin
Charles Baldwin,
Executive Vice President and
Chief Administrative Officer

By: Click the "Accept this Grant" Button to
Execute and Accept this Agreement
Grantee

Notice Of Grant Of Stock

Company Name Cabela's Inc.
Plan 2013
Participant Id 4914
Participant Name HIGHBY, MATTHEW D
Participant Address
211 VIRGINIA LN
SIDNEY NE 69162
Grant/Award Type Restricted Unit
Share Amount 253
Grant/Award Date March 02, 2016

6/12/2018

Vesting Schedule

Vest Date	Quantity
03/02/2017	63
03/02/2018	63
03/02/2019	63
03/02/2020	64

Accepted on March 08, 2016

6/12/2018

EXHIBIT 2

March 10, 2016



PROPRIETARY MATTERS AGREEMENT

THIS PROPRIETARY MATTERS AGREEMENT ("Agreement") is made by and between Cabela's Incorporated, a Delaware corporation ("Company" or "Cabela's"), and you as a selected employee of the Company or one of its Subsidiaries ("Employee"), effective as of the date of your acceptance.

WITNESSETH:

WHEREAS, Company has invested, and will continue to invest, substantial time, effort, and money in the development of its Goodwill (defined below), trade secrets, business methods and procedures, technology, and other specific confidential and proprietary information which enables Company to compete successfully in its business of the marketing and sale of hunting, fishing, and camping equipment and other outdoor sporting and recreational goods, apparel, and services through retail stores and through direct marketing, including paper or other tangible catalogs, electronic catalogs, or other electronic media;

WHEREAS, during the course of Employee's employment, Company has disclosed and will continue to disclose to Employee, and allow Employee access to and the use of, knowledge concerning its trade secrets, business methods and procedures, technology, and other specific confidential and proprietary information, all of which constitute the property of Company;

WHEREAS, the unauthorized use or disclosure of such information would be greatly damaging to Company and the success of its business;

WHEREAS, Company established the Cabela's Incorporated 2013 Stock Plan (the "2013 Plan") and has conditioned the grant of certain stock options and restricted stock units pursuant to the 2013 Plan upon the execution of certain proprietary matters agreements; and

WHEREAS, Company desires to grant Employee certain stock options and/or restricted stock units pursuant to the 2013 Plan (collectively, the "2016 Awards"), the grant of which is conditioned upon Employee entering into this Agreement (any prior options and restricted stock units granted to Employee pursuant to the 2013 Plan, the Cabela's Incorporated 2004 Stock Plan, and the 2016 Awards shall be collectively referred to as the "Equity Awards").

NOW, THEREFORE, in consideration of the mutual promises contained herein, and as a condition to Company granting Employee the 2016 Awards, and to allow Employee access to and use of its confidential and proprietary information, Company and Employee agree as follows:

1. Nondisclosure of Confidential Information.

(a) **Access.** Employee acknowledges that employment with Company or any of its affiliates necessarily has involved, and will involve, exposure to, familiarity with, and the opportunity to learn highly sensitive, confidential, and proprietary information of Company, which may include, without limitation, information about Company's products and services,

markets, customers and prospective customers, the buying patterns and needs of customers and prospective customers, purchasing histories with vendors and suppliers, contact information for customers, prospective customers, vendors and suppliers, miscellaneous business relationships, investment products, pricing, quoting, costing systems, billing and collection procedures, proprietary software and the source code thereof, financial and accounting data, data processing and communications, technical data, marketing concepts and strategies, business plans, mergers and acquisitions, research and development of new or improved products and services, and general know-how regarding the business of Company and its products and services (collectively referred to herein as "Confidential Information"). Employee expressly acknowledges and agrees that Confidential Information may include, without limitation, confidential and proprietary information belonging to various third parties, such as Company's subsidiaries, affiliates, vendors, agents, or customers, but which has been and will be entrusted to Company for use by Company to conduct its business. The failure to mark or designate information as "confidential" or "proprietary" shall not prevent information that has been or will be accessed by or disclosed to Employee from being deemed Confidential Information under this Agreement.

(b) *Valuable Asset.* Employee further acknowledges that the Confidential Information is a valuable, special, and unique asset of Company, such that the unauthorized disclosure or use by Employee or persons or entities outside Company would cause irreparable damage to the business of Company. Accordingly, Employee agrees that, during and after Employee's employment with Company or any of its affiliates, Employee shall not directly or indirectly disclose to any person or entity or use for any purpose or permit the exploitation, copying, or summarizing of any Confidential Information of Company, except as specifically required in the proper performance of Employee's duties for Company. Employee represents and warrants that no such disclosure or use has occurred prior to the date hereof.

(c) *Confidential Relationship.* Company considers much of its Confidential Information to constitute trade secrets of Company which have independent value, provide Company with a competitive advantage over its competitors who do not know the trade secrets, and are protected from unauthorized disclosure under applicable law ("Trade Secrets"). However, whether or not the Confidential Information constitutes Trade Secrets, Employee acknowledges and agrees that the Confidential Information is protected from unauthorized disclosure or use due to Employee's covenants under this Agreement and Employee's fiduciary duties as an employee of Company or any of its affiliates.

(d) *Duties.* Employee acknowledges that Company has instituted, and will continue to institute, update, and amend policies and procedures designed to protect the confidentiality and security of Company's Confidential Information, including, but not limited to, policies and procedures designed by Company to protect the status of Company's Trade Secrets. Employee agrees to take all appropriate action, whether by instruction, agreement or otherwise, to ensure the protection, confidentiality, and security of Company's Confidential Information, to protect the status of Company's Trade Secrets, and to satisfy Employee's obligations under this Agreement.

(e) *Return of Documents.* Employee acknowledges and agrees that the Confidential Information is and at all times shall remain the sole and exclusive property of Company. Upon the termination of Employee's employment with Company or any of its affiliates or upon request by Company at any time, Employee will promptly return to Company in good condition all Company property, including, without limitation, all documents, data, and records of any kind, whether in hard copy or electronic form, which contain any Confidential Information or which were prepared based on Confidential Information, including any and all copies thereof, as well as all such materials furnished to or acquired by Employee during the course of Employee's employment with Company or any of its affiliates.

(f) *Use of Company's Computers.* Employee is not authorized to access or use the Company's computers, email, or related computer systems to compete or to prepare to compete, or to otherwise compromise the Company's legitimate business interests, and unauthorized access to or use of the Company's computers in violation of this understanding may subject Employee to civil and/or criminal liability.

2. Development of Intellectual Property.

(a) *Definition of Intellectual Property.* As used herein, the term "Intellectual Property" shall include, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

(b) *Company's Rights in Intellectual Property.* Employee agrees that all right, title, and interest of every kind and nature, whether now known or unknown, in and to any Intellectual Property invented, created, written, developed, conceived, or produced by Employee during Employee's employment with Company or any of its affiliates (i) whether using Company's equipment, supplies, facilities, and/or Confidential Information, (ii) whether alone or jointly with others, (iii) whether or not contemplated by the terms of Employee's employment, and (iv) whether or not during normal working hours, that are within the scope of Company's actual or anticipated business operations or that relate to any of Company's actual or anticipated products or services are, and shall be, the exclusive property of Company and shall hereinafter be referred to as "Company Intellectual Property." Employee hereby assigns, transfers, and conveys to Company all of Employee's right, title, and interest in and to all Company Intellectual Property existing as of the date of this Agreement.

(c) *Employee's Obligations.* Employee agrees to take all reasonably necessary actions, while employed and thereafter, to enable Company to obtain, register, perfect, and/or otherwise protect its rights in Company Intellectual Property in the United States and all foreign countries. Employee irrevocably waives any "moral rights," or other rights with respect to attribution of authorship or integrity of Company Intellectual Property, that Employee may have under any applicable law or under any legal theory.

(i) Without limiting the generality of the foregoing, Employee hereby consents and agrees to: a) promptly and fully disclose to Company any and all Company Intellectual Property; b) assign to Company all rights to Company Intellectual Property without limitation or royalty; and c) execute all documents necessary for Company to obtain, register, perfect, or otherwise protect its rights in Company Intellectual Property. Consideration for Employee's assignment to Company is hereby acknowledged. In the event Company is unable, after reasonable effort, to secure Employee's signature on any documents necessary to effectuate this provision, Employee hereby irrevocably designates and appoints Company as Employee's agent and attorney-in-fact, to act for and on Employee's behalf, and to execute any such documents and to do all other lawfully permitted acts to further the protection of Company Intellectual Property with the same legal force and effect as if executed by Employee.

(ii) To the extent, if any, that any Company Intellectual Property is unassignable or that Employee retains any right, title, or interest in and to any Company Intellectual Property, Employee: a) unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of

any kind against Company with respect to such rights; b) agrees, at Company's request, to consent to and join in any action to enforce such rights; and c) hereby grants to Company a perpetual, exclusive, irrevocable, fully paid-up, royalty-free, transferable, sub-licensable (through multiple levels of sublicenses), worldwide right and license to use, reproduce, distribute, display, and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use, disclose, and exploit (and have others exercise such rights on behalf of Company) all or any portion of Company Intellectual Property, in any form or media (now known or later developed). The foregoing license includes, without limitation, the right to make any modifications to Company Intellectual Property regardless of the effect of such modifications on the integrity of Company Intellectual Property, and to identify Employee, or not to identify Employee, as one or more authors of or contributors to Company Intellectual Property or any portion thereof, whether or not Company Intellectual Property or any portion thereof has been modified.

(iii) Employee agrees to assist Company in connection with any demands, reissues, oppositions, litigation, controversy, or other actions involving any item of Company Intellectual Property.

(iv) Employee agrees to undertake the foregoing obligations both during and after Employee's employment with Company or any of its affiliates, without charge, but at Company's expense with respect to Employee's reasonable out-of-pocket costs. Employee further agrees that Company may, in its sole discretion, deem Company Intellectual Property as a Trade Secret, in which case Employee will comply with the Confidential Information provisions in this Agreement.

(v) Notwithstanding the foregoing, and consistent with Delaware Code Title 19 Section 805, Employee is hereby notified that no provision in this Agreement requires Employee to assign any of his or her rights to an invention for which no equipment, supplies, facility, or trade secret information of Company was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) to the business of Company or (ii) to Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Employee for Company.

3. Acknowledgment of Company's Goodwill.

Employee acknowledges that Company has expended and will continue to expend considerable time, effort, and resources to develop and market its products and services, that the relationships between Company and its employees, independent contractors, customers, prospective customers, vendors, and suppliers are valuable assets of Company and key to its success, and that employees of Company establish close professional relationships with other employees, independent contractors, customers, vendors, and suppliers of Company in the course of their relationship with Company, all of which constitute goodwill of Company ("Goodwill").

4. Nonsolicitation of Customers.

In order to prevent the improper use of Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason

whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity, call on, solicit the business of, sell to, service, or accept business from any of Company's customers (with whom Employee had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of Employee's employment) for the purpose of providing said customers with products and/or services of the type or character typically provided to such customers by Company.

