

THIS PAYMENT-IN-LIEU-OF-TAX AGREEMENT (the "Agreement"), dated as of November 1, 2016, by and between DICK'S MERCHANDISING & SUPPLY CHAIN, INC., a corporation duly organized and validly existing under the laws of the State of Ohio, with an address for the transaction of business located at 345 Court Street, Coraopolis, Pennsylvania 15108 (the "Company") and the BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public-benefit corporation duly organized and validly existing under the laws of the State of New York with an office for the transaction of business located at 60 Hawley Street, P.O. Box 1510, Binghamton, New York 13902 (the "Agency"), (collectively, the "Parties.")

WITNESSETH:

WHEREAS, Title 1 of Article 18-A, as amended, of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York (the "State"); and

WHEREAS, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, including industrial pollution control facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease any or all of its facilities on such terms and conditions as it deems advisable, to issue its bonds for the purpose of carrying out any of its corporate purposes; and, as security for the payment of the principal and redemption price of, and interest on, any such bonds so issued and any agreements made in connection therewith, to pledge the revenues and receipts from its facilities or from the lease

thereof; and

WHEREAS, pursuant to and in accordance with the provisions of the Enabling Act, Chapter 564 of the Laws of 1970 of the State (collectively, the "Act") created the Broome County Industrial Development Agency (the "Agency"), which is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

WHEREAS, BROOME COUNTY INDUSTRIAL DEVELOPMENT AGENCY (the "Agency") was created as a public benefit corporation pursuant to and for the purposes specified in Title 1 of Article 18-A of the General Municipal Law; and

WHEREAS, the Company has agreed to a lease/leaseback transaction, on the real property more particularly described on Exhibit "A" attached hereto, to facilitate the acquisition by lease, construction, and equipping of a distribution facility, adjacent parking lots, associated utilities, an access road, and storm water management systems located on the Broome Corporate Parkway in the Town of Conklin, Broome County, New York (the "Project"), and to lease the Project from the Agency; and

WHEREAS, the Agency will lease the Project to the Company for a term not to exceed thirty (30) years; and

WHEREAS, the Agency is exempt from the payment of taxes and assessments imposed upon real property, and as a further condition related to the acquisition, renovation and equipping of the Project, the Company has agreed that, notwithstanding such exemption, the Company will nevertheless make payments to the Town of Conklin (the "Town"), the Susquehanna Valley Central School District (the "School District") and the County of Broome (the "County") while occupying the Project in lieu of general tax levies.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

1. Pursuant to Section 874 of the General Municipal Law and Section 412-a of the Real Property Tax Law, the Parties hereto understand that, upon acquisition of the Project by the Agency and the filing of an Equalization and Assessment Form RP-412-a (the "Exemption

Form”) with respect to the Project, and for so long thereafter as the Agency shall lease the Project, the Project shall be assessed by the various taxing entities having jurisdiction over the Project, including, without limitation, the Town, the School District and the County as exempt on their respective assessment rolls prepared subsequent to the acquisition by the Agency by lease to the Project and the filing of the Exemption Form. The Parties hereto understand that the Project shall not be entitled to such exempt status on any tax roll until the first tax year following the tax status date subsequent to the date upon which the Agency became a lessee of the Project and an Exemption Form is filed. The Company shall be required to pay all taxes and assessments lawfully levied and/or assessed against the Project, including taxes and assessments levied for the current tax year and all subsequent years until the Project is entitled to exempt status on the tax roll. The Agency will cooperate with the Company to obtain and preserve the tax exempt status of the Project, including the preparation and filing of the Exemption Form.

2. During the period the Project is leased by the Agency, pursuant to a lease agreement with the Company, the Company agrees to pay to the Town, the County and the School District the following percentages of taxes that would otherwise be levied on said property if the same was subject to real property taxation:

<u>PILOT Year</u>	<u>Percentage of Tax Due</u>
Years 1-3	0%
Years 4-10	10%
Years 11-15	25%
Year 16 – 25	50%
Year 26 – 30	75%

Commencing with the thirty-first (31st) year, and until such time as the Project is removed from the tax-exempt portion of the tax rolls, the Company shall pay the actual taxes of the Project that would have been imposed but for the Agency’s tax exempt status.

