


Shelby County: AL 03/08/2019
State of Alabama
Deed Tax: \$6264.00


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Shelby Cnty Judge of Probate: AL
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Instrument Prepared By:
Ryan Rivera, Esq.
Hartman, Simons Law Firm
6400 Powers Ferry Rd. NW
Atlanta, GA 30339

Recording Requested By
And When Recorded, Return To:
Dick's Sporting Goods, Inc.
345 Court Street
Coraopolis, Pennsylvania 15108
Attn: Legal Department

STATE OF ALABAMA)
)
SHELBY COUNTY)

MEMORANDUM OF LEASE

Effective Date of Lease: February 1, 2019

Name and address of Landlord: **PERA LEE BRANCH, INC.**, a Colorado corporation, having a mailing address of c/o L&B Realty Advisors, LLP, 5910 North Central Expressway, Suite 1200, Dallas, Texas 75206, Attention: Retail Asset Management.

Name and address of Tenant: **DICK'S SPORTING GOODS, INC.**, a Delaware corporation, having a mailing address of 345 Court Street, Coraopolis, PA 15108, Attention: Senior Vice President of Real Estate.

Description of Demised Premises: Approximately seventy thousand nine hundred eighty-nine (70,989) square feet of leasable floor area (with a minimum frontage of two hundred seventy-eight (278) lineal feet) and being a part of Village at Lee Branch (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 "**Rent Adjustment Date**" (as such term is defined in the Lease), 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 three (3) additional periods of five (5) years each. The options are not automatic.

Restrictions on Construction: Except for any improvements existing on the Effective Date of the Lease, Landlord covenants that no buildings, monument or pylon signs, structures or obstructions (whether temporary or permanent) other than canopies, building appurtenances and signs attached to store buildings, lighting equipment and directional and other signs, permitted by the provisions of this Lease or the OEA, if any, may be located in any area of the Shopping Center identified on the Lease Plan as the "**No-Build Areas**". Tenant acknowledges that the existing Occupant more particularly known as Publix shall have the right to install signage on existing lighting equipment located within the No-Build Areas for the purpose of providing notice of Publix's rights to prohibit or limit solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations or any similar

activity, and that the installation of such signage on the existing lighting equipment shall not be a violation of Section 1.2(a) of the Lease.

Landlord covenants that: (i) 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 or curbing, any change in the location or reduction in the number of expectant mother parking spaces required by Section 3.1(c)(ii) of the Lease, and any change in the location or reduction in the number of "buy online pick-up in store" spaces required by Section 3.1(c)(iii) of the Lease) without Tenant's consent; and (ii) the Parking Areas will always contain the handicap accessible parking spaces required by Section 3.1(c)(iii) of the Lease.

Restrictions on Use of Shopping Center: Landlord agrees that, during the term of the Lease and as long as any retail sales activity shall be conducted at least forty-five thousand (45,000) square feet of the LFA within the Demised Premises excluding interruptions (a) not exceeding one hundred eighty (180) consecutive days, or (b) due to alterations, restoration, casualty, taking and/or a Force Majeure Event (as hereinafter defined), which shall be deemed to be the conduct of retail sales activity for purposes of this Section, the Shopping Center shall not be used for any of the following "**Restricted Use(s)**" (subject to the rights of existing Occupants under the existing leases set forth in Exhibit M of the Lease as of the date hereof, provided Landlord shall not modify any such existing lease to permit any such Occupant to use its premises for any Restricted Use(s)):

- (i) for any purpose that is inconsistent with a first-class shopping center;
- (ii) for any purpose that is not permitted under the Title Matters, specifically including the OEA, or the matters set forth in Exhibit I to the Lease;
- (iii) for any non-retail purposes (repairs, alterations, storage and offices incidental to Occupants' own retail operations, and banks, shall be deemed retail); provided, however, that Retail Offices (as hereinafter defined) shall be permitted so long as such Retail Offices do not exceed, in the aggregate, twenty thousand (20,000) square feet of LFA in the Shopping Center. As used herein, the term "**Retail Offices**" shall mean first-class real estate broker offices, offices of financial or investment advisors, consultants, brokerages, and retail medical, dental and optical offices;
- (iv) for any entertainment purposes such as a bowling alley, skating rink, bar, night club, discotheque, amusement gallery, cinema, poolroom, health club (except that health clubs located no closer to the Demised Premises than those certain premises identified as "Suite 220-100" on the Lease Plan shall be permitted, provided that health clubs do not exceed, in the aggregate, forty thousand [40,000] square feet of LFA in the Shopping Center), massage parlor (provided that a first-class facility offering therapeutic massages, such as Massage Envy and Massage Heights, as such massage facilities typically operate as of the date of this Lease, shall be permitted), sporting event, sports or game facility or off-track betting club;
- (v) for any establishment which sells or displays pornographic materials;
- (vi) for any establishment which sells or displays used merchandise or second hand goods; provided, however, one (1) first-class consignment store, such as Plato's Closet (as typically operated as of the date of this Lease), shall be permitted so long as any such establishment does not exceed five thousand (5,000) square feet of LFA (but specifically excluding operators such as Goodwill, which shall not be permitted pursuant to the terms hereof); or
- (vii) for a restaurant or establishment selling food prepared on premises for consumption on or off premises located within two hundred (200) lineal feet of the Demised Premises; provided, however, that existing Occupants operating as a restaurant within such two hundred (200) foot radius on the Effective Date of the Lease may be replaced, in place, by like-kind restaurants typically found in first-class regional shopping centers ("**Like-Kind Restaurants**") so long as (y) such Like-Kind Restaurant's format of such premises is substantially similar to the existing Occupant it is replacing (e.g., any such Like-Kind Replacement for the existing Moe's Southwest Grill located within Suite 270-100 shall be another quick-service format, such as, by way of example only, Panera Bread,

