

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

TSAWD Holdings, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-10527 (MFW)

(Jointly Administered)

Objection Deadline: October 13, 2016 at 4:00 p.m. (ET)
Hearing Date: October 24, 2016 at 11:30 a.m. (ET)

NOTICE OF PROPOSED LEASE ASSIGNMENT

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On March 2, 2016, the affiliated debtors and debtors in possession in the above-captioned cases (each a “Debtor,” and collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) the *Motion, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, Fed. R. Bankr. P. 2002, 6003, 6004, 6006, 9007, 9008 and 9014 and Del. Bankr. L.R. 2002-1, 6004-1 and 9006-1, for Entry of (I) an Order (A) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (B) Scheduling an Auction for and Hearing to Approve Sale of Assets, (C) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale, (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (E) Approving Form and Manner of Notice Thereof, and (F) Granting Related Relief, and (II) an Order Authorizing and Approving (A) the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Related Relief* [D.I. 106].

2. On April 14, 2016, the Bankruptcy Court entered the *Order (A) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (B) Scheduling an Auction for and Hearing to Approve Sale of Assets, (C) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale, (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (E) Approving Form and Manner of Notice Thereof, and (F) Granting Related Relief* [D.I. 1186].

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: TSAWD Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); TSAWD, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664). The headquarters for the above-captioned Debtors is located at 1050 West Hampden Avenue, Englewood, Colorado 80110.

The Debtors were formerly known as: Sports Authority Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); The Sports Authority, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664).

3. On May 16, 2016, the Debtors commenced the main auction for certain of the Debtors' assets and, subsequent thereto, filed that certain *Notice of Adjourned Main Auction* [D.I. 942], whereby the Debtors advised the Court and all interested parties that the main auction for certain of the Debtors' assets was adjourned until June 29, 2016 at 10:00 a.m.

4. On June 29, 2016, the Debtors conducted the adjourned main auction and determined that the highest or otherwise best offer for the designation rights (the "Designation Rights") with respect to certain lease(s) of non-residential real property (the "Leases") and any executory contracts of the Debtors that are primarily related to the Leases (the "Potential Assigned Agreements") was made by Dick's Sporting Goods, Inc. (together with any affiliated designee, the "Buyers").

5. On June 30, 2016, the Debtors filed that certain *Notice of Successful Bids and Next Highest Bids for Certain Main Auction Assets Subject to Adjourned Main Auction* [D.I. 2357] and on July 6, 2016, the Debtors filed that certain *Notice Regarding Successful Bid Submitted by Dick's Sporting Goods, Inc.* [D.I. 2404], thereby clarifying that the bid put forth by the Buyers as it pertained to the Leases and Potential Assigned Agreements was a designation rights bid.

6. On July 15, 2016, the Court conducted a sale hearing (the "Sale Hearing") and on July 19, 2016 entered the *Corrected Order, Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (I) Approving Sale of All Acquired Assets and (II) Granting Related Relief* [D.I. 2552] (the "Approval Order")², approving entry into an Asset Purchase Agreement related to the designation rights for the Leases and the Potential Assigned Agreements (the "Designation Rights Agreement").

7. During the Designation Rights Period, the Buyers may designate any Leases and Potential Assigned Agreements for assumption and assignment by an assignee (each, an "Assignee") in accordance with the terms of the Designation Rights Agreement.

8. The Debtors hereby provide notice that, pursuant to the Designation Rights Agreement and the Approval Order, the Lease(s) identified on Schedule A hereto (each, a "Designated Lease") and Potential Assigned Agreement(s) (the "Designated Agreements") have been designated for assumption and assignment to the Assignee(s) listed thereon in accordance with the terms of the lease assignment agreement attached as an exhibit to the Assignment Order (as defined below). The Debtors also hereby provide notice of the proposed form of order(s) (the "Assignment Orders") that shall be presented to the Bankruptcy Court in respect of such assumption and assignment(s).

9. If any party (including but not limited to the applicable Landlord(s)) objects to the proposed assumption, assignment and/or transfer of the Designated Lease(s) or Designated Agreement(s) to any Assignee or the form of Assignment Order(s) (an "Assumption and Assignment Objection"), such party must file with the Bankruptcy Court and serve on

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Approval Order.

counsel for the Debtors and the Buyers an Assumption and Assignment Objection that shall: (i) be in writing; (ii) state with specificity the nature of such objection; and (iii) be filed with the Bankruptcy Court and properly served on counsel for the Debtors and the Buyers so as to be received no later than **4:00 p.m. (ET) on October 13, 2016** (the “Assumption and Assignment Objection Deadline”). If no Assumption and Assignment Objection is filed by the Assumption and Assignment Objection Deadline, the Debtors shall file with the Court a certificate of no objection with a proposed order authorizing the assumption and assignment of the applicable Designated Lease(s) and/or Designated Agreement(s).

10. In the event that an Assumption and Assignment Objection is filed and properly served by the Assumption and Assignment Objection Deadline, a hearing shall take place on **October 24, 2016 at 11:30 a.m. (ET)** (the “Assumption and Assignment Hearing”). The Assumption and Assignment Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Assumption and Assignment Hearing or by filing a notice, which may be a hearing agenda, stating the adjournment, on the docket of the Debtors’ chapter 11 cases.

11. At the Assumption and Assignment Hearing, the Debtors may seek Bankruptcy Court approval of the assumption and assignment to any Assignee of the Designated Lease(s) and/or Designated Agreement(s). The Debtors and their estates reserve any and all rights with respect to any Designated Lease or Designated Agreement that is not ultimately assigned to the Assignee.