3. During the term of this Agreement, the Company retains the right to contest the assessment(s) on the Project. If the assessment of all or a portion of the Project is reduced as a result of any such proceedings so that the Company would be entitled to receive a refund or

refunds of monies paid to the respective taxing jurisdictions (taking into account, however, the impact of any abatement allowed the Company hereunder), the Company shall be entitled to receive a refund or refunds from the applicable taxing jurisdictions of any payment in lieu of real estate taxes and assessment paid pursuant to this PILOT Agreement in such amount.

4. The Town, the County, and the School District shall separately bill the Company for each in-lieu-of payment due hereunder. For the purposes of this Agreement, the term "Timely Payment" shall be defined as payment made within thirty (30) days after receipt by the Company of a written bill demanding payment.

5. [Intentionally omitted].

6. If any payment referred to in Paragraph 2 is not a Timely Payment, the Company hereby agrees to pay the same to the extent above specified.

7. The Parties hereto understand that the tax exemption extended to the Agency by Section 874 of the General Municipal Law and Section 412-A of the Real Property Tax Law does not entitle the Agency to an exemption from special assessments and special ad valorem levies such as, but without limitation, charges for metered water and sewer rent. The Company hereby agrees to pay all special assessments and special ad valorem levies lawfully levied and/or assessed against the Project which are charged and/or assessed against all similarly situated properties in the Town of Conklin.

8. Pursuant to Section 858 (15) of the General Municipal Law, the Agency agrees to give the Town, the School District and the County a copy of this PILOT Agreement within fifteen (15) days of the execution and delivery hereof, together with a request that a copy thereof be given to the appropriate officer or officers with respect to each taxing jurisdiction responsible for preparing the tax rolls for said jurisdiction, together with a request that said officer or officers submit to the Company and the appropriate receiver of taxes periodic statements specifying the amount and due date or dates of the payments due to each hereunder. Such periodic statements to be submitted to the Company at approximately the times that tax bills are mailed by such jurisdictions.

9. The Company agrees to pay the amounts due hereunder to each particular taxing jurisdiction in any calendar year to the appropriate receiver of taxes so that each such amount is a Timely Payment. The Company shall be entitled to receive receipts for such payments.

10. Pursuant to Section 874(5) of the General Municipal Law, if the Company shall fail to make any payment required by this PILOT Agreement beyond the timeframe required for a Timely Payment, the Company shall pay the same, together with a late-payment penalty equal to two (2%) percent of the amount due. If the Company shall remain in default beyond the first month after such payment is due, the Company shall hereafter pay a late payment penalty of one percent (1%) per month for each month, or part thereof, that the payment due thereunder is delinquent beyond the first month plus interest thereon, to the extent permitted by law, at the greater of (a) one percent (1%) per month, or (b) the rate per annum which would have been payable if such amount were delinquent taxes, until so paid in full.

11. Pursuant to Section 874(6) of the General Municipal Law, if the Company should default in performing any of its obligations, covenants or agreements under this PILOT Agreement beyond any applicable notice and cure period, and the Agency or any taxing jurisdiction should employ attorneys or incur other expense for the collection of any amounts payable hereunder, or for the enforcement or performance or observation of any obligation, covenant or agreement on the part of the Company herein contained, the Company agrees that it will, on demand therefore, pay to the Agency or such taxing jurisdiction, as the case may be, not only the amounts adjudicated due hereunder, together with the late-payment penalty and interest due thereon, but also reasonable fees and disbursements of such attorneys and all other expenses, costs and disbursements actually incurred whether or not an action is commenced.

12. No remedy herein conferred upon or reserved to the Agency or any taxing jurisdiction is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this PILOT Agreement or now and hereafter existing at law or in equity or by statute. No delay or admission in exercising any such right or power accruing upon a default hereunder shall impair

any such right or power or be construed as a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

13. The Agency reserves the right to terminate this Agreement and recapture benefits provided through the abatement of real property taxes in the event one or more of the following events of default (each an “Event of Default”, and collectively, “Events of Default”) occurs and continues beyond any applicable notice or cure periods:

- A. Sale or closure of the Project and departure of the Company from Broome County, unless such sale of the Project and departure of the Company from Broome County is in connection with an assignment of this Agreement approved by the Agency;
- B. Significant employment reductions not reflective of the Company’s normal business cycle and/or local and national economic conditions. (a “Job Creation Default”).