Chipotle or Zoe's Kitchen, as such quick-service restaurants typically operate as of the date of this Lease), and (z) the premises of any Like-Kind Restaurant shall not exceed the size of the space previously occupied by the applicable existing Occupant it is replacing

Exclusive: Landlord warrants and agrees that, during the term of the Lease, it will not, nor will any entity under common control with Landlord, enter into any lease, license agreement or other similar agreement nor permit any premises in the Shopping Center (other than the Demised Premises) or any land adjacent to or contiguous (but for roadways or access ways) to the Shopping Center or within a two (2) mile radius of the Shopping Center which is owned or otherwise controlled by Landlord or a parent, subsidiary or affiliate of Landlord (collectively, the "**Restricted Property**"), or otherwise transfer or allow a possessory interest in the Restricted Property to an Occupant to be used for any of the following "**Precluded Use Activity(ies)**":

(A) the sale, rental and/or distribution, either singly or in any combination of:
(i) health, fitness and/or exercise equipment; (ii) sporting goods and sporting equipment (including, but not limited to, golf equipment and accessories); (iii) hunting, camping and fishing equipment and accessories; (iv) athletic footwear; (v) local, collegiate and/or professional licensed sports apparel, sportswear, gifts, memorabilia and/or accessories; (vi) golf lessons and training; (vii) golf apparel; and/or (viii) golf footwear (collectively, the "**Protected Item(s)**"); and/or

(B) the operation of a store whose primary use is the sale of athletic, fitness, work-out and/or yoga apparel, such as, without limitation, Lululemon, Athleta and Lucy.

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,

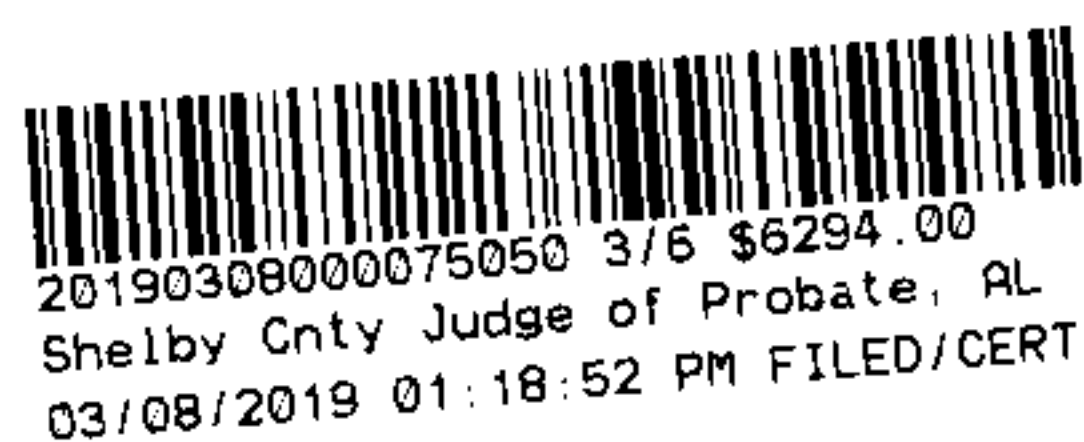
(iii) provisions set forth therein regarding Tenant's right to use (and to permit Tenant's customers, employees, agents and contractor to use) the Common Areas, and

(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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



Executed this 1st day of February, 2019.

WITNESSES:

LANDLORD:

PERA LEE BRANCH, INC.,
a Colorado corporation

Peter Abarrow
Name: Peter Abarrow

By: Terry A. Wilson
Name: Terry A. Wilson
Title: Vice President

Dominic Romano
Name: Dominic Romano

WITNESSES:

TENANT:

