

**AGREEMENT FOR RECOGNITION OF OPERATING AGREEMENT
AND NONDISTURBANCE AND ATTORNMENT OF GROUND LEASE**

TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP

(DICK'S SPORTING GOODS)

**THIS AGREEMENT FOR RECOGNITION OF OPERATING AGREEMENT AND
NONDISTRURBANCE AND ATTORNMENT OF GROUND LEASE** ("Agreement") is entered into as of this _ day of _____, 2023, by and between **HILLSBOROUGH COUNTY AVIATION AUTHORITY**, a public body corporate existing under the laws of the State of Florida, whose address is 5411 SkyCenter Drive, Suite 500, Tampa, Florida 33607 ("Authority"), **TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership, whose address is 200 East Long Lake Road, Suite 300, Bloomfield Hills, Michigan 48304 ("Lessee"), and **DICK'S SPORTING GOODS, INC.**, a Delaware corporation authorized to do business in the State of Florida, whose address is 345 Court Street, Coraopolis, Pennsylvania 15108 ("DSG").

WITNESSETH:

WHEREAS, the Authority and Lessee entered into a certain Shopping Center Lease dated as of the 10th day of September, 1998, which has been recorded in Official Records Book 09242, at Page 1058 of the Public Records of Hillsborough County, Florida, and as amended by that First Amendment to Shopping Center Lease dated June 1, 2001, recorded in Official Records Book 10958, at Page 1851 of the Public Records of Hillsborough County, Florida, and further amended by that Second Amendment to Shopping Center Lease, dated November 3, 2011, recorded as Instrument Number 2011379021 in Official Records Book 20817, at Page 246 of the Public Records of Hillsborough County, Florida (collectively, the "Ground Lease"), with regard to certain property located in the City of Tampa and County of Hillsborough, Florida, which property so leased is more particularly described in said Ground Lease; and

WHEREAS, Lessee concurrently herewith is entering into a lease with DSG for a portion of the property leased by Lessee under and pursuant to the Ground Lease, which portion of the property so leased is more particularly described in said lease, a memorandum of which will be recorded prior to the recordation of this Agreement ("DSG Lease"), and a copy of which is attached as Exhibit A hereto and made a part hereof; and

WHEREAS, Lessee currently leases another portion of the property leased by Lessee under the Ground Lease to The Higbee Company (“Dillards”) pursuant to a Land Sublease, dated April 20, 2001, as amended (“Dillards Lease”); and

WHEREAS, Lessee currently leases another portion of the property leased by Lessee under the Ground Lease to The Neiman Marcus Group, Inc. (“Neiman Marcus”) pursuant to a Land Sublease dated November 1, 1999, as amended (“Neiman Marcus Lease”); and

WHEREAS, Lessee currently leases another portion of the property leased by Lessee under the Ground Lease to Nordstrom, Inc. (“Nordstrom”) pursuant to a Land Sublease dated November 1, 1999, as amended (“Nordstrom Lease”); and

WHEREAS, Lessee, Dillards, Neiman Marcus and Nordstrom are parties to that certain Construction, Operation and Reciprocal Easement Agreement, dated November 1, 1999, as amended (“Operating Agreement”) in respect of that portion of the property leased by Lessee under and pursuant to the Ground Lease upon which a Retail Center is currently constructed and operated, as is more particularly described in said Operating Agreement, which Operating Agreement is recorded in Official Records Book 09922, Page 1459 of the Public Records of Hillsborough County, Florida; and

WHEREAS, such Operating Agreement sets forth the basis upon which each of Lessee, Dillards, Neiman Marcus, and Nordstrom are to develop their respective adjacent properties and further provides for certain easements, restrictions, licenses, rights and obligations with regard to said parties and their respective properties; and

WHEREAS, DSG requires the execution and delivery of this Agreement as a condition precedent to the execution and delivery by DSG of the DSG Lease, which is subject to the Operating Agreement; and

WHEREAS, the Authority is willing to accede to the request of Lessee and DSG to enter into this Agreement.

NOW, THEREFORE, to induce and in consideration of the execution and delivery by DSG of the DSG Lease and in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION OF OPERATING AGREEMENT

Section 1.1 The Authority hereby agrees that all of its right, title and interest in that portion of the property described in the Ground Lease which is covered by and described in the Operating Agreement shall be subject to the rights, obligations, easements, restrictions and licenses created by the Operating Agreement, as same may be amended, modified, extended or supplemented, with the approval of the Authority, not to be unreasonably withheld. Notwithstanding the foregoing, it is understood and agreed that the Authority shall have no financial or other liability or responsibility with regard to the Operating Agreement.