In cases deemed to meet one or more of the above conditions, the following recapture schedule will apply:

<u>Period</u>	<u>Accumulative Amount of Recapture</u>
Within 1 Year	100%
Within 2 Years	75%
Within 3 Years	50%
Within 4 Years	25%
After 4 Years	0%

The time period above is from the effective date of the PILOT Agreement. Imposition of this recapture policy is at the sole discretion of the Agency and will be considered on a case by case basis. Notwithstanding anything to the contrary contained herein, if the Company has made a good faith effort to prevent a Job Creation Default, it may apply in writing for relief from the obligation for repayment of taxes abated, based on a showing of unforeseen economic circumstances, fiscal hardship, or other good cause. Application for relief from the repayment obligation shall be made to the Agency, which shall examine the application and make a determination as it deems appropriate, in its sole but reasonable discretion, regarding the

requested relief within ninety (90) days of its receipt of such application. The Agency shall notify the Company in writing within ninety (90) days of such Job Creation Default of its intent to terminate this PILOT Agreement and/or to recapture the PILOT benefits (or any portion thereof). Notwithstanding the foregoing or anything to the contrary contained herein, the Company shall not be deemed to be in default under this PILOT Agreement, and a Job Creation Default shall not be deemed to have occurred in accordance with this Section unless a Job Creation Default continues for a period of one hundred and eighty (180) days after the Company's receipt of written notice of such Job Creation Default from the Agency (or in the event such Job Creation Default cannot reasonably be cured within 180 days, if the Company fails to commence and diligently pursue a cure within such 180-day period). Also notwithstanding the foregoing or anything to the contrary contained herein, the Company shall not be deemed to be in default under this PILOT Agreement, and a Job Creation Default shall not be deemed to have occurred in accordance with this Section in the event the Job Creation Default is caused by circumstances outside of the Company's control, including but not limited to acts of God; strikes, labor disputes, area-wide labor shortages or material shortages; weather conditions; delays associated with the existence, removal or remediation of any hazardous materials; delay in obtaining any necessary or required planning/zoning approvals and/or building permits, licenses and approvals.

14. The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE AGENCY: Broome County Industrial Development Agency
60 Hawley Street
P.O. Box 1510
Binghamton, New York 13902

Attn: Executive Director

With a Copy to: Joseph B. Meagher, Esq.
Thomas, Collison & Meagher
1201 Monroe Street
P.O. Box 329
Endicott, New York 13761-0329

IF TO THE COMPANY: Dick's Merchandising & Supply Chain, Inc.
c/o Dick's Sporting Goods, Inc.
345 Court Street
Coraopolis, Pennsylvania 15108

Attn: Senior Director of Distribution Strategy & Support

With a Copy to: Dick's Merchandising & Supply Chain, Inc.
c/o Dick's Sporting Goods, Inc.
345 Court Street
Coraopolis, Pennsylvania 15108

Attn: Legal Department

With a Copy to: Ryan P. Rivera, Esq.
Hartman, Simons & Wood, LLP
6400 Powers Ferry Road NW
Suite 400
Atlanta, Georgia 30339

15. The Town, the County, the School District, the Agency and the Company as used herein shall include their successors and assigns. The terms of this Agreement shall inure to the benefit of, and shall be binding upon, any future owners of the Project and the Company's successors and assigns.

16. This Agreement shall remain in effect until termination or expiration of the Leaseback Agreement from the Agency to the Company which, by its terms, expires February 1, 2047.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed the date set opposite their signature.

BROOME COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____

Kevin McLaughlin, Executive Director

DICK'S MERCHANDISING &
SUPPLY CHAIN, INC.