5. Nonsolicitation of Vendors.

In order to prevent the improper use of Trade Secrets and Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity:

(a) Encourage, discourage, interfere with, or otherwise cause, in any manner, any business partner, independent contractor, vendor, or supplier of Company to curtail, sever, or alter its relationship or business with Company; or

(b) Solicit, communicate, or do business with any of Company's business partners, independent contractors, vendors, or suppliers (with whom Employee had personal contact and did business with during the eighteen (18) month period immediately prior to the termination of Employee's employment) for or on behalf of a Competitor (as defined by Section 7, below).

6. Nonsolicitation of Employees.

Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, on Employee's own behalf or by aiding any other individual or entity, hire, employ, or solicit for employment any employee of Company with whom Employee had personal contact or about whom Employee received Confidential Information while employed by Company or any of its affiliates.

7. Noncompetition.

In order to prevent the improper use of Trade Secrets and Confidential Information and the resulting unfair competition and misappropriation of Goodwill and other proprietary interests, Employee agrees that while Employee is employed by Company or any of its affiliates and for a period of eighteen (18) months following the termination of Employee's employment for any reason whatsoever, whether such termination is voluntary or involuntary, and regardless of cause, Employee will not, directly or indirectly, perform services within the United States of America or Canada for a Competitor that are the same as or similar to the services Employee performed for Company during the eighteen (18) month period immediately prior to the termination of Employee's employment. For purposes of this Agreement, a "Competitor" of Company shall mean Bass Pro Shops, Gander Mountain, Sportsman's Warehouse, The Sportsman's Guide, Orvis, Dick's Sporting Goods, The Sport's Authority, Big 5 Sporting Goods, Scheels, L.L. Bean, Lands' End, REI, Academy, Amazon.com, Field & Stream, Wholesale Sports, Sail, Le Baron, Mountain Equipment Co-op, Canadian Tire, The Fishin' Hole, Northwest Company, or any other multi-state, multi-province, and/or multi-channel retailer engaged in the sale of products and/or services associated with hunting,

fishing, or camping.

8. Reasonable Restrictions.

(a) *Applicable to any Status.* Employee acknowledges and agrees that the post-employment obligations of this Agreement shall be applicable to Employee regardless of whether Employee engages in any such competing business activity as an individual or as a sole proprietor, stockholder, partner, member, officer, director, employee, agent, consultant, or independent contractor of any other entity.

(b) *Tolling.* In the event Employee is in breach of the post-employment obligations of this Agreement, the eighteen (18) month post-employment enforcement period of this Agreement shall be tolled, until such breach is ended unless an injunction is in place to protect Company's interests, up to a maximum extension of eighteen (18) months.

(c) *Reasonable Restriction.* In signing this Agreement, Employee is fully aware of the restrictions that this Agreement places upon Employee's future employment or contractual opportunities with someone other than Company. However, Employee understands and agrees that Employee's employment by Company or any of its affiliates, Employee's privileged position within Company, and Employee's access to Company Confidential Information and Intellectual Property of Company makes such restrictions both necessary and reasonable. Employee further acknowledges and agrees that the eighteen (18) months provided in Sections 4 through 7 of this Agreement may not be an adequate period of time for Company to implement changes or additional procedures to protect Company's Trade Secrets and/or Confidential Information, but that such period is a reasonable approximation of the amount of time necessary. Employee finally acknowledges and agrees that the restrictions hereby imposed constitute reasonable protections of the legitimate business interests of Company and that they will not unduly restrict Employee's opportunity to earn a reasonable living following the termination of Employee's employment.

9. Intended Third Party Beneficiaries.

Employee acknowledges and understands that some of the Confidential Information, Intellectual Property, and/or Trade Secret information accessible to Employee in the performance of Employee's duties during Employee's employment may belong to and be provided by Company's affiliates ("Third Party Beneficiaries"). For purposes of this Agreement, the term "affiliates" means any entity under common control or ownership with Company, including, without limitation, Company's subsidiaries. Employee expressly acknowledges and agrees that the Third Party Beneficiaries are intended third party beneficiaries of this Agreement as it pertains to Employee's obligations under this Agreement and shall have the right to enforce this Agreement directly against Employee in their own names or jointly with Company or each other. This Agreement, without more, is not intended to and shall not be construed as granting any Third Party Beneficiary with any ownership interest of any kind in any of Company's Confidential Information.

10. Notification.

Employee acknowledges and agrees that Company may notify anyone employing or contracting with Employee or evidencing an intention to employ or contract with Employee as to the existence and provisions of this Agreement, as well as provide them an opinion regarding its enforceability. While Employee reserves the right to also communicate disagreement with such an opinion if Employee disagrees, Employee recognizes Company's legitimate business interest in expressing its opinion and consents to it doing so if it believes it necessary. Employee will not assert any claim that such conduct is legally actionable interference or otherwise impermissible regardless of whether or not this Agreement is later

found to be enforceable in whole or in part.

11. Future Awards.

Nothing contained in this Agreement is intended to or shall be construed to impose any obligation on Company to grant stock options or restricted stock units to Employee other than the Equity Awards granted by Company's Board of Directors or a duly authorized committee thereof prior to execution of this Agreement.

12. Enforcement and/or Reimbursement.

Employee acknowledges and agrees that, by reason of the sensitive nature of the Confidential Information, Intellectual Property, Trade Secrets, and Goodwill referred to in this Agreement, a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there may not be an adequate remedy at law. If Employee violates any of the terms of this Agreement, all Company obligations under this Agreement shall cease without relieving Employee of Employee's continuing obligations hereunder and Employee shall forfeit all outstanding Equity Awards and all Company obligations to Employee regarding such Equity Awards shall cease.

In addition to the foregoing, to the extent Employee breaches any provision of this Agreement, Employee shall be required to reimburse Company for any amounts received as profit or gain from any previously granted Equity Awards. Employee acknowledges and agrees that said forfeitures and/or reimbursements represent only a small portion of the actual irreparable and continuing damages Company would experience if Employee violates the terms of this Agreement. As such, Employee further acknowledges and agrees that, in addition to the foregoing, and the recovery of any additional damages to which Company may be entitled in the event of Employee's violation of this Agreement, Company shall also be entitled to equitable relief, including such injunctive relief as may be necessary to protect the interests of Company in such Confidential Information, Company Intellectual Property, Trade Secrets, and Goodwill and as may be necessary to specifically enforce this Agreement. The Company shall be entitled to seek and secure injunctive relief without the posting of a bond; provided, however, that if the posting of a bond is required by law for injunctive relief to issue then a bond of \$1,000 shall be deemed a reasonable bond. Employee further acknowledges and agrees that the remedies of forfeiture, reimbursement, and injunctive relief are cumulative and the forfeiture/reimbursement is not intended as a "buyout" option for Employee or as a substitute for Employee's performance under this Agreement.

13. Reformation and Severability.

Employee and Company intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Company further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof. Employee and Company further agree that in the event a court of competent jurisdiction determines this Agreement to be unenforceable and void in its entirety, Company shall be entitled to rescission of all outstanding Equity Awards given Employee as partial consideration for Employee's obligations under this Agreement, and all Company obligations to Employee regarding such Equity Awards shall cease.

14. Integration and Amendments.

This Agreement, including the initial paragraph and the recitals to this Agreement, each of which is incorporated herein and made part of this Agreement by this reference, is a complete agreement between the parties and amends and restates in its entirety any proprietary matters agreement(s) between Employee and Company executed in conjunction with the grant of Equity Awards. The previous sentence notwithstanding, Employee expressly acknowledges that as an employee of Company or any of its affiliates, Employee was and is subject to additional policies and agreements instituted for the purpose of protecting the Confidential Information, proprietary information, Trade Secrets, and Goodwill of Company and its subsidiaries and affiliates; and as such, Employee expressly acknowledges that all such policies and agreements shall not be replaced and superseded by this Agreement, but shall be used together with this Agreement to protect the interests of Company and its subsidiaries and affiliates to the fullest extent allowed by law. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees, permissible assigns, personal representatives, and legal representatives. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by Employee and Company or by order of a court of competent jurisdiction.

15. Waiver.

Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or provision hereof.

16. Miscellaneous.

(a) *At-will Employment.* Nothing contained in this Agreement shall be deemed to alter or modify Employee's status as an at-will employee of Company or any of its affiliates.

(b) *Jurisdiction, Venue, and Governing Law.* As a corporation organized under the laws of the State of Delaware, Cabela's has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across Cabela's workforce. Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in Delaware and the parties expressly consent to such venue. Employee consents to the personal jurisdiction of the courts located in Delaware over him or her.

(c) *Survival.* Employee's obligations hereunder shall survive the termination of Employee's employment with Company or any of its affiliates or termination of any other agreement or relationship between Employee and Company, and shall, likewise, continue to apply and be valid notwithstanding any change in the Employee's duties, responsibilities, position, or title. Nothing in this Agreement shall eliminate, reduce, or otherwise remove any legal duties or obligations that Employee would otherwise have to the Company through common law or statute.

(d) *Assignability.* This Agreement shall automatically inure to the benefit of, and be enforceable by, Company and its successors, parents, subsidiaries, Third Party Beneficiaries, and assigns; without the need for any further action or approval by Employee. Employee agrees that this Agreement is assignable by Company and may be enforced by any Third Party Beneficiary, assignee, or successor of Company. This Agreement is not assignable by Employee.

17. Employee's Copy.

EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

The parties have executed this Agreement effective as of the date of your acceptance of this Agreement.

CABELA'S INCORPORATED

By: /s/ Charles Baldwin
Charles Baldwin,
Executive Vice President and
Chief Administrative Officer

By: Click the "Accept this Grant" Button to
Execute and Accept this Agreement.
Employee

RESTRICTED STOCK UNIT AGREEMENT

RESTRICTED STOCK UNIT AGREEMENT (the "Agreement"), dated as of the Grant Date (as stated below), by and between Cabela's Incorporated, a Delaware corporation (the "Company"), and you as a selected employee of the Company or one of its Subsidiaries (the "Grantee").

WITNESSETH:

WHEREAS, to motivate key employees, consultants, and non-employee directors of the Company and the Subsidiaries by providing them an ownership interest in the Company, the Board of Directors of the Company (the "Board") has established and the stockholders of the Company have approved, the Cabela's Incorporated 2013 Stock Plan, as the same may be amended from time to time (the "Plan");

WHEREAS, pursuant to the Plan, the Compensation Committee of the Board has authorized the grant to the Grantee of Restricted Stock Units in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee and the Company desire to enter into an agreement to evidence and confirm the grant of such Restricted Stock Units on the terms and conditions set forth herein.