12. Any Landlord who fails to timely file and properly serve an Assumption and Assignment Objection as provided herein will be deemed to have consented to the assumption, assignment and/or transfer of such Designated Lease or Designated Agreement (including the transfer of any related rights and benefits thereunder) to the relevant Assignee and shall be forever barred and estopped from asserting or claiming against the Debtors or the Assignee that any other conditions to assumption, assignment, and/or transfer must be satisfied under such Designated Lease(s) or Designated Agreement(s), or that any related right or benefit under such Designated Lease(s) or Designated Agreement(s) cannot or will not be available to the relevant Assignee.

Dated: October 5, 2016
Wilmington, Delaware

/s/ Andrew L. Magaziner

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*Counsel to the Debtors and
Debtors in Possession*

SCHEDULE A**Designated Lease**

Store No.	Property Location	Assignee
425	2955 Cobb Parkway, Suite 310, Atlanta, GA 30339	Dick's Sporting Goods, Inc.

Designated Agreements

Related Store No.	Agreement	Assignee
425	Cobb County Building and Fire Certificate of Occupancy, No. C2089, dated as of November 5, 1992, for Akers Mill S/C T: The Sports Authority Inc. for location 2963 Cobb Parkway Atlanta, GA.	Dick's Sporting Goods, Inc.
425	First Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 19, 1976, by and between Morton L. Olshan and Akers Mill Associates.	Dick's Sporting Goods, Inc.
425	Second Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of December 31, 1976, by and between Morton L. Olshan and Akers Mill Associates.	Dick's Sporting Goods, Inc.
425	Third Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 3, 1979, by and between Morton L. Olshan and Akers Mill Associates.	Dick's Sporting Goods, Inc.
425	Fourth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of March 25, 1985, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded May 14, 1985 in Book 4140 Page 54 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.
425	Fifth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 1, 1986, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded October 1, 1986 in Book 4140 Page 54 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.
425	Sixth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of November 17, 1987, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded January 28, 1988 in Book 4795 Page 93 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.
425	Seventh Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of August 17, 1992, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded August 18, 1992 in Book 6798 Page 0396 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.

425	Eighth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 27, 1992, by and between Morton L. Olshan and Akers Mill Associates, filed and recorded October 30, 1992 in Book 6948 Page 0380 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.
425	Construction, Operating and Reciprocal Easement Agreement, dated as of February 11, 1976, by and between Morton L. Olshan and Akers Mill Associates, filed and recorded February 19, 1976 in Deed Records 1666 Folio 260 in the Cobb Superior Court.	Dick's Sporting Goods, Inc.
425	Letter, dated as of October 26, 1992, from M. L. Skiles, on behalf of K mart Corporation, to Morton L. Olshan.	Dick's Sporting Goods, Inc.
425	ALTA Owner's Policy, Form B, dated as of August 21, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.	Dick's Sporting Goods, Inc.
425	Title Policy by Chicago Title Insurance Company, dated as of September 16, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.	Dick's Sporting Goods, Inc.
425	Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.	Dick's Sporting Goods, Inc.
425	Addendum to Sublease, dated as of August 31, 1993, by and between The Sports Authority and Office Max, Inc.	Dick's Sporting Goods, Inc.
425	Short Form of Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.	Dick's Sporting Goods, Inc.
425	First Amendment to Sublease, dated as of September 19, 2002, by and between The Sports Authority and Office Max, Inc.	Dick's Sporting Goods, Inc.
425	Letter dated as of June 22, 2007 from Office Max to TSA Stores, Inc.	Dick's Sporting Goods, Inc.
425	Letter dated as of June 29, 2007 from TSA Stores, Inc. to Office Max	Dick's Sporting Goods, Inc.
425	Second Amendment to Sublease, dated as of January 26, 2011, by and between TSA Stores, Inc. and Officemax North America, Inc.	Dick's Sporting Goods, Inc.
425	Letter dated as of May 9, 2014 from Office Depot / Max to TSA Stores, Inc.	Dick's Sporting Goods, Inc.

Annex 1

Assignment Order for Store No. 425

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FOR THE DISTRICT OF DELAWARE**

In re:

TSAWD Holdings, Inc., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-10527 (MFW)

(Jointly Administered)

Ref. Docket Nos. 106, 1186, & 2552

**ORDER APPROVING ASSUMPTION AND ASSIGNMENT OF LEASE
AND RELATED ASSIGNED AGREEMENTS AND GRANTING RELATED RELIEF**

Upon the above-captioned debtors' and debtors-in-possession's' (the "Debtors") *Motion, Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, Fed. R. Bankr. P. 2002, 6003, 6004, 6006, 9007, 9008 and 9014 (the "Bankruptcy Rules") and Del. Bankr. L.R. 2002-1, 6004-1 and 9006-1 (the "Local Rules"), for Entry of (I) an Order (A) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors' Assets, (B) Scheduling an Auction for and Hearing to Approve Sale of Assets, (C) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale, (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (E) Approving Form and Manner of Notice Thereof, and (F) Granting Related Relief; and (II) an Order Authorizing and Approving (A) the Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, Rights, Encumbrances, and Other Interests, (B) the Assumption and*

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The Debtors were formerly known as: Sports Authority Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); The Sports Authority, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664).

Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Related Relief [D.I. 106] (the “Motion”) and *Notice of Proposed Lease Assignment* (the “Lease Assignment Notice”); and in connection with this Court’s (the “Court”) *Order (A) Approving Bid Procedures in Connection with the Sale of Substantially All of the Debtors’ Assets, (B) Scheduling an Auction for and Hearing to Approve Sale of Assets, (C) Approving Notice of Respective Date, Time and Place for Auction and for Hearing on Approval of Sale, (D) Approving Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (E) Approving Form and Manner of Notice Thereof, and (F) Granting Related Relief* [D.I. 1186] (the “Bidding Procedures Order”) and *Corrected Order, Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (I) Approving Sale of All Acquired Assets and (II) Granting Related Relief* [D.I. 2552] (the “Approval Order”); and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that consideration of the Motion, the Lease Assignment Notice and the relief requested therein is a core proceeding pursuant to 28 U.S.C. § 157; and adequate notice of the Motion and the Lease Assignment Notice having been given in accordance with the terms of the Bankruptcy Code and the Approval Order and it appearing that no other notice need be given; and Dick’s Sporting Goods, Inc. (“DSG”) having designated DSG as the Person to whom each Assigned Agreement (as defined below) and the other Acquired Assets (as defined below) are to be sold, transferred, assigned, conveyed and delivered pursuant to the terms of the Asset Purchase Agreement, dated as of July 20, 2016, between the Debtors and DSG (the “Designation Rights Agreement”); and the Debtors and DSG having agreed upon terms and conditions for the assumption by the Debtors and assignment to

DSG of the Lease and each other Contract more specifically described on Exhibit A attached hereto and made a part hereof (such Lease, the “Assigned Lease” and, together with such other Contracts, the “Assigned Agreements”) and the sale, transfer, assignment, conveyance and delivery of certain of the Debtors’ related assets (as more fully described in the Agreement of Assumption and Assignment of Lease, dated as of October 5, 2016, among the Debtors and DSG, attached hereto as Exhibit B (together with any and all related agreements, documents and other instruments, the “Lease Assignment Agreement”)²) (collectively, together with the Assigned Agreements, the “Acquired Assets” and such assumption, assignment, sale, transfer, conveyance and delivery, the “Transaction”); and the applicable Landlord and DSG having agreed in writing to amend the Assigned Lease effective upon closing of the Transaction pursuant to a [_____] (the “Landlord Agreement”); and upon any of the proceedings had before the Court (including but not limited to any testimony and other evidence proffered or adduced at any hearing to consider approval of the Lease Assignment Agreement (the “Sale Hearing”)); and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest and that the legal and factual bases set forth in the Motion and the Lease Assignment Notice establish good, sufficient and just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Lease Assignment Agreement.

FOUND AND DETERMINED THAT:³

A. Jurisdiction: This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of the Debtors' entry into the Lease Assignment Agreement, and the transactions contemplated thereby is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O).

B. Venue: Venue of these cases in this district is proper pursuant to 28 U.S.C. § 1409(a).

C. Statutory Predicates: The statutory predicates for the approval of the Lease Assignment Agreement and transactions contemplated therein are sections 105, 363, 365 and 554 of the Bankruptcy Code, Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 6004-1.

D. Notice: Proper, timely, adequate and sufficient notice of the Motion, the Lease Assignment Notice and any Sale Hearing has been provided in accordance with sections 102(1), 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001 and 6004, and in compliance with the Approval Order. No other or further notice is required.

E. Opportunity to be Heard: A reasonable opportunity to object or be heard regarding the relief requested in the Motion, the Lease Assignment Notice and the transactions pursuant thereto has been provided in the manner required by paragraph 23 of the Approval

³ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

Order. Objections, if any, to the Motion and the Lease Assignment Notice have been withdrawn or resolved and, to the extent not withdrawn or resolved, are hereby overruled.

F. Highest and Best Offer: As already determined by the Court in the Approval Order, the Designation Rights Agreement (i) was the highest and best offer received by the Debtors for the Acquired Assets, (ii) was fair and reasonable, and (iii) was in the best interests of the Debtors, their estates, their creditors and all other parties in interest. The Debtors' entry into the Lease Assignment Agreement and the transactions contemplated thereby is required under the terms of the Designation Rights Agreement. There is no legal or equitable reason to delay entry into the Lease Assignment Agreement, and the transactions contemplated thereby, including, without limitation, the Transactions.

G. Business Judgment: The Debtors' decision to (i) enter into the Designation Rights Agreement and the Lease Assignment Agreement, and (ii) perform under and make payments required by the Designation Rights Agreement and the Lease Assignment Agreement, is a reasonable exercise of the Debtors' sound business judgment consistent with their fiduciary duties and is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest. The Debtors have articulated good and sufficient reasons for the approval of the Lease Assignment Agreement and the Transactions.