By: _____

George Giacobbe
Executive Vice President

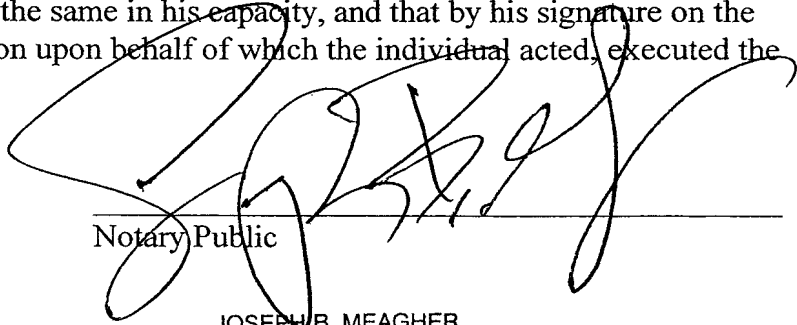
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STATE OF NEW YORK :

: SS.:

COUNTY OF BROOME :

On this 17th day of November, 2016, before me, the undersigned, personally appeared KEVIN McLAUGHLIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

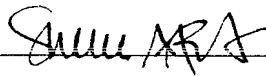
JOSEPH B. MEAGHER
Notary Public, State of New York
Broome County 02ME4974837
Commission Expires Nov. 26, 2016

STATE OF PENNSYLVANIA:

: SS.:

COUNTY OF ALLEGHENY:

On ~~November~~ December 6, 2016, before me, the undersigned, personally appeared GEORGE GIACOBBE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the city/town/village of Allegheny, State of Pennsylvania.
County



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sheree A. Parente, Notary Public
Chippewa Twp., Beaver County
My Commission Expires July 7, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF CONKLIN, COUNTY OF BROOME AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING at a point on the northeasterly highway boundary of Broome Corporate Parkway (Broome Parkway) (Primary Access Road - County Highway No. 322) as conveyed to the County of Broome by Warranty Deed dated August 6, 1987 and filed in the Broome County Clerk's Office in Liber 1635 of Deeds at Page 281; said point standing at the intersection of the northeasterly highway boundary of Broome Corporate Parkway with the northerly boundary of other lands of the Broome County Industrial Agency (Now or Formerly), as described in a Referee's Deed dated April 28, 2004 and filed in the Broome County Clerk's Office in Liber 2070 of Deeds at Page 215;

THENCE northwesterly 72.99 feet along a curve to the left on the northeasterly highway boundary of Broome Corporate Parkway with a radius of 902.52 feet, a delta angle of 04 degrees 38 minutes 01 seconds and a chord bearing and distance of North 41 degrees 31 minutes 04 seconds West 72.97 feet to a point;

THENCE North 43 degrees 50 minutes 05 seconds West 511.97 feet continuing along the northeasterly highway boundary of Broome Corporate Parkway to a point standing on a curve to the right;

THENCE northwesterly 272.33 feet along said aforementioned curve to the right on the northeasterly highway boundary of Broome Corporate Parkway with a radius of 798.83 feet, a delta angle of 19 degrees 31 minutes 59 seconds and a chord bearing and distance of North 34 degrees 04 minutes 06 seconds West 271.02 feet to a point standing on the easterly highway boundary of Broome Corporate Parkway;

THENCE North 24 degrees 18 minutes 06 seconds West 1,212.05 feet along the easterly highway boundary of Broome Corporate Parkway to a point standing on a curve to the right;

THENCE northerly 918.87 feet along said aforementioned curve to the right and still along the easterly highway boundary of Broome Corporate Parkway with a radius of 4,142.00 feet, a delta angle of 12 degrees 42 minutes 38 seconds and a chord bearing and distance of North 17 degrees 56 minutes 47 seconds West 916.99 feet to an iron rod standing on the southerly boundary of Browneshill, Carlow, LLC (Now or Formerly);

THENCE North 85 degrees 40 minutes 08 seconds East 650.45 feet along the southerly boundary of Browneshill, Carlow, LLC to a point standing on the easterly boundary of Browneshill, Carlow, LLC;

THENCE North 27 degrees 28 minutes 20 seconds West 128.74 feet along the easterly boundary of Browneshill, Carlow, LLC to a point;

THENCE North 07 degrees 39 minutes 33 seconds West 122.53 feet continuing along the easterly boundary of Browneshill, Carlow, LLC to a point;

THENCE North 06 degrees 09 minutes 53 seconds East 118.00 feet still along the easterly

boundary of Browneshill, Carlow, LLC to a point standing on the southerly boundary of other lands of the Broome County Industrial Development Agency (Now or Formerly);