DICK'S SPORTING GOODS, INC.
a Delaware corporation

Rebecca W. Hurler
Name: Rebecca W. Hurler
Debra C. Hurler
Name: Debra C. Hurler

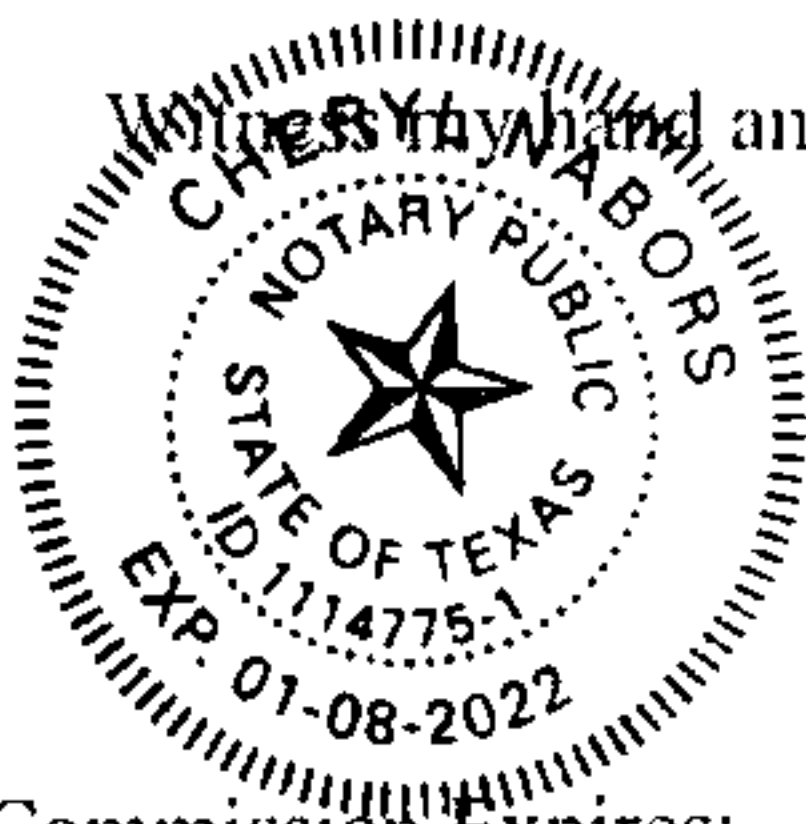
By: Julia Butsky
Name: Julia Butsky
Title: VP & CFO

me

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STATE OF Texas)
) SS:
COUNTY OF Dallas)

On this 5 day of February, 2019, before me personally came Terry A. Wilson to me personally known, who, being by me duly sworn, did depose and say that (s)he resides in Dallas, Texas, that (s)he is Vice President of Peralta Branch the Corporation described in and that executed the within instrument, and (s)he acknowledged to me that having been duly authorized to do so, (s)he executed the same on behalf of and in the name of said Corporation.

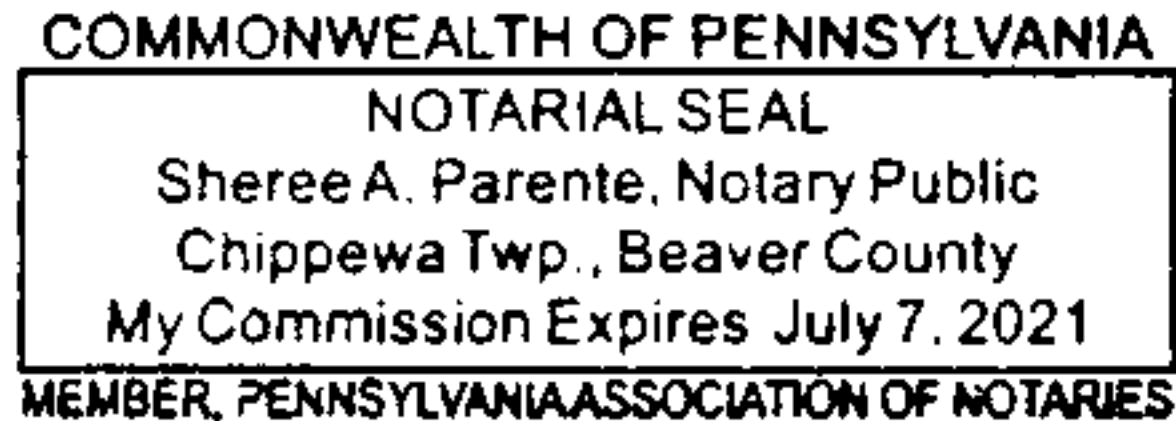


Witness my hand and Notarial Seal this 5 day of February, 2019.
Cheryl Nabors
Notary Public
Cheryl Nabors
(Printed Name)

My Commission Expires: _____
My County of Residence: _____

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 1 day of February, 2019, before me personally came Lee J Belitsky to me personally known, who, being by me duly sworn, did depose and say that he resides in Allegheny County, Pennsylvania, that he is the VP & CEO of Dick's Sporting Goods, Inc., the corporation described in and that executed the within instrument, and that he acknowledged to me that having been duly authorized to do so, he executed the same on behalf of and in the name of said corporation.

Witness my hand and Notarial Seal this 1 day of February, 2019.

Sheree A Parente
Notary Public
Sheree A Parente
(Printed Name)

My Commission Expires: 7/7/21
My County of Residence: Beaver



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EXHIBIT A-1

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL I:

Lot 1C - 2, according to the resurvey of Lot 1C of a resubdivision of The Village at Lee Branch, as recorded in Map Book 39, Pages 85 A & B, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 1C - 1, according to the resurvey of Lot 1C of a resubdivision of The Village at Lee Branch, as recorded in Map Book 39, Pages 85A & B in the Probate Office of Shelby County, Alabama.