NOW, THEREFORE, to evidence the Restricted Stock Units so granted, and to set forth the terms and conditions governing such Restricted Stock Units, the Company and the Grantee hereby agree as follows:

1. Grant of Restricted Stock Units. The Company hereby evidences and confirms its grant to the Grantee, effective as of the Grant Date, of the number of Restricted Stock Units specified below, subject to the restrictions contained herein. The Restricted Stock Units shall vest and become payable in shares of Common Stock according to the vesting requirements set forth in this Agreement and subject to earlier expiration or termination as provided in this Agreement. This Agreement is subordinate to, and the terms and conditions of the Restricted Stock Units granted hereunder are subject to, the terms and conditions of the Plan, which are incorporated by reference herein. If there is any inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall govern. Any capitalized terms used herein without definition shall have the meanings set forth in the Plan.

2. Vesting Dates. Subject to the provisions of the Plan and this Agreement, and unless vested or forfeited earlier as set forth in this Agreement, the Restricted Stock Units awarded hereunder shall become vested and settled as described in Section 3 below as of the Vesting Dates indicated below (the "Vesting Dates"). For clarity, one-fourth of the Restricted Stock Units granted pursuant to this Agreement shall vest on each of the first, second, third, and fourth anniversaries of the Grant Date and each such anniversary is a Vesting Date.

3. Vesting of Restricted Stock Units.

a. Settlement of Vested Restricted Stock Units. Subject to the requirements set forth in this Agreement, as promptly and reasonably practicable after a Vesting Date, but no later than 60 days following such Vesting Date, the Company shall transfer and deliver to the Grantee, in book-position or certificate form, one share of Common Stock for each Restricted Stock Unit becoming vested at such time;

provided, however, the Company may withhold shares of Common Stock otherwise transferable to the Grantee to the extent necessary to satisfy withholding taxes in accordance with Section 7(e) below.

b. Termination of Employment. Notwithstanding anything contained in this Agreement to the contrary, (i) subject to the provisions of Article 8 of the Plan, if the Grantee separates from service due to his death or Disability during the Restriction Period, a pro rata portion of the shares of Common Stock underlying the Restricted Stock Units then held by Grantee shall vest as of the separation of service and no longer be subject to the Restriction Period, based on the number of months the Grantee was employed during the Restriction Period, and all Restricted Stock Units for which the Restriction Period has not then lapsed shall be forfeited and canceled as of the date of such separation of service, and (ii) if the Grantee's employment is terminated for any other reason during the Restriction Period, any Restricted Stock Units held by the Grantee which have not vested shall be forfeited and canceled as of the date of such termination. The date of termination of employment shall be deemed to be the date on which notice of termination of employment is given by the Company or any Subsidiary to the Grantee without regard to any period of notice of termination of employment in such notice of termination or to which the Grantee may be entitled at law. If Restricted Stock Units become vested pursuant to Section 3(b)(i) above, then, as promptly and reasonably practicable after such vesting, but no later than 60 days following such vesting, the Company shall transfer and deliver to the Grantee or the Grantee's estate or personal representative, in book-position or certificate form, one share of Common Stock for each Restricted Stock Unit becoming vested at such time.

c. Proprietary Matters Agreement. The Grantee acknowledges that, as a condition to granting the Restricted Stock Units, the Company has required the Grantee to enter into a Proprietary Matters Agreement with the Company pursuant to Section 3.2 of the Plan. If a substantially similar agreement has been executed in connection with the prior grant of Awards, the Grantee hereby affirms such agreement; provided, if the Company requires the Grantee to execute a new Proprietary Matters Agreement (the "New Agreement"), the Grantee acknowledges that the New Agreement shall constitute a complete amendment and restatement of any such previously executed agreement.

4. Grantee's Representations, Warranties, and Covenants. The Grantee understands, acknowledges, and agrees that the Restricted Stock Units, and any shares of Common Stock, may not be transferred, sold, pledged, hypothecated, or otherwise disposed of except to the extent expressly permitted hereby and at all times in compliance with the U.S. Securities Act of 1933, as amended, and the rules and regulations of the Securities Exchange Commission thereunder, and in compliance with applicable state and non-U.S. securities laws.

5. Grantee's Rights with Respect to Restricted Stock Units.

a. Restrictions on Transferability. Except as provided in the Plan, the Restricted Stock Units granted hereby are not assignable or transferable, in whole or in part, and may not, directly or indirectly, be offered, transferred, sold, pledged, assigned, alienated, hypothecated, or otherwise disposed of or encumbered (including without limitation by gift, operation of law, or otherwise) other than by will or by the laws of descent and distribution to the estate of the Grantee upon the Grantee's death; provided that the deceased Grantee's beneficiary or representative of the Grantee's estate shall acknowledge and agree in writing, in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary or the estate were the Grantee.

b. Rights as Stockholder. Except as otherwise provided herein, the Grantee shall have no rights as a stockholder with respect to the Restricted Stock Units awarded hereunder prior to the date of issuance to the Grantee of such shares of Common Stock in book-position or certificate form. Any securities issued to or received by the Grantee with respect to Restricted Stock Units as a result of a stock split, a dividend payable in capital stock or other securities, a combination of shares, or any other change or exchange of the Restricted Stock Units for other securities, by reclassification, reorganization, distribution, liquidation, merger, consolidation, or otherwise, shall have the same status as the Restricted Stock Units and shall be held by the Company if the Restricted Stock Units are being so held, unless otherwise determined by the Committee.

6. Recapitalization; Change in Control. In the event of a recapitalization subject to Section 4.4 of the Plan or a Change in Control of the Company, the Grantee's rights with respect to any Restricted Stock Units granted pursuant to this Agreement shall be governed by the terms and conditions of the Plan.

7. Miscellaneous.

a. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

i. if to the Company, to:

Cabela's Incorporated
One Cabela Drive
Sidney, NE 69160
Attention: Legal Department

ii. if to the Grantee, to the Grantee at the address then appearing in the personnel records of the Company for the Grantee. All such notices and communications shall be deemed to have been received on the date of delivery if delivered personally or on the third business day after the mailing thereof, provided that the party giving such notice or communication shall have attempted to telephone the party or parties to which notice is being given during regular business hours on or before the day such notice or communication is being sent, to advise such party or parties that such notice is being sent.

b. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy, or claim under or in respect of any agreement or any provision contained herein.

c. Waiver; Amendment.

i. Waiver. Any party hereto or beneficiary hereof may by written notice to the other parties (A) extend the time for the performance of any of the obligations or other actions of the other parties under this Agreement, (B) waive

compliance with any of the conditions or covenants of the other parties contained in this Agreement, and (C) waive or modify performance of any of the obligations of the other parties under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants, or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder.

ii. Amendment. This Agreement may not be amended, modified, or supplemented orally, but only by a written instrument executed by the Grantee and the Company.

d. Assignability. Neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof shall be assignable by the Company or the Grantee without the prior written consent of the other party; provided that the Company may assign all or any portion of its rights hereunder to one or more persons or other entities designated by it in connection with a Change in Control of the Company.

e. Tax Withholding. The Company may require the recipient of the shares of Common Stock to remit to the Company an amount in cash sufficient to satisfy the statutory minimum U.S. federal, state, and local and non-U.S. tax withholding requirements as a condition to the issuance of such shares of Common Stock. In the event any cash is paid to the Grantee or the Grantee's estate or beneficiary pursuant to Section 6 hereof or Article 8 of the Plan, the Company shall have the right to withhold an amount from such payment sufficient to satisfy the statutory minimum U.S. federal, state, and local and non-U.S. tax withholding requirements. The Committee may, in its discretion, require or permit the Grantee to elect, subject to such conditions as the Committee shall impose, to meet such obligations by having the Company withhold the least number of shares of Restricted Stock Units having a Fair Market Value sufficient to satisfy all or part of the Grantee's estimated total statutory minimum U.S. federal, state, and local and non-U.S. tax withholding obligation with respect to the issuance of or lapse of restrictions on the shares of Common Stock.

f. Applicable Law. As a corporation organized under the laws of the State of Delaware, the Company has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across the Company's workforce. Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state.

g. Consent to Electronic Delivery. By executing this Agreement, Grantee hereby consents to the delivery of information (including, without limitation, information required to be delivered to the Grantee pursuant to applicable securities laws) regarding the Company and the Subsidiaries, the Plan, the Restricted Stock Units, and the shares of Common Stock via the Company's website or other electronic delivery.

h. Severability: Blue Pencil. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected thereby. Grantee and the Company agree that the covenants contained in this Agreement are reasonable covenants under the circumstances, and further agree that if, in the opinion of any court of competent jurisdiction such covenants are not reasonable in any respect, such court shall have the right, power, and authority to excise or modify such provision or provisions of these covenants as to the court shall appear not reasonable and to enforce the remainder of these covenants as so amended.

i. Section and Other Headings, etc. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. No Guarantee of Employment. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Subsidiary to terminate the Grantee's employment at any time, nor to confer upon the Grantee any right to continue in the employ of the Company or any Subsidiary.

k. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

l. Gender and Number. Except when otherwise indicated by the context, words in the masculine gender used herein shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Agreement as of the Grant Date.

CABELA'S INCORPORATED

By: /s/ Charles Baldwin
Charles Baldwin,
Executive Vice President and
Chief Administrative Officer

By: Click the "Accept this Grant" Button to
Execute and Accept this Agreement
Grantee

Notice Of Grant Of Stock

Company Name Cabela's Inc.
Plan 2013
Participant Id 4003
Participant Name HIGHBY, MOLLY M
Participant Address
211 VIRGINIA LN
SIDNEY NE 69162
Grant/Award Type Restricted Unit
Share Amount 253
Grant/Award Date March 02, 2016