THENCE North 84 degrees 37 minutes 02 seconds East 1,259.46 feet along the southerly boundary of other lands of the Broome County Industrial Development Agency and then along the southerly boundary of the lands of The Town of Conklin (Now or Formerly) to an iron rod standing on the westerly boundary of the Delaware and Hudson Railroad (Now or Formerly) (Delaware, Lackawanna & Western Railroad);

THENCE South 13 degrees 13 minutes 47 seconds East 497.62 feet along the westerly boundary of the Delaware and Hudson Railroad to a point standing on the northerly boundary of the lands of The Town of Conklin (Now or Formerly);

THENCE South 87 degrees 03 minutes 33 seconds West 100.00 feet along the northerly boundary of the lands of The Town of Conklin to a point standing on the westerly boundary of the lands of The Town of Conklin;

THENCE South 13 degrees 13 minutes 47 seconds East 100.00 feet along the westerly boundary of the lands of The Town of Conklin to a point standing on the southerly boundary of the lands of The Town of Conklin;

THENCE North 87 degrees 03 minutes 33 seconds East 100.00 feet along the southerly boundary of the lands of The Town of Conklin to a point standing on the westerly boundary of the Delaware and Hudson Railroad;

THENCE South 13 degrees 13 minutes 47 seconds East 1,175.36 feet along the westerly boundary of the Delaware and Hudson Railroad to a point standing on a curve to the left;

THENCE southerly 850.27 feet along said aforementioned curve to the left continuing along the westerly boundary of the Delaware and Hudson Railroad with a radius of 9,582.34 feet, a delta angle of 05 degrees 05 minutes 02 seconds and a chord bearing and distance of South 15 degrees 36 minutes 30 seconds East 849.99 feet to a concrete monument standing on the westerly highway boundary of New York State Route #7 (Conklin State Highway No. 421);

THENCE South 09 degrees 36 minutes 41 seconds West 89.63 feet along the westerly highway boundary of New York State Route #7 to a concrete monument standing on the northerly highway boundary of New York State Route #7;

THENCE South 81 degrees 40 minutes 35 seconds West 23.00 feet along the northerly highway boundary of New York State Route #7 to a concrete monument;

THENCE South 61 degrees 30 minutes 15 seconds West 59.09 feet continuing along the northerly highway boundary of New York State Route #7 to a concrete monument standing on the westerly highway boundary of New York State Route #7;

THENCE South 13 degrees 49 minutes 03 seconds West 215.21 feet along the westerly highway boundary of New York State Route #7 to a concrete monument;

THENCE South 05 degrees 30 minutes 32 seconds West 177.77 feet continuing along the westerly highway boundary of New York State Route #7 to a point;

THENCE South 02 degrees 44 minutes 46 seconds West 341.45 feet to a point;

THENCE South 02 degrees 10 minutes 06 seconds East 190.98 feet still along the westerly highway boundary of New York State Route #7 to a point standing on the northerly highway boundary of New York State Route #7;

THENCE South 84 degrees 13 minutes 26 seconds West 38.13 feet along the northerly highway boundary of New York State Route #7 to a concrete monument standing on the westerly highway boundary of New York State Route #7;

THENCE South 06 degrees 09 minutes 43 seconds East 130.26 feet along the westerly highway boundary of New York State Route #7 to an iron rod standing on the northerly boundary of still other lands of the Broome County Industrial Development Agency (Now or Formerly);

THENCE South 85 degrees 49 minutes 21 seconds West 518.11 feet along the northerly boundary of still other lands of the Broome County Industrial Development Agency to a point standing on the easterly boundary of the lands of the Broome County Industrial Development Agency;

THENCE North 06 degrees 59 minutes 34 seconds East 659.46 feet along the easterly boundary of the lands of the Broome County Industrial Development Agency to a point standing on the northerly boundary of the lands of the Broome County Industrial Development Agency;

THENCE North 89 degrees 21 minutes 48 seconds West 436.40 feet along the northerly boundary of the lands of the Broome County Industrial Development Agency to a point;

THENCE South 54 degrees 56 minutes 54 seconds West 90.10 feet continuing along the northerly boundary of the lands of the Broome County Industrial Development Agency to the point and place of beginning.