ARTICLE 2

NONDISTURBANCE AND ATTORNMENT

Section 2.1 The Authority hereby acknowledges that it has been furnished a copy of the DSG Lease as executed by Lessee and DSG, and that the Authority hereby approves of and consents to the DSG Lease as same may from time to time be amended or modified with the approval of the Authority, not to be unreasonably withheld.

Section 2.2 The Authority hereby covenants and agrees that during the entire term of the DSG Lease, DSG's possession and rights under the DSG Lease shall not be abrogated, diminished or otherwise adversely affected in any way by reason of any default under the Ground Lease or by reason of termination, cancellation, surrender or expiration of the Ground Lease. In the event of any such termination, cancellation, surrender or expiration of the Ground Lease, the Authority shall accept the attornment of DSG thereafter and the Authority shall recognize the rights of DSG under the DSG Lease so long as DSG shall not have been finally adjudicated to be in default under the DSG Lease provided that the Authority will not be responsible (a) for any action or inaction of Lessee under the DSG Lease or (b) to cure any default by Lessee under the DSG Lease which occurred or commenced prior to the termination, cancellation, surrender or expiration of the Ground Lease. DSG shall not be named or joined in any action or proceeding by the Authority under the Ground Lease to recover possession from Lessee. On the date of cancellation, surrender, expiration or sooner termination of the Ground Lease, Lessee shall assign to the Authority (and by the execution hereof does assign), effective upon such cancellation, surrender, expiration or termination, all of Lessee's right, title and interest under and pursuant to the DSG Lease.

ARTICLE 3
GENERAL COVENANTS

Section 3.1 The Authority shall furnish simultaneously to DSG a copy of any notice pertinent to the DSG Lease or this Agreement sent to Lessee under the Ground Lease and shall advise DSG in writing upon the expiration or termination of the Ground Lease for any cause. Wherever in this agreement or in the DSG Lease a party hereto shall be required or permitted to serve a notice or demand on any party, such notice or demand shall be given or served as hereinafter provided.

Any notices required by the Agreement shall be sent to:

Authority:	Hillsborough County Aviation Authority Tampa International Airport 5411 SkyCenter Drive, Suite 500 Tampa, Florida 33607 Attention: Chief Executive Officer CC: General Counsel
Lessee:	Tampa Westshore Associates Limited Partnership 200 East Long Lake Road, Suite 300 Bloomfield Hills, Michigan 48304 Attention: General Counsel
DSG:	Dick's Sporting Goods, Inc. 345 Court Street Coraopolis, Pennsylvania 15108 Attn: Legal Department

and such other places as hereafter shall be designated in writing by the respective parties. Such notice shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid.

Section 3.2 The Authority agrees to and does hereby waive and relinquish all rights or remedies against DSG pursuant to any lien, statutory or otherwise, that the Authority may have against the property, goods, or chattels of DSG in or on the premises demised to DSG under the DSG Lease, except as provided Lessee under the DSG Lease.

Section 3.3 There shall be no merger of the DSG Lease nor the leasehold estate created thereby with the fee estate or any other leasehold estate in the premises demised under the DSG

Lease or any part thereof by reason of the fact that the same person may acquire or own or hold directly or indirectly: (i) the DSG Lease or the leasehold estate created thereby and (ii) any other leasehold estate or the fee estate in the property demised under and pursuant to the DSG Lease or any part thereof or any interest therein, unless and until all persons having any interest in any of the foregoing estates shall execute, deliver and record a written instrument effecting such merger.