6/12/2018

Vesting Schedule

Vest Date	Quantity
03/02/2017	63
03/02/2018	63
03/02/2019	63
03/02/2020	64

Accepted on March 10, 2016

6/12/2018

EXHIBIT 3

7/26/2018

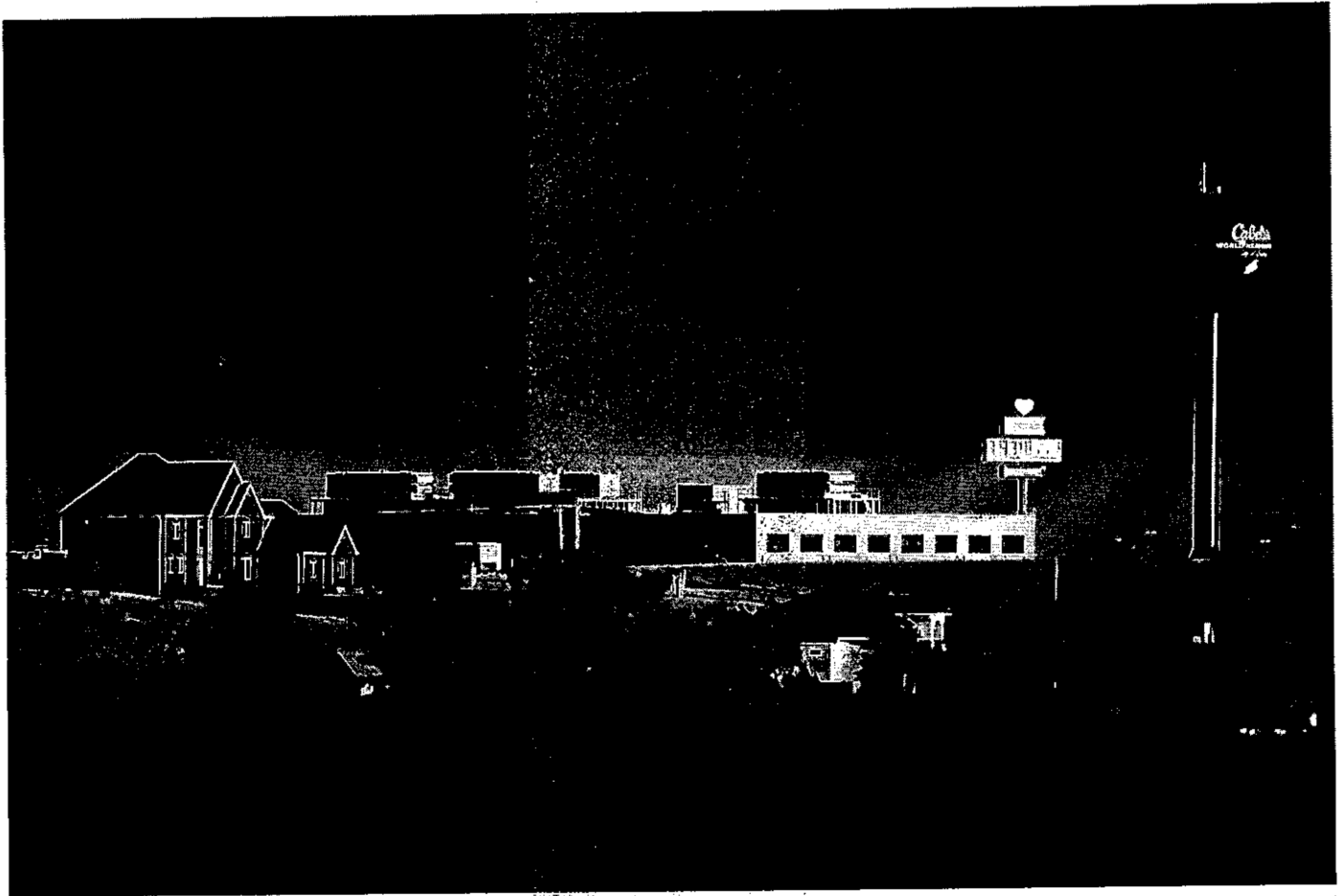
Bass Pro Shops offering buyouts to employees at former Cabela's headquarters in Sidney | Money | omaha.com

https://www.omaha.com/money/bass-pro-shops-offering-buyouts-to-employees-at-former-cabela/article_33ec57d2-7730-5506-9c26-7ce8453cbb1c.html

FIRST IN THE WORLD-HERALD

Bass Pro Shops offering buyouts to employees at former Cabela's headquarters in Sidney

By Paige Yowell / World-Herald staff writer Feb 17, 2018



Cabela's headquarters in Sidney, Nebraska, is seen in December 2016.

MEGAN FARMER/THE WORLD-HERALD

Buy Now

After years of uncertainty, Cabela's employees in Sidney, Nebraska, finally got notice this week from Bass Pro Shops: For many, the end is near.

Employees at the former headquarters have until March 1 to accept an offer from Bass Pro that would let them leave on their own accord and receive bonuses of up to \$40,000, according to a letter sent to employees and obtained by The World-Herald.

With that, Bass has begun the process of clearing out Cabela's former home office, something that people in the town of 6,800 have worried about since the outdoors retailer found itself in a tussle with a Wall Street investor back in late 2015.

"This will be a mass exodus in Sidney," a headquarters employee said in an interview on the condition the employee not be named. "This is what people have been waiting for."

Bass Pro finalized its \$5 billion purchase of Nebraska-based Cabela's last year. Now, the company is faced with the task of eliminating duplicate functions as the two companies combine. The new headquarters will be in Bass Pro's home of Springfield, Missouri.

The offer to Cabela's headquarters employees includes two weeks of pay per year of service at the company, plus a hefty bonus, according to the document.

Sidney headquarters employees who are over 50 years old, with a minimum of 10 years of service, would get two weeks of severance pay for each year of service at the company, plus a \$40,000 bonus, if they accept the offer. They would also get a lifetime discount card for Bass Pro and Cabela's stores.

Employees under 50 or with fewer than 10 years of service would get the severance offer and a \$20,000 bonus, plus discounts at the stores for the next 10 years.

"These voluntary programs, which will expire March 1, 2018, are above and beyond what Outfitters will receive in future severance programs," the letter said, referring to Cabela's employees.

A Bass Pro spokesman would not say how many people were affected, but he confirmed that only Sidney headquarters employees received the offer. Cabela's also has offices in Kearney, Lincoln and Denver.

The letter said a \$20 million fund to enhance normal severance benefits had been set up, so doing the math, it's likely applicable to all or most of the employees at the headquarters.

The town about six hours west of Omaha already has been hit hard by the sale of its top employer. Many people already have been laid off or have quit. Sidney's housing market is flooded with homes for sale, and many already are declining in value.

One employee estimated that about 800 people are left at the former headquarters. That's down from at least 1,200 three years ago. Cabela's once employed about 2,000 people total in Sidney.

In January, Bass Pro Chief Executive Johnny Morris challenged former Cabela's executives and owners who benefited financially from the sale of the company to donate some of that money toward a severance fund for average workers.

The letter to employees offering the buyouts, which was dated Feb. 15 and signed by Bass Pro President Jim Hagale, said that Morris' challenge received "minimal positive response." Morris at the time said Bass Pro had already committed an additional \$10 million toward the severance fund, and that he would personally match all of the donations, up to \$10 million.

"Irrespective, Johnny has decided to firmly commit to contribute the full amount of his \$10 million challenge," the letter said. "This most recent commitment, when added to the \$10 million previously committed to enhance severance, results in a total of \$20 million of incremental funding to help support dislocated team members."

The letter says "a significant portion" of that money is being used to provide for the voluntary programs outlined in the letter.

It also promises that, should executives or owners contribute to the severance fund in the future, employees who accept the offer would receive their fair share of that money, too.

"We remain hopeful that those who did not choose to directly participate in the challenge to support Sidney Outfitters will join us and the City of Sidney and the State of Nebraska to help create other meaningful opportunities for new job creation within the community of Sidney," the letter said. Morris has offered to lease out unused office buildings to another employer for \$1 per year.

The Cabela's employee who asked not to be identified said the offer is more generous than employees had hoped for. The standard severance program does not include the bonus, the employee said.

Erik Gordon, a professor at the University of Michigan's Ross School of Business who studies mergers and acquisitions, said the Bass Pro offer is extremely generous. Its size likely reflects the contribution from Morris, he said.

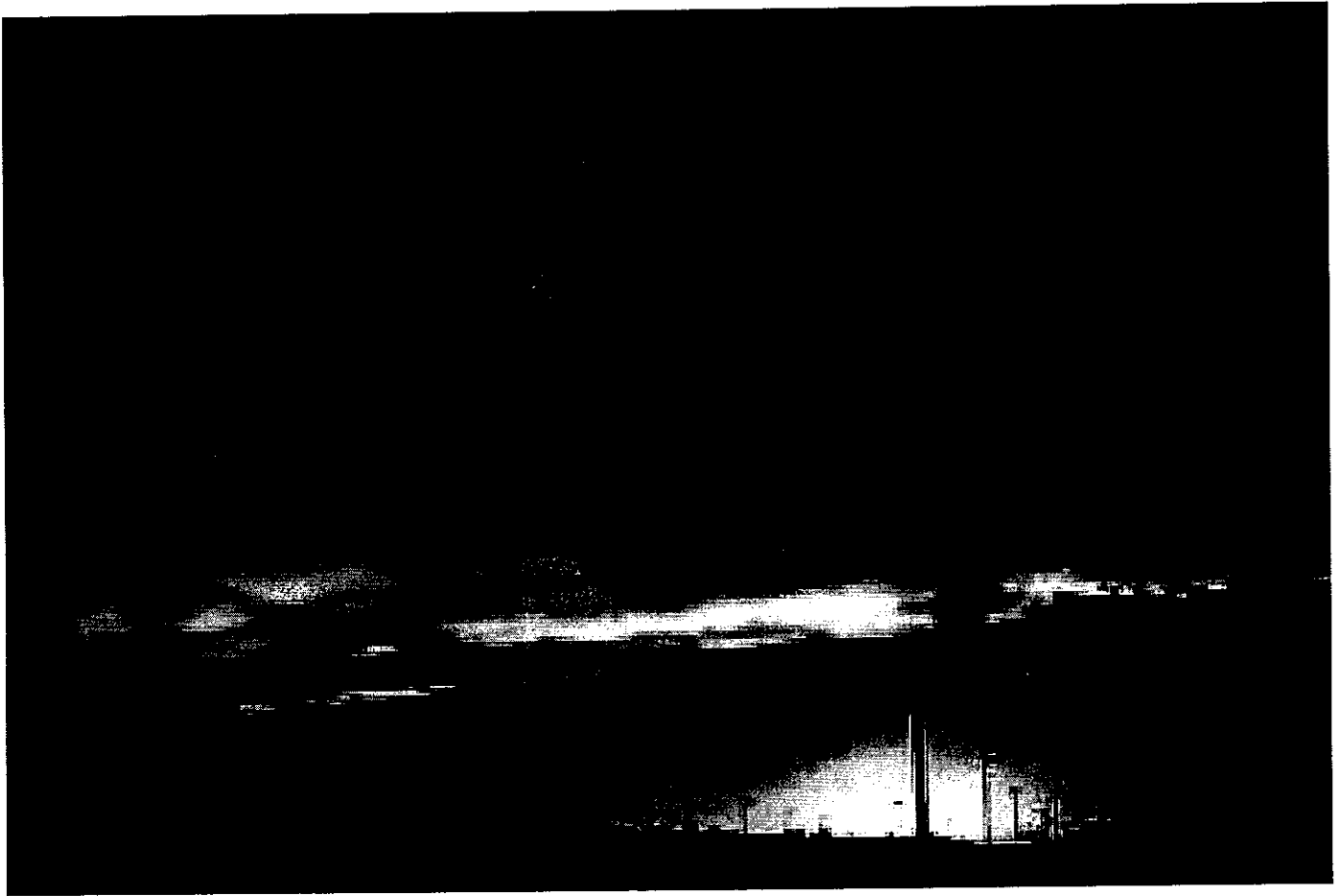
"Most people would rather still have the job they liked, but as severance goes, it is the best I have ever seen," Gordon said. "The acquirer is not obligated to offer packages like that."