H. Sale Free and Clear: The Debtors are the sole and lawful owners of the Assigned Agreements and the other Acquired Assets and no other person or entity has any ownership right, title or interests therein. The Assigned Agreements and the other Acquired Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors'

estates within the meaning of section 541(a) of the Bankruptcy Code. An assumption and assignment of the Assigned Agreements and an assignment, sale, transfer, conveyance and delivery of the other Acquired Assets other than one free and clear, to the greatest extent allowed by law, of Interests or Claims (as defined in the Approval Order) (other than Assumed Liabilities and Permitted Encumbrances) and without the protections of this Order would hinder the Debtors' ability to obtain the consideration provided for in the Designation Rights Agreement and the Lease Assignment Agreement and, thus, would impact materially and adversely the value that the Debtors' estates would be able to obtain for the assumption and assignment of the Assigned Agreements and the assignment, sale, transfer, conveyance and delivery of the other Acquired Assets. But for the protections afforded to the Sale under the Bankruptcy Code and this Order, DSG would not have offered to pay the consideration contemplated in the Designation Rights Agreement and the Lease Assignment Agreement. In addition, each entity with an Interest or Claim upon the Assigned Agreements or any other Acquired Assets, (i) has consented to the Transaction or is deemed to have consented to the Transaction, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest or Claim, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code, and therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests or Claims who did not object, or who withdrew their objections, to the Motion and the Lease Assignment Notice are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Therefore, approval of the Lease Assignment Agreement and the consummation of the Transactions and the other

transactions contemplated thereby free and clear of Interests or Claims (other than Assumed Liabilities and Permitted Encumbrances) is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

I. Arm's-Length Sale: The consideration to be paid by DSG under the Designation Rights Agreement and the Lease Assignment Agreement was negotiated at arm's-length and constitutes reasonably equivalent value and fair and adequate consideration for the assumption and assignment of the Assigned Agreements and the assignment, sale, transfer, conveyance and delivery of the other Acquired Assets and the other rights granted to DSG by the Designation Rights Agreement and the Lease Assignment Agreement and this Order under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of all applicable jurisdictions, including, without limitation, the United States, any state, territory, possession thereof or the District of Columbia. The terms and conditions set forth in the Lease Assignment Agreement are fair and reasonable under these circumstances and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying or defrauding the Debtors or their creditors under any applicable laws.

J. Good Faith: The Debtors, DSG, their respective Affiliates and their respective officers, directors, employees, agents and representatives actively participated in the bidding process for the Acquired Assets and acted in good faith. The Designation Rights Agreement and the Lease Assignment Agreement were negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith as that term is used in sections 363(m)

of the Bankruptcy Code. DSG is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and, as such, shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed, modified, amended or vacated on appeal or by a subsequent order of this Court or any other court. None of the Debtors, DSG, their respective Affiliates and their respective officers, directors, employees, agents and representatives has engaged in any conduct that would cause or permit the Transaction, the Lease Assignment Agreement, or any related action or the transactions contemplated thereby to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. None of the Debtors, DSG, their respective Affiliates and their respective officers, directors, employees, agents and representatives has violated section 363(n) of the Bankruptcy Code by any action or inaction and the transactions approved by this Order are not subject to avoidance or the imposition of costs or damages pursuant to section 363(n) of the Bankruptcy Code. Specifically, none of the Debtors, DSG, their respective Affiliates and their respective officers, directors, employees, agents and representatives has acted in a collusive manner with any person nor was it controlled by any agreement among bidders. The Debtors’ and DSG’s prospective performance and payment of amounts owing under the Lease Assignment Agreement are in good faith and for valid business purposes and uses.

K. Insider Status: DSG is not an “insider” or “affiliate” of the Debtors as those terms are defined in section 101 of the Bankruptcy Code. No common identity of incorporators, directors or controlling stockholders exists between DSG and the Debtors.

L. Corporate Authority: Subject to the entry of this Order, the Debtors (i) have full corporate or other power to execute, deliver and perform their obligations under the Lease Assignment Agreement and all other documents or transactions contemplated thereby, and entry into the Lease Assignment Agreement has been duly and validly authorized by all necessary corporate or similar action, (ii) have all of the corporate or other power and authority necessary to consummate the transactions contemplated by the Lease Assignment Agreement, and (iii) have taken all actions necessary to authorize and approve the Lease Assignment Agreement and the transactions contemplated thereby. No consents or approvals, other than those expressly provided for herein or in the Lease Assignment Agreement, are required for the Debtors to consummate such transactions.

M. No Successor Liability: None of DSG and its Affiliates, successors or assigns shall be deemed to: (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (b) have, *de facto* or otherwise, merged with or into any or all Debtors; or (c) be a mere continuation or substantial continuation of any or all Debtors or the enterprise or operations of any or all Debtors.

N. Lease Term: Unless otherwise agreed by DSG and the applicable Landlord, certain of the terms of each Assigned Agreement are as set forth with respect to such Assigned Agreement on Exhibit A.

O. Personally Identifiable Information: The Transaction and the other transactions contemplated by the Lease Assignment Agreement do not include personally

identifiable information (as such term is defined in section 101(41A) of the Bankruptcy Code) about individuals.

P. Legal and Factual Bases: The legal and factual bases set forth in the Motion and the Lease Assignment Notice and at any Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

A. Motion Granted, Objections Overruled

1. The relief requested in the Motion and the Lease Assignment Notice is granted as set forth herein.

2. Any remaining objections to the Motion, the Lease Assignment Notice or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections are overruled in all respects and denied.

3. Notice of the Motion, the Lease Assignment Notice and the relief requested therein, including of any Sale Hearing, was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 6006 and all applicable local rules.

B. Lease Assignment Agreement Approved and Authorized

4. The Lease Assignment Agreement, all transactions contemplated therein and all of the terms and conditions thereof are hereby approved pursuant to sections 105, 363 and 365 of the Bankruptcy Code. Subject to any limitations imposed by this Order, the Debtors are

hereby authorized and empowered to enter into and perform under the Lease Assignment Agreement, and the Lease Assignment Agreement (and each of the transactions contemplated therein) is hereby approved in its entirety and is incorporated herein by reference. The failure to include specifically any particular provision of the Lease Assignment Agreement in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that, unless expressly provided otherwise in this Order, the Lease Assignment Agreement and all of its provisions, payments and transactions, be authorized and approved in their entirety.

Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

5. All amounts payable by the Debtors under the Lease Assignment Agreement or in connection with any of the transactions contemplated thereby shall be payable without the need for any application by any party therefor or any further order of the Court.

6. Subject to the provisions of this Order, the Debtors, as well as their respective Affiliates, officers, employee and agents, are hereby authorized, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, to execute, deliver and perform their obligations under and comply with the terms of the Lease Assignment Agreement and consummate the Transaction and the other transactions contemplated by the Lease Assignment Agreement (including, without limitation, by assuming and assigning to DSG the Assigned Agreements and consummating the assignment, sale, transfer, conveyance and delivery to DSG of the other Acquired Assets) and take all actions reasonably related thereto or arising in connection therewith, in each case in accordance with the Lease Assignment Agreement and this Order and without further order of this Court. Except as otherwise stated herein, as of the Closing, the

Assigned Agreements are hereby deemed assigned to DSG without further order of this Court or any action required by any party.

7. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to the provisions of this Order, the Debtors, as well as their respective Affiliates, officers, employees and agents, are hereby authorized to execute and deliver, and to perform under, consummate and implement, all such additional instruments and documents and to take any and all such actions, in each case as may be necessary or desirable or reasonably requested by DSG to implement the Lease Assignment Agreement, carry out the Transaction and the other transactions contemplated by the Lease Assignment Agreement, assume and assign the Assigned Agreements to DSG, consummate the assignment, sale, transfer, conveyance and delivery to DSG of the other Acquired Assets, all without further order of this Court.

8. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to assume and assign the Assigned Agreements to DSG and to assign, sell, transfer, convey and deliver to DSG all of the other Acquired Assets in accordance with the terms of the Lease Sale Agreement. The Assigned Agreements and the other Acquired Assets shall be transferred to DSG and, upon the Closing, such transfer shall: (a) be valid, legal, binding and effective; (b) vest DSG with all right, title and interest of the Debtors in the Assigned Agreements and the other Acquired Assets; and (c) be free and clear of all Interests or Claims (other than Assumed Liabilities and Permitted Encumbrances) in accordance with section 363(f) of the Bankruptcy Code, with all Interests or Claims that represent interests in property to attach to the net proceeds received by the Debtors pursuant to the Designation Rights

Agreement, in the same amount and order of their priority and with the same validity, force and effect which they now have against the Acquired Assets, subject to any claims and defenses the Debtors may possess with respect thereto.

9. All persons or entities (and their respective successors and assigns) including, without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, employees, former employees, pension plans, multiemployer pension plans, labor unions, trade creditors and any other creditors holding any Interests or Claims against the Debtors or the Acquired Assets, are hereby forever barred, estopped and permanently enjoined from asserting or pursuing such Interests or Claims (other than the Assumed Liabilities (as assumed in accordance with the terms of the Designation Rights Agreement and the Lease Assignment Agreement) and the Permitted Encumbrances) against DSG or its Affiliates, successors or assigns, assets or properties (including, without limitation, the Acquired Assets), including, without limitation, taking any of the following actions with respect to any such Interest or Claim: (a) commencing or continuing in any manner any action or other proceeding against DSG or its Affiliates, successors or assigns, assets or properties (including, without limitation, the Acquired Assets); (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against DSG or its Affiliates, successors or assigns, assets or properties (including the Acquired Assets); (c) creating, perfecting, or enforcing any Interests or Claims against DSG or its Affiliates, successors or assigns, assets or properties (including the Acquired Assets); (d) asserting an Interest or Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due DSG or its

Affiliates, successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements or actions contemplated or taken in respect thereof. No such persons or entities shall assert or pursue against DSG or its Affiliates, successors or assigns, assets or properties (including the Acquired Assets) any such Interests or Claims.

10. Following the Closing, no holder of any such Interests or Claims shall interfere with DSG's title to or use and enjoyment of the Acquired Assets based on or related to any such Interests or Claims or based on any actions the Debtors may take in these chapter 11 cases.

11. Upon the occurrence of the Closing, except as expressly set forth in the Lease Assignment Agreement, this Order or the Landlord Agreement, each of the Assigned Agreements shall be assumed and assigned to, and remain in full force and effect for the benefit of, DSG and DSG shall be fully and irrevocably vested with all right, title and interest of the Debtors in, and shall be deemed to be substituted for the Debtors under, the Assigned Agreements, in each case notwithstanding any terms or provisions of any Assigned Agreement or any requirement of applicable law that prohibits, restricts, limits or conditions in any way such assumption and assignment. Upon the occurrence of the Closing, pursuant to section 365(k) of the Bankruptcy Code, except as set forth in the Lease Assignment Agreement or this Order, the Debtors shall be relieved from any further liability with respect to the Assigned Agreements for any breach of such Assigned Agreements occurring after the Closing; provided, however, that any Landlord may seek to recover from the Debtors (but not DSG) indemnification obligations,

if any, arising from third party claims asserted with respect to or arising from the Debtors' use and occupancy of the Premises prior to the Closing for which the Debtors had a duty to indemnify such Landlord pursuant to any Assigned Agreement, solely with respect to available insurance coverage that survives the Closing, if any; provided further that DSG shall not have any obligation to reimburse or indemnify the Debtors or the Debtors' insurer for any such recovery.

