

Shelby County, AL 05/02/2006 State of Alabama

Deed Tax:\$4016.00

This instrument prepared by and after recording should be returned to:
David Barnes, Esq.
Dick's Sporting Goods, Inc.
300 Industry Drive
RIDC Park West
Pittsburgh, PA 15275

MEMORANDUM OF LEASE

Effective Date of Lease: Mullipp, 2006

Name and address of Landlord: **GS II BROOK HIGHLAND LLC**, a Delaware limited liability company, having a mailing address of c/o Developers Diversified Realty Corporation, 3300 Enterprise Parkway, Beachwood, OH 44122, Attention: Executive Vice President.

Name and address of Tenant: **DICK'S SPORTING GOODS, INC.**, a Delaware corporation, having a mailing address of 300 Industry Drive, Pittsburgh PA 15275, Attention: Senior Vice President of Real Estate.

Description of Demised Premises: Approximately 44,000 square feet of leasable floor area (with a minimum frontage of two hundred (200') feet and being a part of Brook Highland Plaza (the "Shopping Center") located in the City of Birmingham, County of Shelby, State of Alabama, and constructed on land described in Exhibit A-1 attached hereto.

Term of Lease: Commencing on the "Rental Commencement Date" of the Lease (as such term is defined in the Lease) and terminating on January 31 following the tenth (10th) anniversary of the Rental Commencement Date, subject, however, to certain provisions allowing Tenant to terminate before the expiration of the above term.

Options to Extend: This Lease grants to Tenant successive options to extend the Lease Term from the date upon which the term of this Lease would otherwise expire for four (4) additional periods of five (5) years each.

Restrictions on Construction: Landlord covenants that no buildings, signs, structures or obstructions (whether temporary or permanent) other than canopies and signs attached to store buildings, lighting equipment and directional and other signs, landscaping and as may be required by Legal Requirements, permitted by the provisions of this Lease may be located in any area of the Shopping Center shown as the "No-Build Areas" on the Lease Plan.

Protected Parking Area: Landlord covenants that no portion of the Parking Areas (defined in Section 1.3 of the Lease) identified on the Lease Plan as the "Protected Parking Areas" may be modified (including any change in the configuration of the parking stalls, driveways, aisles and curbing) without Tenant's consent.

Exclusive: Subject to the rights of all existing tenants and occupants, Landlord warrants and agrees that during the term of this Lease that it has not and will not, nor will any entity under common control with Landlord, lease, rent or occupy or permit any premises in the Shopping Center (other than the Demised Premises) (the "Restricted Property"), or otherwise transfer or allow a possessory interest in the Restricted Property to a tenant, subtenant, assignee, licensee,

concessionaire or other occupant ("Occupant") for the sale, rental and/or distribution, either singly or in any combination of (i) health, fitness and/or exercise equipment; (ii) sporting goods; (iii) sporting equipment; and/or (iv) athletic footwear (collectively, the "Protected Items").