Section 3.4 The agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and shall be deemed covenants running with the land.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this _____ day of _____, 2023.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary

By: _____
Gary W. Harrod, Chairman

Address: P.O. Box 22287
Tampa, FL 33622

Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

“Authority”

Witness Signature

LEGAL FORM APPROVED:

Print Name

By: _____
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

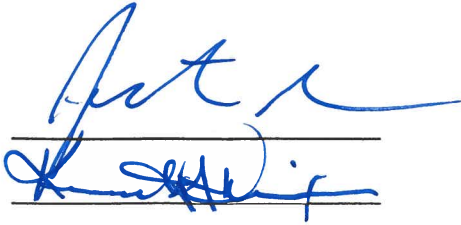
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ in the capacity of Chairman, and by _____ in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

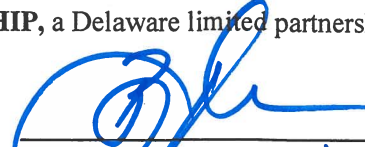
Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership



By:



~~Michele L. Walton~~ Benjamin Meeker
 Its: Authorized Signatory

“Lessee”

STATE OF Michigan)

COUNTY OF Oakland)
)ss
)

The foregoing instrument was acknowledged before me this 13th day of April, 2023, by ~~Michele L. Walton~~, an Authorized Signatory of **TAMPA WESTSHORE ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of the partnership.

Benjamin Meeker



Notary Public, mona K. Jabr County Oakland
 My Commission Expires: 05/04/2023

MONA K. JABR
 Notary Public, Oakland County, MI
 My Commission Expires: 05/04/2023
 Acting in Oakland County, MI



DICK'S SPORTING GOODS, INC., a Delaware corporation, authorized to do business in the State of Florida

Rebecca Litz
Rebecca Litz

By: Nardeep Gupta

Its: EMP & CFO

me

Attest: _____

"DSG"

STATE OF Pennsylvania)
)ss
COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 11 day of April, 2023, by Nardeep Gupta who is the EMP & CFO of Dick's Sporting Goods, Inc., Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation.

Commonwealth of Pennsylvania - Notary Seal
Sheree A. Parente, Notary Public
Beaver County
My commission expires July 7, 2025
Commission number 1125429
Member, Pennsylvania Association of Notaries

Sheree A. Parente
Notary Public, Beaver County
My Commission Expires: 7/7/25

Instrument drafted by

and when recorded return to:

Matthew A. Kalasho, Esq.
The Taubman Company LLC
200 East Long Lake Road, Suite 300
Bloomfield Hills, Michigan 48304
Telephone: 248-258-7377

Exhibits

Exhibit A - Leased Premises for Dick's Sporting Goods

EXHIBIT A

LEASED PREMISES FOR DICK'S SPORTING GOODS

A two-story building which contains approximately 132,504 square feet of leasable floor area, along with an outdoor field area of approximately 18,513 square feet located adjacent to the building located upon the property legally described as follows:

[To be inserted]

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1 (LEASEHOLD ESTATE):