12. Any provision in any Assigned Agreement that purports to declare a breach or default as a result of a change or transfer of control or any interest in respect of the Debtors is unenforceable and all Assigned Agreements shall remain in full force and effect notwithstanding assignment thereof. No sections or provisions of any Assigned Agreements, that in any way purport to (i) unreasonably prohibit, restrict, or condition the Debtors' assignment of such Assigned Agreement (including, but not limited to, the conditioning of such assignment on the consent of the applicable Landlord); provided, however, that any direct prohibition, restriction or condition on such assignment shall be deemed to be unreasonable; (ii) provide for the cancellation, or modification of the terms of such Assigned Agreement based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (iii) provide for additional payments (*e.g.*, so called "profit" sharing/splitting), penalties, fees, charges, or other financial accommodations in favor of the applicable Landlord upon assignment of such Assigned Agreement; or (iv) provide for any rights of first refusal on a Landlord's part, or any recapture or termination rights in favor of a Landlord, or any right of a Landlord to take an assignment or sublease from a tenant, shall have any force or effect with respect to the

assignment of the Assigned Agreements by the Debtors in accordance herewith, because they constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code.

13. Except as otherwise expressly agreed by DSG and the applicable Landlord (including without limitation in the Landlord Agreement), notwithstanding any provision in any Assigned Agreement that purports to prohibit, restrict or condition such action, upon the Closing, (x) DSG shall be authorized to (i) use the Premises, subject to section 365(b)(3) of the Bankruptcy Code, as a full-line sporting goods store upon consummation of the assumption and assignment of such Assigned Agreement to DSG, (ii) operate the Premises under DSG's trade name or any other trade name which DSG owns or is authorized to use, (iii) make such alterations and modifications to the Premises (including signage, together with appropriate changes to existing tenant signage in the respective shopping center or mall, including panels on all pylons, monuments, directional and other ground and off-premises signs where the Debtors are presently represented) deemed necessary by DSG (subject to applicable municipal codes) as are necessary or desirable for DSG to conform the Premises to DSG's typical retail store (including, without limitation, alterations and modifications permitted in accordance with the terms of the Assigned Lease or the terms of the Landlord Agreement), (iv) remain "dark" with respect to such Premises after such assumption and assignment until (A) the date that is necessary to permit DSG to remodel, restock, re-fixtue, change signage and/or until completion of the work described in clause (iii) above (so long as such date is not more than one hundred fifty (150) days after the Assignment Date) or (B) such later date as may be (x) agreed to by the

Landlord or (y) authorized by the terms of the Assigned Lease or the Landlord Agreement, and (v) exercise, utilize or take advantage of any renewal options and any other current or future rights, benefits, privileges, and options granted or provided to the Debtors under such Assigned Agreement (including all of the same which may be described or designated as, or purport to be, “personal” to the Debtors or to a named entity in such Assigned Agreement or to be exercisable only by the Debtors or by a named entity or an entity operating under a specific trade name) and (y) DSG shall not have any responsibility or liability for any Excluded Taxes (as defined in the Designation Rights Agreement).

14. DSG is hereby authorized to dispose of any property that is present on the Premises as of the Assignment Date without any liability to any party.

15. All defaults or obligations for compensation of pecuniary loss and all other pre-petition and post-petition amounts under the Assigned Agreements arising prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), including without limitation legal fees, interest, late charges and refurbishing obligations, are deemed fully and completely satisfied by the payment of the Cure Costs with respect to each Assigned Agreement in the amounts set forth on Exhibit A hereto, which Cure Costs shall be paid (i) with respect to undisputed Buyer Cure Costs, to the applicable Landlords by DSG, (ii) with respect to undisputed Excess Cure Costs, to the applicable Landlords by the Debtors, (iii) with respect to disputed Buyer Cure Costs, by DSG who will fund a disputed Buyer Cure Cost account in the amount of the disputed Buyer Cure Costs in accordance with the Approval Order, and (iv) with respect to the disputed Excess Cure

Costs, by the Debtors who will fund a disputed Excess Cure Cost account in the amount of the disputed Excess Cure Costs in accordance with the Approval Order, and in each case at or prior to the Closing. Upon payment of the Cure Costs in the manner set forth above and the occurrence of the Closing, each Landlord is barred from asserting any further claim against (i) the Debtors for any other amounts arising under the applicable Assigned Agreement and (ii) DSG for any of the obligations described in the preceding sentence; provided that DSG (except to the extent such obligations constitute Buyer Cure Costs) shall not have any obligations in respect of any portion of any year-end adjustment (including, without limitation, for royalties, rents, utilities, Taxes, insurance, fees, any common area or other maintenance charges, promotional funds and percentage rent) arising under any Assigned Agreement for the calendar year in which the Assignment Date occurs attributable to the portion of such calendar year occurring prior to the Assignment Date or for any previous calendar year and the Debtors shall fully indemnify and hold harmless DSG with respect thereto; provided, however, that, with respect to each Assigned Agreement, commencing on the Assignment Date until the final reconciliation of all such year-end reconciliations with respect the calendar year in which the Assignment Date occurs, the Debtors shall hold (in a segregated account held by a third-party financial institution, which account shall be free and clear of all claims against the Debtors other than the applicable Landlord's claim with respect to such year-end reconciliations) cash in an amount equal to the Debtors' expected obligations in respect of such year-end adjustments (as mutually agreed by the Debtors and the applicable Landlord or, if the Debtors and the applicable Landlord cannot agreement, as determined by the Court), which cash, prior to such final

reconciliation, may be used solely to fund such obligations and, following such final reconciliation, will be allocated between the Debtors and the applicable Landlord in accordance with such final reconciliation.