The letter notes that Remington Arms Co., a Cabela's and Bass Pro vendor, declared bankruptcy this week, a sign of the struggle outdoors retailers have faced over the past few years.

7/26/2018

Bass Pro Shops offering buyouts to employees at former Cabela's headquarters in Sidney | Money | omaha.com

"The reality is that Cabela's retail business continued its downward spiral through 2017, with the company reporting very significant losses for the year just ended," the letter said. "This type of performance is obviously not sustainable and requires major and immediate corrective action."



Sidney faces challenge to replace 2,000 jobs, fill vacant homes after Bass Pro takeover of Cabela's
Feb 16, 2018

MORE INFORMATION

EXHIBIT 4

**CONFIDENTIAL SEVERANCE AGREEMENT
AND GENERAL RELEASE**

This Confidential Severance Agreement and General Release ("Agreement") is between MATTHEW D. HIGHBY ("Employee") and Cabela's LLC ("Cabela's").

Employee and Cabela's, in consideration of the terms of this Agreement, the mutual promises made in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Termination. Employee agrees that Employee voluntarily elected to end employment with Cabela's. Employee's last day of employment is April 6, 2018 (the "Termination Date"). Except as specifically provided otherwise in this Agreement, all compensation and benefits end on the Termination Date.
2. Final Paycheck. Regardless whether Employee signs or revokes this Agreement, Employee's Final Paycheck will include all earnings through April 6, 2018, less applicable tax withholding and other authorized deductions, and will be paid on or about the next regularly scheduled payroll date.
3. Vacation. Employee agrees that Employee was an exempt employee and that pursuant to Cabela's vacation policy for exempt employees, Employee has no accrued vacation hours and is not entitled to payment of any unused vacation.
4. Benefits. Regardless whether Employee signs or revokes this Agreement, any existing Employee health and dental insurance will continue from the Termination Date through April 30, 2018. Further, regardless whether Employee signs or revokes this Agreement, Employee has the right to continue any existing group health and dental insurance coverage after the Termination Date to the extent provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. Cabela's COBRA administrator will mail Employee information concerning Employee's COBRA rights and obligations.

5. Cabela's 401(k) Savings Plan. Regardless whether Employee signs or revokes this Agreement, if at any time prior to the Termination Date, Employee was a participant in Cabela's 401(k) Savings Plan ("Savings Plan"), Employee's vested account balance will be available for distribution after the Termination Date as allowed under the terms of the Savings Plan, or as otherwise allowed by law.

6. Severance. In return for signing this Agreement, not revoking it, and observing its terms, Cabela's shall pay Severance to Employee as follows:

- a. **Severance Compensation.** Cabela's shall pay Employee the gross amount of \$73,949.42, less applicable supplemental tax withholding and any other authorized deductions. This gross amount represents a total of 26 weeks of Employee's base salary. The Severance Compensation will be paid in bi-weekly payments that will begin with the first regular payroll that is processed following the Effective Date of this Agreement (as defined in Section 23 of this Agreement entitled "Revocation Period"). In the event that Cabela's rehires Employee in any capacity, and Employee is still receiving bi-weekly payments of Severance Compensation, all bi-weekly payments shall cease effective on the date of rehire;
- b. **Johnny's Pledge.** Cabela's shall pay Employee the gross amount of \$20,000.00, less applicable supplemental tax withholding and any other authorized deductions. Johnny's Pledge will be paid in a lump sum payment on the first regular payroll date that is processed following the Effective Date of this Agreement (as defined in Section 23 of this Agreement entitled "Revocation Period");
- c. **Job Placement Assistance.** Cabela's shall provide job placement assistance to Employee through a program entitled, "Your Next Step." The details of this program are contained in a document sent to you in the email with this Agreement;
- d. **Health and Dental Insurance.** Cabela's shall continue any existing health and dental insurance coverage through April 30, 2018. If Employee timely completes an election for COBRA continuation coverage, Cabela's shall continue to pay Cabela's share of the COBRA insurance premium through the Severance Compensation period. Employee shall pay the Employee share of the COBRA insurance premium through the Severance Compensation period. If Employee chooses to continue COBRA insurance after the expiration of the Severance Compensation period, Employee shall be responsible for payment of the full amount of the COBRA insurance premium;

- e. **Tuition and Relocation Reimbursement.** Employee is relieved of any tuition and relocation reimbursement obligations to Cabela's; and
- f. **Discount.** Employee shall be entitled to an employee discount card, subject to terms of Cabela's employee discount policy in the Outfitter Handbook, for a period of ten (10) years from the Effective Date of this Agreement. In the event Cabela's, in its sole discretion, determines that Employee has made any improper use of the discount or violates any other term of this Agreement, including the confidentiality provisions, Cabela's reserves the right to revoke further use of the discount.

Employee understands and agrees that Employee is not entitled to receive any of the above Severance unless Employee signs this Agreement, does not revoke this Agreement, and fulfills Employee's promises in this Agreement.

7. Non-disparagement. Except as stated below in Section 11, Employee agrees to not make disparaging, critical, or otherwise detrimental comments to any person or entity concerning:

- a. Cabela's, its officers, directors, or employees;
- b. Cabela's products, services, or programs; and
- c. Cabela's business affairs or financial condition.

8. Confidential Business Information.

- a. Employee acknowledges that employment with Cabela's necessarily involved exposure to, familiarity with, and opportunity to learn highly sensitive, confidential, and proprietary information of Cabela's, which may have included, without limitation, information concerning Cabela's products and services, business methods, business plans, trade secrets, marketing and sales plans, programs and promotions, vendors and suppliers, mergers and acquisitions, customers and clientele, prices, financial and accounting data, technical data, personnel and compensation, research and development of new or improved products and services, and general know-how regarding the business of

Cabela's and its products and services (collectively the "Confidential Information"). Employee agrees that Confidential Information was entrusted to Employee solely for use in Employee's capacity as an employee of Cabela's. Employee will forever treat all matters relating to Cabela's' business as Confidential Information, and Employee agrees not to use, give, or divulge such Confidential Information to any third party, except as permitted below in Section 11.

- b. **Defend Trade Secrets Act Notice.** Employee acknowledges receiving the following notice: That under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by the employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order

9. **Return of Property.** Except as stated below in Section 11: (a) Employee agrees that Employee will return to Cabela's all Cabela's property of every kind, including but not limited to, all computers, laptops, mobile phones, manuals, books, keys, access cards, credit cards, calling cards, records, computer passwords, personnel lists, customer lists, and all other lists and other written or printed materials that contain any Confidential Information, whether furnished by Cabela's or prepared by Employee; and (b) Employee agrees that Employee will neither make nor retain any copies of such materials after the Termination Date.

10. **General Release.** In exchange for the benefits provided by this Agreement, Employee, for Employee personally and Employee's heirs, executors, administrators, successors and assigns, knowingly and voluntarily releases and forever discharges Cabela's, its affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former employees, attorneys, officers, directors, shareholders, and agents, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively, the "Released Parties") from any and all claims, damages (including attorney fees), demands, actions, or

causes of actions of any kind or nature, whether known or unknown, that may be waived by private agreement, that Employee has, or may have, up to and including the date Employee signs this Agreement, arising out of Employee's employment with Cabela's and the termination of Employee's employment with Cabela's (collectively the "Claims") including, without limitation, any Claims under any agreement between the parties except any Claims under any Retention Bonus Agreement between the parties dated April 25, 2017, and any Claims under any federal, state, or local statutory or common laws (whether under contract or tort, or in equity), including, without limitation:

- a. The Age Discrimination in Employment Act;
- b. Older Workers Benefit Protection Act;
- c. Title VII of the Civil Rights Act of 1964;
- d. Sections 1981 through 1988 of Title 42 of the United States Code;
- e. The Americans with Disabilities Act of 1990;
- f. Fair Labor Standards Act;
- g. The Family and Medical Leave Act;
- h. The Employee Retirement Income Security Act of 1974 ("ERISA")(except for any vested benefits under any qualified benefit plan);
- i. The Immigration Reform and Control Act;
- j. The Worker Adjustment and Retraining Notification Act;
- k. The Fair Credit Reporting Act;

l. The Equal Pay Act; and

m. The Genetic Information Non-Discrimination Act.

Employee waives any right or ability to be a part of any class, collective action, or to otherwise participate as a party in any putative or certified class, collective or multi-party action or proceeding in which Cabela's is a party, that is based on any Claim covered by this General Release. Both parties also waive any right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement, Employee's employment with the Company, or the termination of employment with Cabela's.

Employee is not waiving, and this General Release does not cover, any claims or rights by Employee (i) that may arise after the date that Employee signs this Agreement; (ii) for the Severance Compensation consideration or breach of this Agreement; (iii) for reimbursement of business expenses incurred on behalf of Cabela's under Cabela's expense reimbursement policies; (iv) for vested rights under any ERISA employee benefit plans applicable to Employee on the date Employee signs this General Release; (v) any claims that controlling law clearly states may not be released by private agreement, including but not limited to claims for Worker's Compensation benefits for job-related illness or injury or for unemployment insurance; and (vi) to challenge the validity of the release of claims under the Older Workers Benefit Protection Act (OWBPA).

11. No Interference with Rights. Employee understands that nothing in this Agreement, including but not limited to the Non-disparagement provisions of Section 7, the Confidentiality provisions of Sections 8 and 15, the Return of Property provisions of Section 9, or the General Release in Section 10, shall prohibit Employee from filing a charge or complaint with, and/or voluntarily participating in any investigation or proceeding conducted by, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Occupational Health and Safety Administration, and/or any other federal, state or local government agency charged with the enforcement of any laws. Further, the Parties agree that nothing in this Agreement shall be construed to interfere with (i) the ability of any federal, state or local government agency to investigate any such charge or complaint, (ii) Employee's ability to communicate voluntarily with, including providing documents or other information to, any such agency, and/or (iii) Employee's ability to provide truthful testimony in any court, administrative agency and/or arbitration proceeding. However, Employee understands that by signing this Agreement, Employee is waiving Employee's right to receive individual relief (including without

limitation back pay, front pay, reinstatement or other legal or equitable relief) based on claims asserted in any such charge or complaint, except where such a waiver is prohibited and except for any right Employee may have to receive a payment from a government agency (and not the Company) for information provided to the government agency. Nothing in this Agreement, including the sections listed above, shall be interpreted or enforced in a manner that would interfere with Employee's rights under the National Labor Relations Act, if any, to discuss or comment on Employee's terms and conditions of Employment or engage in other protected concerted activities.

12. Agreement Not an Admission. Employee expressly acknowledges that this Agreement is not an admission by Cabela's or any of the other Released Parties of any violation of any law, regulation, ordinance, or administrative procedure, liability for which is expressly denied by Cabela's.

13. Right and Authority. Employee represents and warrants that Employee has the sole right and exclusive authority to execute this Agreement, and that Employee has not sold, assigned, transferred, conveyed, or otherwise previously disposed of any claim or demand relating to any matter covered by this Agreement.