A portion of the Northwest one-quarter (NW 1/4) of Section 16, Township 29 South, Range 18 East, and the Northeast one-quarter (NE 1/4) of Section 17, Township 29 South, Range 18 East, Hillsborough County Florida, lying within and without the Plats of West Shore Estates as described in Plat Book 17, Page 43, and West Shore Estates Replat as described in Plat Book 31, Page 44, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 16; thence along the Westerly boundary of said Section 16, South 00°20'48" West, for 50.00 feet to a point of intersection with the former South right-of-way line of vacated Columbus Drive and the Point of Beginning; thence along the former South right-of-way line of vacated Columbus Drive, South 89°28'10" East, for 468.92 feet to a point of curvature (cusp), of a tangent curve concave to the Southeast; thence Southwesterly along the arc of said curve, to the left, having a central angle of 45°57'10" and a radius of 360.00 feet for an arc distance of 288.73 feet to a point of tangency; thence South 44°34'40" West, a distance of 53.48 feet to a point of curvature of tangent curve concave to the East; thence Southerly along the arc of said curve to the left, having a central angle of 80°37'52" and a radius of 30.00 feet for an arc distance of 42.22 feet to a point of reverse curvature of a tangent curve concave to the Southwest; thence Southeasterly along the arc of said curve to the right, having a central angle of 36°24'56" and a radius of 400.00 feet for an arc distance of 254.23 feet to a point of tangency; thence South 00°21'44" West, a distance of 299.85 feet to a point of curvature of a tangent curve concave to the Northeast; thence Southeasterly along the arc of said curve to the left, having a central angle of 90°00'00" and a radius of 30.00 feet for an arc distance of 47.12 feet to a point of tangency; thence South 89°38'16" East, a distance of 5.47 feet to a point of curvature of a tangent curve concave to the Southwest; thence Southeasterly along the arc of said curve to the right, having a central angle of 39°09'41" and a radius of 554.00 feet for an arc distance of 378.66 feet to a point of tangency; thence South 50°28'34" East, a distance of 165.11 feet; thence South 39°31'26" West, a distance of 108.00 feet; thence North 50°28'34" West, a distance of 165.11 feet to a point of curvature of a tangent curve concave to the Southwest; thence Northwesterly along the arc of said curve to the left, having a central angle of 39°09'41" and a radius of 446.00 feet for an arc distance of 304.84 feet to a point of tangency; thence North 89°38'16" West, a distance of 5.47 feet to a point of curvature of a tangent curve concave to the Southeast; thence Southwesterly along the arc of said curve to the left, having a central angle of 90°00'00" and a radius of 30.00 feet for an arc distance of 47.12 feet to a point of tangency; thence South 00°21'44" West a distance of 60.95 feet to a point of curvature of a tangent curve concave to the Northwest; thence Southwesterly along the arc of said curve to the right, having a central angle of 39°09'42" and a radius of 411.00 feet for an arc distance of 280.92 feet to a point of tangency; thence South 39°31'26" West, a distance of 227.59 feet; thence South 48°58'48" East, a distance of 324.62 feet; thence South 39°31'26" West for 203.34 feet to the point of curvature of a curve concave to the Northwest; thence continue Southwesterly along the arc of said curve to the right, having a central angle of 51°42'45" and a radius of 1809.86 feet for an arc distance of 1633.50 feet to a point of tangency; thence North 88°45'49" West, a distance of 287.74 feet; thence North 01°46'20" East, a distance of 489.36 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 07°02'22" West; thence Northwesterly along the arc of said curve to the right, having a central angle of 28°19'41" and a radius of 630.00 feet for an arc distance of 311.48 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of North 59°24'25" West; thence Southwesterly along the arc of said curve to the left, having a central angle of 28°49'15" and a radius of 446.00 feet for an arc distance of 224.35 feet to point on a non-tangent line; thence North 88°13'40" West along the radial extension of the last described curve a distance of 14.00 feet to a point on the former East right-of-way line of vacated Westshore Boulevard; thence along the former right-of-way line the following 7 courses; North 01°46'20" East, for 171.56 feet to the point of curvature of a curve concave to the West; thence Northwesterly along the arc of said curve to the left, having a central angle of 01°18'00" and a

radius of 22,958.32 feet for an arc distance of 520.91 feet to a point of tangency; thence North 00°28'20" East, for 83.85 feet; thence South 89°31'40" East, for 24.68 feet; thence North 00°26'16" East 116.50 feet; thence North 89°31'40" West, for 24.61 feet; thence North 00°28'20" East for 1,170.64 feet to a point of intersection with the former South right-of-way line of said vacated Columbus Drive; thence along the former right-of-way line of vacated Columbus Drive, South 88°48'30" East, for 1925.86 feet to a point of intersection with the Easterly boundary of said Section 17, said point being the Point of Beginning.

PARCEL E (LEASEHOLD ESTATE):