16. DSG has provided adequate assurance of future performance of and under the Assigned Agreements, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code.

17. Except for payment of the Buyer Cure Costs as set forth in the Lease Assignment Agreement and this Order, DSG and its Affiliates, successors and assigns shall not have any liability or obligation to any Landlord in relation to or in connection with any default, action, liability or other cause of action under any Assigned Agreement existing as of the Closing whether asserted or not; provided that nothing in this Paragraph 17 shall limit any liabilities which arise solely after the assumption and assignment of such Assigned Agreement except as otherwise set forth in the Lease Assignment Agreement, the Landlord Agreement or this Order. Except as provided in the Lease Assignment Agreement or this Order (including, without limitation, with respect to year-end adjustments as set forth in Paragraph 15), after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assigned Agreement and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or their assets or estates; provided, however, that any Landlord may seek to recover from the Debtors (but not DSG) indemnification obligations, if any, arising from third party claims asserted with respect to or arising from the Debtors' use and occupancy of the Premises prior to the Closing

for which the Debtors had a duty to indemnify such Landlord pursuant to any Assigned Agreement, solely with respect to available insurance coverage that survives the Closing, if any; provided further that DSG shall not have any obligation to reimburse or indemnify the Debtors or the Debtors' insurer for any such recovery. Each Landlord hereby is forever barred, estopped, and permanently enjoined from asserting any objection to the assumption and assignment of such Assigned Agreement.

18. Following the occurrence of the Closing, DSG will be entitled to all rights of use, occupancy and possession of all Landlord's property which constitutes part of the Premises or is otherwise permitted to be used by the Debtors under the terms of the applicable Assigned Agreement.

19. Prior to the Closing, the Debtors (or, solely to the extent required by the Designation Rights Agreement, DSG) shall pay all rent and other charges required to be paid under each Assigned Agreement in accordance with the terms of such Assigned Agreement; provided that DSG shall reimburse the Debtors for the per diem rent and other occupancy charges under the Assigned Agreements actually paid to the applicable landlords by the Debtors attributable to the portion of the relevant calendar month on and after the Assignment Date.

C. Order Binding

20. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other

persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Acquired Assets; and each of the foregoing persons or entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transaction and the other transactions contemplated by the Lease Assignment Agreement.

21. This Order and the terms and provisions of the Lease Assignment Agreement shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, DSG and their respective Affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Acquired Assets, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Lease Assignment Agreement, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) or reorganization or liquidation of the Debtors or converting the Debtors' cases from chapter 11 to chapter 7, and the terms and provisions of the Lease Assignment Agreement, as well as the rights and interests granted pursuant to this Order and the Lease Assignment Agreement, shall continue in these or any superseding cases and shall be binding upon the Debtors, DSG and their respective Affiliates, successors and assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of

the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in this case shall be and hereby is authorized to operate the business of the Debtors to the fullest extent necessary to permit compliance with the terms of this Order and the Lease Assignment Agreement, and DSG and any such trustee shall be and hereby are authorized to perform under the Lease Assignment Agreement upon the appointment of the trustee without the need for further order of this Court.

D. Good Faith.

22. Entry into the Lease Assignment Agreement is undertaken by the parties thereto in good faith, as that term is used in section 363(m) of the Bankruptcy Code. DSG is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code and, as such, shall be protected by section 363(m) of the Bankruptcy Code in the event that this Order is reversed, modified, amended or vacated on appeal or by a subsequent order of this Court or any other court. The reversal, modification, amendment or vacatur on appeal or by a subsequent order of this Court or any other court of the authorization provided herein to enter into the Lease Assignment Agreement and consummate the transactions contemplated thereby shall not affect the validity of such transactions (including, without limitation, the Transaction), unless such authorization is duly stayed pending such appeal. DSG is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code. The Transaction and the other transactions contemplated by the Lease Assignment Agreement are not subject to avoidance or the imposition of costs or damages pursuant to section 363(n) of the Bankruptcy Code.

23. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, lis pendens or other documents or agreements evidencing Interests or Claims in the Acquired Assets (other than Assumed Liabilities and Permitted Encumbrances) shall not have delivered to the Debtors prior to the Assignment Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Interests or Claims which such person or entity has with respect to the Acquired Assets, each such person or entity is hereby directed to deliver all such statements, instruments and releases and the Debtors and DSG are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same with respect to any such Interests or Claims. Moreover, effective as of the Assignment Date, DSG shall be designated and appointed the Debtors' true and lawful attorney, with full power of substitution, in the Debtors' name and stead, on behalf and for the benefit of DSG, to demand and receive any and all of the Acquired Assets and to give receipts and releases for and in respect of the Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Debtors' name, for the benefit of DSG, any and all proceedings at law, in equity or otherwise, which DSG may deem proper for the collection or reduction to possession of any of the Acquired Assets, and to do all acts and things with respect to the Acquired Assets which DSG shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors. A certified copy of this Order may be filed by the Debtors or DSG with the appropriate clerk and/or recorded with the appropriate recorder to cancel any of the Interests or Claims of record (other than Assumed Liabilities (as

assumed in accordance with the terms of the Designation Rights Agreement and the Lease Assignment Agreement) and the Permitted Encumbrances) and, once filed or recorded, shall constitute conclusive evidence of the release of all such Interests or Claims on the Acquired Assets. Each and every federal, state, local or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate or give effect to the Transaction and the other transactions contemplated by the Lease Assignment Agreement.