14. Acknowledgments and Affirmations. Employee acknowledges and affirms that:

- a. Employee has not initiated or filed any administrative or legal proceeding against Cabela's; but that if Employee has done so, Employee's Claims are fully satisfied by the Severance Compensation set forth in this Agreement and, to the extent permitted by law, Employee waives any right to further individual relief;
- b. Employee has been paid or has received all final compensation and all other compensation, wages, bonuses, commissions, and benefits to which Employee may be entitled, except as set forth above in Section 2;
- c. Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
- d. Cabela's and Employee both acknowledge that this Agreement does not limit Employee's right, where applicable, to file a charge with or voluntarily participate in an investigative proceeding of any federal, state, or local governmental agency, including but not limited to the EEOC. To the extent permitted by law, Employee agrees that if such an

administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

- e. Employee has no unreported workplace injuries or occupational diseases; and
- f. Employee has not been retaliated against for reporting any allegations of wrongdoing by Cabela's or its officers, including any allegations of corporate fraud.

15. Confidentiality of Agreement. Employee agrees to keep confidential both the fact of and the terms of this Agreement, and will not disclose, display, discuss, or make public in any way the terms of or existence of this Agreement with anyone, except as may be required to Employee's spouse, attorney, certified public accountant or tax preparer, or where compelled by law, or as provided in Section 11, or to enforce the terms of this Agreement..

16. Assignment. This Agreement and the rights, interests, and obligations of Cabela's and the Released Parties under this Agreement shall be assignable to and shall inure to the benefit of any person, corporation, partnership, or entity that succeeds to all or substantially all of the business or assets of Cabela's or any of the Released Parties. This Agreement is not assignable by Employee.

17. Complete Agreement. This Agreement is a complete agreement between the parties and supersedes all prior discussions, negotiations, and agreements with regard to the subject matter herein, whether oral or written. However, Employee agrees that this Agreement shall not in any way affect, modify, or nullify any agreement(s) Employee may have entered into with Cabela's that obligate Employee to protect Cabela's confidential information and/or to refrain from soliciting Cabela's employees or customers after Employee's employment is terminated, and/or to assign intellectual property to Cabela's, and that any such obligations contained in those agreement(s) remain in full force and effect to the extent permitted by law. This Agreement shall not be modified except by mutual agreement, in writing and signed by both parties. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees, permissible assigns, personal representatives, and legal representatives.

18. Severability. Employee and Cabela's intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Cabela's further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court, such provision shall

be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of this Agreement.

19. Enforcement, Damages and Injunctive Relief. If Employee violates any of the terms of this Agreement, all Cabela's obligations to Employee regarding Severance Compensation in excess of the amount of One Hundred Dollars (\$100.00) shall cease. In addition to the recovery of any additional damages and any other legal relief to which Cabela's may be entitled in the event of Employee's violation of this Agreement, Cabela's shall also be entitled to equitable relief, including such injunctive relief as may be necessary to specifically enforce other provisions of this Agreement. The parties further agree that Cabela's shall be entitled to recover its costs, expenses, and attorneys' fees from Employee if Cabela's finds it necessary to seek equitable relief or damages. This Section does not apply to claims that Employee may have under the Older Workers Benefit Protection Act ("OWBPA") and the Age Discrimination in Employment Act of 1967 ("ADEA") as such claims are covered by the next paragraph. This Section also does not apply to the Employee's exercise of the rights the Employee retains as described in this Agreement, including those in Section 11.

Although Employee is releasing claims that Employee may have under the OWBPA and the ADEA, Employee understands that the release does not extend to or prevent Employee from challenging the knowing and voluntary nature of Employee's release of claims under the OWBPA and the ADEA. Employee understands, however, that if Employee successfully pursues a claim against Cabela's under the OWBPA and/or the ADEA on that basis, Cabela's may be entitled to restitution, recoupment, or set off (that is, a "reduction") against a monetary award obtained by Employee up to the total amount of Severance Compensation that Employee received under this Agreement,. Any such reduction can never exceed the Severance Compensation Employee received as consideration for signing this Agreement.

20. Applicable Law. As a limited liability company organized under the laws of the State of Delaware, Cabela's has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across Cabela's workforce. Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state.

21. Cabela's Recommends Consultation with Attorney. Employee is hereby cautioned and advised to consult with an attorney prior to signing this Agreement. Employee shall be responsible for any attorney's fees incurred in consulting with any attorney regarding this Agreement.

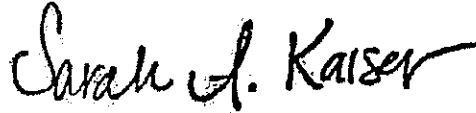
22. Review Period. Employee confirms and acknowledges that Employee has forty-five (45) calendar days to consider and review this Agreement and the attached Disclosure Statement before signing (the "Review Period"). Employee may sign this Agreement before the end of the Review Period. If Employee signs this Agreement before the full 45 days expires, Employee is knowingly and voluntarily waiving the remainder of the 45-day Review Period. Employee also acknowledges that the Cabela's has not asked Employee to sign this Agreement before the 45 days expires and has not made any threat or promise to induce Employee to sign this Agreement before the end of the 45-day Review Period. Employee acknowledges that the Disclosure Statement attached to this Agreement as Exhibit A contains information showing the ages and job titles of all employees working at the Cabela's headquarters in Sidney, Nebraska, with columns identifying the voluntary termination program for which each employee was eligible, whether the employee voluntarily elected to participate, whether any eligible employee accepted a written job offer after announcement of the voluntary programs, and for those who elected to voluntarily participate, whether the employee's election to voluntarily participate was approved or deferred by Cabela's. Employee also confirms and acknowledges that Employee has read and understands this Agreement, and that Employee has signed this Agreement freely and voluntarily with the intent to fully release Cabela's from any and all Claims to the full extent provided for in this Agreement. In deciding to sign this Agreement, Employee is not relying, and has not relied, upon any oral or written representations or statements by Cabela's other than those appearing within this document and, if applicable, Exhibit A referred to in this Section, and the Voluntary Retirement Program and/or Enhanced Severance Opportunity program documents.

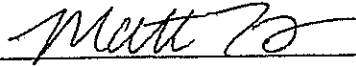
23. Revocation Period. Employee may revoke this Agreement at any time within seven (7) calendar days after signing ("Revocation Period"). To revoke this Agreement, Employee must give written notice to Cabela's stating that Employee wishes to revoke the Agreement. The written notice must be hand-delivered, or mailed via first class mail, to Bradley C. Lundeen, Senior Corporate Attorney, Two Cabela Drive, Sidney, Nebraska 69160, no later than midnight on the seventh (7th) calendar day of the Revocation Period. If this deadline falls on a Saturday, Sunday or legal holiday, the deadline shall be extended to the following business day. If not revoked, this Agreement shall become effective and enforceable on the eighth (8th) calendar day following the date Employee signs this Agreement (the "Effective Date").

IN WITNESS WHEREOF, Employee and Cabela's have signed and dated this Confidential Severance Agreement and General Release.

EMPLOYEE

CABELA'S LLC





MATTHEW D. HIGHBY

ee# 4914

Sarah A. Kaiser

Vice President of Human Resources

Dated: 4-19-18

Dated: April 6, 2018

EXHIBIT 5

CONFIDENTIAL SEVERANCE AGREEMENT AND GENERAL RELEASE

This Confidential Severance Agreement and General Release ("Agreement") is between MOLLY M. HIGHBY ("Employee") and Cabela's LLC ("Cabela's").

Employee and Cabela's, in consideration of the terms of this Agreement, the mutual promises made in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

1. Termination. Employee agrees that Employee voluntarily elected to end employment with Cabela's. Employee's last day of employment is March 8, 2018 (the "Termination Date"). Except as specifically provided otherwise in this Agreement, all compensation and benefits end on the Termination Date.
2. Final Paycheck. Regardless whether Employee signs or revokes this Agreement, Employee's Final Paycheck will include all earnings through March 8, 2018, less applicable tax withholding and other authorized deductions, and will be paid on or about the next regularly scheduled payroll date.
3. Vacation. Employee agrees that Employee was an exempt employee and that pursuant to Cabela's vacation policy for exempt employees, Employee has no accrued vacation hours and is not entitled to payment of any unused vacation.
4. Benefits. Regardless whether Employee signs or revokes this Agreement, any existing Employee health and dental insurance will continue from the Termination Date through March 31, 2018. Further, regardless whether Employee signs or revokes this Agreement, Employee has the right to continue any existing group health and dental insurance coverage after the Termination Date to the extent provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. Cabela's COBRA administrator will mail Employee information concerning Employee's COBRA rights and obligations.

5. Cabela's 401(k) Savings Plan. Regardless whether Employee signs or revokes this Agreement, if at any time prior to the Termination Date, Employee was a participant in Cabela's 401(k) Savings Plan ("Savings Plan"), Employee's vested account balance will be available for distribution after the Termination Date as allowed under the terms of the Savings Plan, or as otherwise allowed by law.

6. Severance. In return for signing this Agreement, not revoking it, and observing its terms, Cabela's shall pay Severance to Employee as follows:

- a. **Severance Compensation.** Cabela's shall pay Employee the gross amount of \$85,444.42, less applicable supplemental tax withholding and any other authorized deductions. This gross amount represents a total of 26 weeks of Employee's base salary. The Severance Compensation will be paid in bi-weekly payments that will begin with the first regular payroll that is processed following the Effective Date of this Agreement (as defined in Section 23 of this Agreement entitled "Revocation Period"). In the event that Cabela's rehires Employee in any capacity, and Employee is still receiving bi-weekly payments of Severance Compensation, all bi-weekly payments shall cease effective on the date of rehire;
- b. **Johnny's Pledge.** Cabela's shall pay Employee the gross amount of \$20,000.00, less applicable supplemental tax withholding and any other authorized deductions. Johnny's Pledge will be paid in a lump sum payment on the first regular payroll date that is processed following the Effective Date of this Agreement (as defined in Section 23 of this Agreement entitled "Revocation Period");
- c. **Job Placement Assistance.** Cabela's shall provide job placement assistance to Employee through a program entitled, "Your Next Step." The

details of this program are contained in a document sent to you in the email with this Agreement;

- d. **Health and Dental Insurance.** Cabela's shall continue any existing health and dental insurance coverage through March 31, 2018. If Employee timely completes an election for COBRA continuation coverage, Cabela's shall continue to pay Cabela's share of the COBRA insurance premium through the Severance Compensation period. Employee shall pay the Employee share of the COBRA insurance premium through the Severance Compensation period. If Employee chooses to continue COBRA insurance after the expiration of the Severance Compensation period, Employee shall be responsible for payment of the full amount of the COBRA insurance premium;
- e. **Tuition and Relocation Reimbursement.** Employee is relieved of any tuition and relocation reimbursement obligations to Cabela's;
- f. **Discount.** Employee shall be entitled to an employee discount card, subject to terms of Cabela's employee discount policy in the Outfitter Handbook, for a period of ten (10) years from the Effective Date of this Agreement. In the event Cabela's, in its sole discretion, determines that Employee has made any improper use of the discount or violates any other term of this Agreement, including the confidentiality provisions, Cabela's reserves the right to revoke further use of the discount; and
- g. **Bonus.** Employee shall be eligible to receive any 2017 Bonus determined using Employee's bonus compensation terms established by Cabela's for 2017. Cabela's waives the requirement that Employee be employed at the time any Bonus is paid. Any Bonus determined shall be paid to Employee, less applicable supplemental tax withholding and any other authorized

deductions, in accordance with Cabela's regular Bonus practices and policies.