A portion of the Northeast 1/4 of Section 17, Township 29 South, Range 18 East, Hillsborough County, Florida, lying within the Plat of West Shore Estates as described and recorded in Plat Book 17, Page 43, of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 16, Township 29 South, Range 18 East; thence along the Westerly boundary of said Section 16, South 00°20'48" West, for 50.00 feet to a point of intersection with the former South right-of-way line of vacated Columbus Drive; thence along the former South right-of-way line of vacated Columbus Drive, South 89°28'10" East 1582.37 feet; thence along the South right-of-way line of Columbus Drive the following 2 courses: thence South 00°31'50" West, for 6.06 feet to a point on a curve concave to the Southwest; thence Easterly along the arc of said curve, having a radius of 536.59 feet, a central angle of 21°27'53", an arc length of 201.02 feet and a chord bearing South 78°44'13" East for 199.85 feet to a point of intersection with the Northwesterly right-of-way line of Boy Scout Boulevard, said point being on a curve concave to the Southeast; thence along said right-of-way line the following 5 courses; thence Southwesterly along the arc of said curve having a radius of 2009.86 feet, central angle of 25°40'03", an arc length of 900.38 feet, and a chord bearing South 52°21'27" West, for 892.87 feet; thence South 39°31'26" West, for 1496.78 feet to the point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 1809.86 feet, a central angle of 51°42'45", an arc length of 1633.50 feet and a chord bearing South 65°22'49" West, for 1578.61 feet; thence North 88°45'49" West, a distance of 287.74 feet to the Point of Beginning; thence continue North 88°45'49" West, for 329.94 feet to a point on the East right-of-way line of Westshore Boulevard; thence along said right-of-way line the following 2 courses; thence North 01°14'31" East for 50.00 feet; thence North 88°45'49" West, for 29.34 feet to a point on a curve concave to the East; thence along the former East right-of-way line of vacated Westshore Boulevard the following 2 courses: thence Northerly along the arc of said curve having a radius of 22,878.32 feet, a central angle of 00°16'41", an arc length of 111.03 feet and a chord bearing North 01°38'00" East, for 111.03 feet; thence North 01°46'20" East, for 219.26 feet; thence South 88°13'40" East, a distance of 14.00 feet to a point on the arc of a non-tangent curve concave to the Southeast, a radial line of said curve through said point having a bearing of North 88°13'40" West; thence Northeasterly along the arc of said curve to the right, having a central angle of 28°49'15" and a radius of 446.00 feet for an arc distance of 224.35 feet to a point on the arc of a non-tangent curve concave to the Northeast, a radial line of said curve through said point having a bearing of South 35°22'02" West; thence Southeasterly along the arc of said curve to the left, having a central angle of 28°19'41" and a radius of 630.00 feet for an arc distance of 311.48 feet to a point on a non-tangent line; thence South 01°46'20" West, a distance of 489.36 feet to the Point of Beginning.

PARCEL 2 (NON-EXCLUSIVE EASEMENT ESTATE):

Non-exclusive easements for the benefit of the above Parcels, as recited in Article VI of that certain Amended and

Restated Development, Use and Reciprocal Easement Agreement recorded in Official Records Book 9227, Page 556, of the Public Records of Hillsborough County, Florida and modified by First Amendment recorded in Official Records Book 10372, Page 1 and Second Amendment recorded in Official Records Book 10372, Page 7 and further modified by Release of Liens recorded in Official Records Book 10372, Page 26 and modified by Release of Easement Rights recorded in Official Records Book 16455, Page 336 and Release of Easement Rights recorded in Official Records Book 17689, Page 1895, of the Public Records of Hillsborough County, Florida, and further modified by Third Amendment to Amended and Restated Development, Use and Reciprocal Easement Agreement recorded in Official Records Book 18386, Page 26, of the Public Records of Hillsborough County, Florida.

PARCEL 3 (NON-EXCLUSIVE EASEMENT ESTATE):

Non-exclusive access easements for the benefit of Parcel 1, as recited in Paragraph 6 of that certain Shopping Center Lease dated September 10, 1998, recorded in Official Records Book 9242, Page 1058, and as recorded in Official Records Book 9535, Page 1, and First Amendment to Lease recorded in Official Records Book 10958, Page 1851, all of the Public Records of Hillsborough County, Florida, including, but not limited to, the following:

- i) Non-exclusive use of the access road located on the property now owned by Hillsborough County Aviation Authority and which runs within two hundred (200) feet of the western boundary line of the Restated Lease Premises and runs to the terminal complex;
- ii) Non-exclusive easements over and across those portions of Westshore Boulevard and Columbus Drive which are adjacent to the Restated Leased Premises and which are now owned by the Hillsborough County Aviation Authority.

PARCEL 4 (NON-EXCLUSIVE EASEMENT ESTATE):

Non-exclusive easements for the benefit of Parcel 1, created in that certain Construction, Operation and Reciprocal Easement Agreement by and between Tampa Westshore Associates Limited Partnership, The Neiman Marcus Group, Inc., The May Department Stores Company, Mercantile Properties, Inc., The Joslin Dry Goods Company, and Nordstrom, Inc. dated as of November 1, 1999, recorded November 16, 1999 in Official Records Book 9922, Page 1459, of the Public Records of Hillsborough County, Florida and as amended by First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Official Records Book 10753, Page 500, and Second Amendment to Construction, Operation and Reciprocal Agreement recorded in Official Records Book 12519, Page 254 and as supplemented by Assignment and Assumption of Operating Agreements recorded in Official Records Book 14091, Page 599, all of the Public Records of Hillsborough County, Florida.