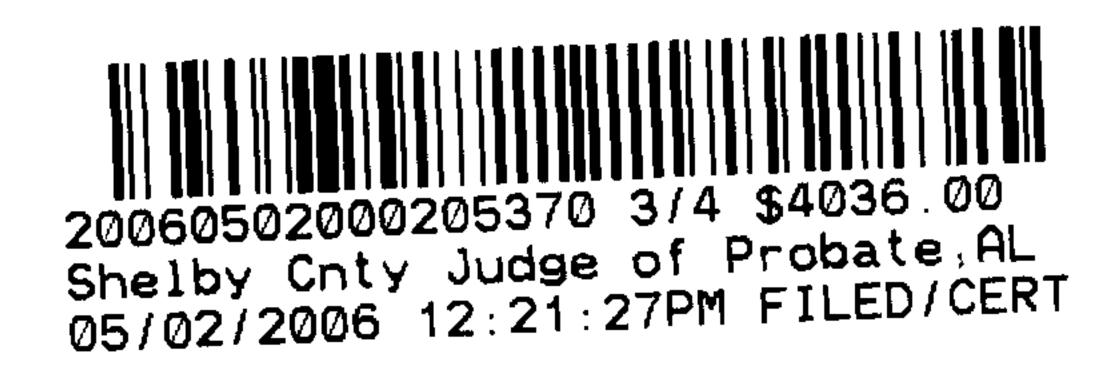
- (b) Notwithstanding the foregoing, any Occupant of the Restricted Property shall be permitted the following:
 - (i) the retail sale and/or distribution of sporting goods and/or sporting equipment in five thousand (5,000) square feet in the aggregate of such Occupant's sales floor area (which shall include an allocable portion of the aisle space adjacent to such sales floor area);
 - (ii) the retail sale and/or distribution of athletic footwear in two thousand (2,000) square feet of such Occupant's sales floor area (which shall include an allocable portion of the aisle space adjacent to such sales floor area); and
 - a traditional department store (e.g. Sears or JC Penney) or any other general merchandiser (such as Target, Kohl's or Wal-Mart) containing in excess of seventy-five thousand (75,000) square feet of LFA shall be permitted to operate in the Restricted Property (collectively "Department Store"); provided, however, no such Department Store shall be permitted to operate with its primary use as a sporting goods store (including but not limited to Occupants such as Gart Sports, Bass Pro, The Sports Authority or similar type sporting goods superstores). Notwithstanding the uses permitted in (i), (ii) and (iii), above, in no event shall any Occupant of the Shopping Center be permitted to use its premises primarily for the retail sale and/or distribution of sporting goods, excluding athletic footwear. For the purposes of this Section 1.5, an Occupant shall be deemed to be operating with its primary use if forty percent (40%) or more of the LFA of such premises (including one half of the aisle space of the sales floor area devoted to the sale of the forgoing items) is used for the retail sale, rental and/or distribution of sporting goods and/or sporting equipment and/or athletic footwear. Further, in the event a Department Store Premises is redemised to contain less than 75,000 square feet of LFA or is sublet or assigned to an Occupant other than a Department Store, such premises will be deemed to be subject to this restriction.

This instrument is intended to be only a memorandum of lease in respect to the Lease, to which Lease reference is made for the full agreement between the Parties. This Memorandum of Lease is not intended to modify any term, provision or condition of the Lease and to the extent of any conflict between this Memorandum and the Lease, the Lease will control.

This Memorandum of Lease is executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Lease (including, without limitation, and in addition to the above provisions

- (i) the restrictions set forth therein on Landlord's ability to lease portions of the Shopping Center which are prohibited by the terms of the Lease,
- (ii) provisions set forth therein regarding Tenant's right to install and maintain signage upon the exterior of the Demised Premises and upon pylon and/or monument sign(s) located at the Shopping Center,
- (iii) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractor to use) the Common Areas, and
- (iv) provisions set forth therein regarding certain areas in the Shopping Center in which no improvements are to be constructed)

and is not intended, and shall not be construed, to define, limit or modify the lease.



In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Demised Premises but also the Shopping Center, and notice is hereby given that reference should be made to the Lease directly with respect to the details of such terms, covenants and conditions. The Lease and exhibits thereto are hereby incorporated by reference in this Memorandum of Lease and the Parties hereby ratify and confirm the Lease as if said Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this instrument and the Lease, the provisions of the Lease shall control.

Executed this 23 day of March, 2006.

WITNESSES:

LANDLORD:

GS II BROOK HIGHLAND LLC

a Delaware limited liability company By Developers Diversified of Alabama, Inc.

Its Managing Member

Name:

Its:

Executive Vice President

WITNESSES:

Name:

Name:

TENANT:

DICK'S SPORTING GOODS, INC., a Delaware corporation

Douglas W. Walrod

Senior Vice President

Real Estate and Development

STATE OF OHIO)	%helby Chty Judge of Flohatc, inc 05/02/2006 12:21:27PM FILED/CERT
COUNTY OF CUYAHOGA)	
and say that he/she resides in OXSCOTIVE VICE PRODUCT of ADAMA L. C., the entity	personally known, who, being by me duly sworn, did depose that he she is the control of the co
My Commission Expires: My County of Residence:	
COMMONWEALTH OF PENNSYLVAN COUNTY OF ALLEGHENY	MA)) SS:)
personally known, who, being by me duly sw Pennsylvania, that he is the Senior Vice Presi Inc., the corporation described in and which of that having been duly authorized to do so, corporation.	2006 before me personally came Douglas W. Walrod, to me worn, did depose and say that he resides in Allegheny County, dent, Real Estate and Development of Dick's Sporting Goods, executed the within instrument, and that acknowledged to me, he executed the same on behalf of and in the name of said
Witness my hand and Notarial Seal this 33 day of Milli, 2006.	
	Notary Public (Printed Name)
My Commission Expires: My County of Residence:	