Employee understands and agrees that Employee is not entitled to receive any of the above Severance unless Employee signs this Agreement, does not revoke this Agreement, and fulfills Employee's promises in this Agreement.

7. Non-disparagement. Except as stated below in Section 11, Employee agrees to not make disparaging, critical, or otherwise detrimental comments to any person or entity concerning:

- a. Cabela's, its officers, directors, or employees;
- b. Cabela's products, services, or programs; and
- c. Cabela's business affairs or financial condition.

8. Confidential Business Information.

- a. Employee acknowledges that employment with Cabela's necessarily involved exposure to, familiarity with, and opportunity to learn highly sensitive, confidential, and proprietary information of Cabela's, which may have included, without limitation, information concerning Cabela's products and services, business methods, business plans, trade secrets, marketing and sales plans, programs and promotions, vendors and suppliers, mergers and acquisitions, customers and clientele, prices, financial and accounting data, technical data, personnel and compensation, research and development of new or improved products and services, and general know-how regarding the business of Cabela's and its products and services (collectively the "Confidential Information"). Employee agrees that Confidential Information was entrusted to Employee solely for use in

Employee's capacity as an employee of Cabela's. Employee will forever treat all matters relating to Cabela's' business as Confidential Information, and Employee agrees not to use, give, or divulge such Confidential Information to any third party, except as permitted below in Section 11.

- b. **Defend Trade Secrets Act Notice.** Employee acknowledges receiving the following notice: That under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by the employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order

9. Return of Property. Except as stated below in Section 11: (a) Employee agrees that Employee will return to Cabela's all Cabela's property of every kind, including but not limited to, all computers, laptops, mobile phones, manuals, books, keys, access cards, credit cards, calling cards, records, computer passwords, personnel lists, customer lists, and all other lists and other written or printed materials that contain any Confidential Information, whether furnished by Cabela's or prepared by Employee; and (b) Employee agrees that Employee will neither make nor retain any copies of such materials after the Termination Date.

10. General Release. In exchange for the benefits provided by this Agreement, Employee, for Employee personally and Employee's heirs, executors, administrators, successors and assigns, knowingly and voluntarily releases and forever discharges Cabela's, its affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former

employees, attorneys, officers, directors, shareholders, and agents, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively, the "Released Parties") from any and all claims, damages (including attorney fees), demands, actions, or causes of actions of any kind or nature, whether known or unknown, that may be waived by private agreement, that Employee has, or may have, up to and including the date Employee signs this Agreement, arising out of Employee's employment with Cabela's and the termination of Employee's employment with Cabela's (collectively the "Claims") including, without limitation, any Claims under any agreement between the parties, and any Claims under any federal, state, or local statutory or common laws (whether under contract or tort, or in equity), including, without limitation:

- a. The Age Discrimination in Employment Act;
- b. Older Workers Benefit Protection Act;
- c. Title VII of the Civil Rights Act of 1964;
- d. Sections 1981 through 1988 of Title 42 of the United States Code;
- e. The Americans with Disabilities Act of 1990;
- f. Fair Labor Standards Act;
- g. The Family and Medical Leave Act;
- h. The Employee Retirement Income Security Act of 1974 ("ERISA")(except for any vested benefits under any qualified benefit plan);
- i. The Immigration Reform and Control Act;

- j. The Worker Adjustment and Retraining Notification Act;
- k. The Fair Credit Reporting Act;
- l. The Equal Pay Act; and
- m. The Genetic Information Non-Discrimination Act.

Employee waives any right or ability to be a part of any class, collective action, or to otherwise participate as a party in any putative or certified class, collective or multi-party action or proceeding in which Cabela's is a party, that is based on any Claim covered by this General Release. Both parties also waive any right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement, Employee's employment with the Company, or the termination of employment with Cabela's.

Employee is not waiving, and this General Release does not cover, any claims or rights by Employee (i) that may arise after the date that Employee signs this Agreement; (ii) for the Severance Compensation consideration or breach of this Agreement; (iii) for reimbursement of business expenses incurred on behalf of Cabela's under Cabela's expense reimbursement policies; (iv) for vested rights under any ERISA employee benefit plans applicable to Employee on the date Employee signs this General Release; (v) any claims that controlling law clearly states may not be released by private agreement, including but not limited to claims for Worker's Compensation benefits for job-related illness or injury or for unemployment insurance; and (vi) to challenge the validity of the release of claims under the Older Workers Benefit Protection Act (OWBPA).

11. No Interference with Rights. Employee understands that nothing in this Agreement, including but not limited to the Non-disparagement provisions of Section 7, the Confidentiality provisions of Sections 8 and 15, the Return of Property provisions of Section 9, or the General Release in Section 10, shall prohibit Employee from filing a charge or complaint with, and/or voluntarily participating in any investigation or proceeding conducted by, the National Labor Relations Board, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Occupational Health and Safety Administration, and/or any other federal, state or local government agency charged with the enforcement of any laws. Further, the Parties agree that nothing in this Agreement shall be construed to interfere with (i) the ability of any federal, state or local government agency to investigate any such charge or complaint, (ii) Employee's ability to communicate voluntarily with, including providing documents or other information to, any such agency, and/or (iii) Employee's ability to provide truthful testimony in any court, administrative agency and/or arbitration proceeding. However, Employee understands that by signing this Agreement, Employee is waiving Employee's right to receive individual relief (including without limitation back pay, front pay, reinstatement or other legal or equitable relief) based on claims asserted in any such charge or complaint, except where such a waiver is prohibited and except for any right Employee may have to receive a payment from a government agency (and not the Company) for information provided to the government agency. Nothing in this Agreement, including the sections listed above, shall be interpreted or enforced in a manner that would interfere with Employee's rights under the National Labor Relations Act, if any, to discuss or comment on Employee's terms and conditions of Employment or engage in other protected concerted activities.

12. Agreement Not an Admission. Employee expressly acknowledges that this Agreement is not an admission by Cabela's or any of the other Released Parties of any violation of any law, regulation, ordinance, or administrative procedure, liability for which is expressly denied by Cabela's.

13. Right and Authority. Employee represents and warrants that Employee has the sole right and exclusive authority to execute this Agreement, and that Employee has not sold, assigned, transferred, conveyed, or otherwise previously disposed of any claim or demand relating to any matter covered by this Agreement.

14. Acknowledgments and Affirmations. Employee acknowledges and affirms that:

- a. Employee has not initiated or filed any administrative or legal proceeding against Cabela's; but that if Employee has done so, Employee's Claims are fully satisfied by the Severance Compensation set forth in this Agreement and, to the extent permitted by law, Employee waives any right to further individual relief;
- b. Employee has been paid or has received all final compensation and all other compensation, wages, bonuses, commissions, and benefits to which Employee may be entitled, except as set forth above in Section 2;
- c. Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws;
- d. Cabela's and Employee both acknowledge that this Agreement does not limit Employee's right, where applicable, to file a charge with or voluntarily participate in an investigative proceeding of any federal, state, or local governmental agency, including but not limited to the EEOC. To the extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.
- e. Employee has no unreported workplace injuries or occupational diseases; and
- f. Employee has not been retaliated against for reporting any allegations of wrongdoing by Cabela's or its officers, including any allegations of corporate fraud.

15. Confidentiality of Agreement. Employee agrees to keep confidential both the fact of and the terms of this Agreement, and will not disclose, display, discuss, or make public in any way the terms of or existence of this Agreement with anyone, except as may be required to Employee's spouse, attorney, certified public accountant or tax preparer, or where compelled by law, or as provided in Section 11, or to enforce the terms of this Agreement..

16. Assignment. This Agreement and the rights, interests, and obligations of Cabela's and the Released Parties under this Agreement shall be assignable to and shall inure to the benefit of any person, corporation, partnership, or entity that succeeds to all or substantially all of the business or assets of Cabela's or any of the Released Parties. This Agreement is not assignable by Employee.

17. Complete Agreement. This Agreement is a complete agreement between the parties and supersedes all prior discussions, negotiations, and agreements with regard to the subject matter herein, whether oral or written. However, Employee agrees that this Agreement shall not in any way affect, modify, or nullify any agreement(s) Employee may have entered into with Cabela's that obligate Employee to protect Cabela's confidential information and/or to refrain from soliciting Cabela's employees or customers after Employee's employment is terminated, and/or to assign intellectual property to Cabela's, and that any such obligations contained in those agreement(s) remain in full force and effect to the extent permitted by law. This Agreement shall not be modified except by mutual agreement, in writing and signed by both parties. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees, permissible assigns, personal representatives, and legal representatives.

18. Severability. Employee and Cabela's intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Cabela's further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court, such provision shall be deemed separate and severable and the

unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of this Agreement.

19. Enforcement, Damages and Injunctive Relief. If Employee violates any of the terms of this Agreement, all Cabela's obligations to Employee regarding Severance Compensation in excess of the amount of One Hundred Dollars (\$100.00) shall cease. In addition to the recovery of any additional damages and any other legal relief to which Cabela's may be entitled in the event of Employee's violation of this Agreement, Cabela's shall also be entitled to equitable relief, including such injunctive relief as may be necessary to specifically enforce other provisions of this Agreement. The parties further agree that Cabela's shall be entitled to recover its costs, expenses, and attorneys' fees from Employee if Cabela's finds it necessary to seek equitable relief or damages. This Section does not apply to claims that Employee may have under the Older Workers Benefit Protection Act ("OWBPA") and the Age Discrimination in Employment Act of 1967 ("ADEA") as such claims are covered by the next paragraph. This Section also does not apply to the Employee's exercise of the rights the Employee retains as described in this Agreement, including those in Section 11.

Although Employee is releasing claims that Employee may have under the OWBPA and the ADEA, Employee understands that the release does not extend to or prevent Employee from challenging the knowing and voluntary nature of Employee's release of claims under the OWBPA and the ADEA. Employee understands, however, that if Employee successfully pursues a claim against Cabela's under the OWBPA and/or the ADEA on that basis, Cabela's may be entitled to restitution, recoupment, or set off (that is, a "reduction") against a monetary award obtained by Employee up to the total amount of Severance Compensation that Employee received under this Agreement. Any such reduction can never exceed the Severance Compensation Employee received as consideration for signing this Agreement.

20. Applicable Law. As a limited liability company organized under the laws of the State of Delaware, Cabela's has an interest in having Delaware law applied to contracts with its employees, as well as disputes with them. Applying Delaware law in this fashion affords the parties predictability as to the law to be applied, as well as uniformity across Cabela's workforce.

Consequently, this Agreement shall be considered executed and performable in Delaware and shall be governed by the laws of the State of Delaware, without regard for the conflicts of laws rules of Delaware or any other state.

21. Cabela's Recommends Consultation with Attorney. Employee is hereby cautioned and advised to consult with an attorney prior to signing this Agreement. Employee shall be responsible for any attorney's fees incurred in consulting with any attorney regarding this Agreement.

22. Review Period. Employee confirms and acknowledges that Employee has forty-five (45) calendar days to consider and review this Agreement and the attached Disclosure Statement before signing (the "Review Period"). Employee may sign this Agreement before the end of the Review Period. If Employee signs this Agreement before the full 45 days expires, Employee is knowingly and voluntarily waiving the remainder of the 45-day Review Period. Employee also acknowledges that the Cabela's has not asked Employee to sign this Agreement before the 45 days expires and has not made any threat or promise to induce Employee to sign this Agreement before the end of the 45-day Review Period. Employee acknowledges that the Disclosure Statement attached to this Agreement as Exhibit A contains information showing the ages and job titles of all employees working at the Cabela's headquarters in Sidney, Nebraska, with columns identifying the voluntary termination program for which each employee was eligible, whether the employee voluntarily elected to participate, and for those who elected to voluntarily participate, whether the employee's election to voluntarily participate was approved or deferred by Cabela's. Employee also confirms and acknowledges that Employee has read and understands this Agreement, and that Employee has signed this Agreement freely and voluntarily with the intent to fully release Cabela's from any and all Claims to the full extent provided for in this Agreement. In deciding to sign this Agreement, Employee is not relying, and has not relied, upon any oral or written representations or statements by Cabela's other than those appearing within this document and, if applicable, Exhibit A referred to in this Section, and the Voluntary Retirement Program and/or Enhanced Severance Opportunity program documents.

23. Revocation Period. Employee may revoke this Agreement at any time within seven (7) calendar days after signing ("Revocation Period"). To revoke this Agreement, Employee must give written notice to Cabela's stating that Employee wishes to revoke the Agreement. The written notice must be hand-delivered, or mailed via first class mail, to Bradley C. Lundeen, Senior Corporate Attorney, Two Cabela Drive, Sidney, Nebraska 69160, no later than midnight on the seventh (7th) calendar day of the Revocation Period. If this deadline falls on a Saturday, Sunday or legal holiday, the deadline shall be extended to the following business day. If not revoked, this Agreement shall become effective and enforceable on the eighth (8th) calendar day following the date Employee signs this Agreement (the "Effective Date").

IN WITNESS WHEREOF, Employee and Cabela's have signed and dated this Confidential Severance Agreement and General Release.

EMPLOYEE

CABELA'S LLC



MOLLY M. HIGHBY



Sarah A. Kaiser

Vice President of Human Resources

Dated: 3-8-18

Dated: March 8, 2018

EFiled: Jul 31 2018 08:42PM EDT
Transaction ID 62291585
Case No. 2018-0572-



VERIFICATION

STATE OF MISSOURI }
COUNTY OF GREENE } ss:

I, James A. Hagale, being duly sworn according to law, depose and say as follows:

1. I am the President of Cabela's LLC ("Cabela's"). I am authorized to make this verification on behalf of Cabela's, the plaintiff in this matter.
2. I have reviewed the Verified Complaint in this action ("Complaint").
3. To the extent the allegations of the Complaint concern the actions of Cabela's, I know those allegations to be true and correct.
4. To the extent the allegations of the Complaint concern the actions of parties other than Cabela's, I believe those allegations to be true and correct.


James A. Hagale

SWORN TO AND SUBSCRIBED before me this 30th day of July 2018.

Marsha E. Green
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires: Dec. 12, 2019
Commission # 11461644


Notary Public

SUPPLEMENTAL INFORMATION PURSUANT TO RULE 12.1
OF THE RULES OF THE COURT OF CHANCERY
Case No. 2018-0572-
Transaction ID 62291585



The information contained herein is for the use by the Court for statistical and administrative purposes only. Nothing stated herein shall be deemed an admission by or binding upon any party.

1. Caption of Case: Cabela's LLC v. Matthew L. Highby, Molly Highby, and Highby Outdoors, LLC
2. Date Filed: July 31, 2018
3. Name and address of counsel for plaintiff(s):
David J. Teklits (#3221)
Kevin M. Coen (#4775)
Alexandra M. Cumings (#6146)
Morris, Nichols, Arsht & Tunnell LLP
1201 North Market Street
Wilmington, DE 19801
4. Short statement and nature of claim asserted: Complaint for injunctive relief arising out of breach of contractual non-compete obligations.
5. Substantive field of law involved (check one):

<input type="checkbox"/> Administrative law	<input type="checkbox"/> Labor law	<input type="checkbox"/> Trusts, Wills and Estates
<input checked="" type="checkbox"/> Commercial law	<input type="checkbox"/> Real Property	<input type="checkbox"/> Consent trust petitions
<input type="checkbox"/> Constitutional law	<input type="checkbox"/> 348 Deed Restriction	<input type="checkbox"/> Partition
<input type="checkbox"/> Corporation law	<input type="checkbox"/> Zoning	<input type="checkbox"/> Rapid Arbitration (Rules 96, 97)
<input type="checkbox"/> Trade secrets/trade mark/or other intellectual property		<input type="checkbox"/> Other
6. Related cases, including any Register of Wills matters (this requires copies of all documents in this matter to be filed with the Register of Wills):
N/A
7. Basis of court's jurisdiction (including the citation of any statute(s) conferring jurisdiction):
10 Del. C. § 341.
8. If the complaint seeks preliminary equitable relief, state the specific preliminary relief sought.
Enjoining defendants from violating non-compete, non-solicitation, and confidentiality provisions of the parties' agreements.
9. If the complaint seeks a TRO, summary proceedings, a Preliminary Injunction, or Expedited Proceedings, check here ☒. (If #9 is checked, a Motion to Expedite must accompany the transaction.)
10. If the complaint is one that in the opinion of counsel should not be assigned to a Master in the first instance, check here and attach a statement of good cause. ☒

/s/ Alexandra M. Cumings

Alexandra M. Cumings (#6146)

STATEMENT OF GOOD CAUSE

The undersigned counsel for Plaintiff Cabela's LLC hereby states that, in counsel's opinion, there is good cause why this action should not be assigned to a Master in Chancery in the first instance. Plaintiff seeks injunctive relief to prevent Defendants Matthew L. Highby, Molly Highby, and Highby Outdoors, LLC from further breaching their contractual non-compete obligations and federal and Nebraska state law. Plaintiff respectfully submits that the complexity and scope of the issues presented by the action are most appropriately resolved by the Chancellor or a Vice Chancellor.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Kevin M. Coen

David J. Teklits (#3221)

Kevin M. Coen (# 4775)

Alexandra M. Cumings (#6146)

1201 North Market Street

Wilmington, DE 19801

(302) 351-9341

Attorneys for Plaintiff Cabela's LLC

July 31, 2018

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CABELA'S LLC, a Delaware limited)	
liability company,)	
)	
Plaintiff,)	
)	C.A. No. 2018- 0572-TMR
v.)	
)	
MATTHEW HIGHBY, an individual,)	
MOLLY HIGHBY, an individual, and)	
HIGHBY OUTDOORS, LLC, a Nebraska)	
limited liability company,)	
)	
Defendants.)	

SUMMONS

Please effectuate service pursuant to 10 *Del. C.* § 3104 and the Proprietary Matters Agreements dated as of March 8, 2016 and March 10, 2016, among Cabela's LLC, Matthew Highby, and Molly Highby by FedEx Priority Overnight delivery service to:

Matthew Highby
211 Virginia Lane
Sidney, Nebraska 69162

and

Molly Highby
211 Virginia Lane
Sidney, Nebraska 69162

SERVICE TO BE COMPLETED BY MORRIS, NICHOLS, ARSHT & TUNNELL LLP

David J. Teklits (#3221)
Kevin M. Coen (#4775)
Alexandra M. Cumings (#6146)
MORRIS NICHOLS ARSHT & TUNNELL LLP
1201 N. Market Street
P.O. Box 1347
Wilmington, DE 19899-1347
(302) 658-9200
Attorneys for Plaintiff

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CABELA'S LLC, a Delaware limited
liability company,

Plaintiff,

v.

MATTHEW HIGHBY, an individual,
MOLLY HIGHBY, an individual, and
HIGHBY OUTDOORS, LLC, a Nebraska
limited liability company,

Defendants.

C.A. No. 2018- 0572-TMR

SUMMONS

Please effectuate service pursuant to 10 *Del. C.* § 3104 by FedEx Priority Overnight delivery service to:

Highby Outdoors, LLC
c/o Molly Highby
232 Greenwood Road
Sidney, Nebraska 69162

SERVICE TO BE COMPLETED BY
MORRIS, NICHOLS, ARSHT & TUNNELL LLP

David J. Teklits (#3221)
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Attorneys for Plaintiff

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CABELA'S LLC, a Delaware limited
liability company,

Plaintiff,

v.

MATTHEW HIGHBY, an individual,
MOLLY HIGHBY, an individual, and
HIGHBY OUTDOORS, LLC, a Nebraska
limited liability company,

Defendants.

C.A. No. 2018- 0572-TMR

SUMMONS

Please effectuate service pursuant to 10 *Del. C.* § 3104 and the Proprietary Matters Agreements dated as of March 8, 2016 and March 10, 2016, among Cabela's LLC, Matthew Highby, and Molly Highby by certified U.S. mail, return receipt requested:

1. Matthew Highby
211 Virginia Lane
Sidney, Nebraska 69162

and

2. Molly Highby
211 Virginia Lane
Sidney, Nebraska 69162

SERVICE TO BE COMPLETED BY MORRIS NICHOLS ARSHT & TUNNELL LLP
CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

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Attorneys for Plaintiff

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CABELA'S LLC, a Delaware limited liability company,)	
)	
Plaintiff,)	
)	C.A. No. 2018- 0572-TMR
v.)	
)	
MATTHEW HIGHBY, an individual,)	
MOLLY HIGHBY, an individual,)	
and HIGHBY OUTDOORS, LLC, a)	
Nebraska limited liability company,)	
)	
Defendants.)	

SUMMONS

Please effectuate service pursuant to 10 *Del. C.* § 3104 by certified U.S. mail, return receipt requested:

Highby Outdoors, LLC
c/o Molly Highby
232 Greenwood Road
Sidney, Nebraska 69162

SERVICE TO BE COMPLETED BY MORRIS NICHOLS ASHT & TUNNELL LLP
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