24. Subject to the occurrence of the Assignment Date, all persons or entities that are presently in possession of some or all of the Acquired Assets or other property in which the Debtors hold an interest that are or may be subject to the Lease Assignment Agreement hereby are directed to surrender possession of such Acquired Assets or other property to DSG.

25. The Debtors are authorized to execute such documents and take all other actions as may be necessary to release any Interests or Claims of any kind against the Acquired Assets as such Interests or Claims may have been recorded or may otherwise exist, in accordance with the terms of this Order. Any Interests or Claims of any kind asserted under laws, rules, regulations or governmental or court orders imposing a stamp, transfer tax or similar tax arising from the transfer of the Acquired Assets to DSG shall be filed against DSG and shall not be asserted against the Debtors or their estates. Except for the Assumed Liabilities (as assumed in accordance with the terms of the Designation Rights Agreement and the Lease Assignment Agreement) and the Permitted Encumbrances, DSG has not assumed or otherwise become

obligated, liable or responsible for any Interests or Claims against any of the Debtors, regardless of whether any such Interest or Claim is contingent or not, arises at law or in equity or otherwise, is existing on the date hereof or arises thereafter, and relates to or arises out of the Debtors business, the Acquired Assets, any Excluded Assets or otherwise (including, without limitation, any Interests or Claims (x) based on any successor or transferee liability theory or (y) relating to the pre-petition or post-petition operation of the Debtors' business, the Acquired Assets or the use of the Acquired Assets).

26. DSG shall not have any obligation, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, to pay wages, bonuses, severance pay, benefits (including, without limitation, contributions or payments on account of any under-funding with respect to any and all pension plans), or any other payment to employees of the Debtors or any of their Affiliates, and DSG shall not have any liability, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, with respect to the following (collectively, the "Employee Obligations"): (a) any employment or labor agreements (including, without limitation, any collective bargaining agreements), consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which any Debtors or any of their Affiliates are a party; (b) any pension, welfare, compensation, retention, incentive or other employee benefit plans, agreements, practices, or programs to which any Debtors or any of their Affiliates are a party, including, without limitation, any pension plan at any time sponsored, maintained, contributed

to, or required to be contributed to by any of the Debtors, any of their Affiliates or any member of any of their respective controlled groups (within the meaning of Sections 414(b), (c), (m) or (o) of the Internal Revenue Code or Section 4001(b)(1) of Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (c) the cessation of the Debtors’ operations, dismissal of employees, or termination (including, without limitation, rejection) of employment or labor agreements (including, without limitation, any collective bargaining agreements), consulting agreements, severance agreements, change-in-control agreements, other similar agreements or pension, welfare, compensation, retention, incentive or other employee benefit plans, agreements, practices, programs, or obligations that might otherwise arise from or pursuant to ERISA, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Worker Adjustment and Retraining Notification Act or otherwise; or (d) workmen’s compensation or occupational disease, unemployment, or temporary disability insurance claims (any agreement, plan, policy, practice, arrangement, or program described in (a) through (d), collectively the “Employee Arrangements”). DSG shall not in any way, as successor or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, be deemed a party to or assignee of any Employee Arrangement, and no employee of DSG shall be deemed in any way covered by or a party to any Employee Arrangement, and all parties to any Employee Arrangement are hereby enjoined from asserting against DSG any and all Interests or Claims (as defined in the Approval Order) arising from or

relating to such Employee Arrangement. Any and all notices, if any, required to be given to the Debtors' or their Affiliates' employees pursuant to the Workers Adjustment and Relocation Adjustment Act, or any similar federal, state or other applicable law, shall be the sole responsibility and obligation of the Debtors and their Affiliates, and DSG shall not have any responsibility or liability therefor. The Acquired Assets are transferred by the Debtors to DSG free and clear of all Employee Obligations and all Employee Arrangements.

27. Except for the Assumed Liabilities (as assumed in accordance with the terms of the Designation Rights Agreement and the Lease Assignment Agreement) and the Permitted Encumbrances, DSG is not, by virtue of the consummation of the Transactions and the other transactions contemplated by the Lease Assignment Agreement, assuming, nor shall they be liable or responsible, as successors or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including, without limitation, any theory of antitrust, environmental successor or transferee liability, labor law, alter ego, *de facto* merger or substantial continuity, whether known or unknown as of the Assignment Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any of their predecessors or Affiliates or the obligations of the Debtors or their predecessors or Affiliates arising prior to the Assignment Date, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) in any way whatsoever relating to or arising from the Acquired Assets or the Debtors' operation of their business or use of the Acquired Assets on or prior to the

Assignment Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Assignment Date or are to be observed, paid, discharged, or performed on or prior to the Assignment Date (in each case, including, without limitation, any liabilities that result from, relate to, or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Assignment Date, including, without limitation, with respect to any of the Debtors' predecessors or Affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to DSG a release thereof. Without limiting the generality of the foregoing and except for the Assumed Liabilities (as assumed in accordance with the terms of the Designation Rights Agreement and the Lease Assignment Agreement) and the Permitted Encumbrances, by virtue of the consummation of the Transactions and the other transactions contemplated by the Lease Assignment Agreement, DSG shall not be liable or responsible, as a successor or otherwise (including, without limitation, with respect to successor or vicarious liabilities of any kind or character) under any theory of law or equity, for the Debtors' liabilities, debts, commitments, or obligations arising under or in connection with: (a) environmental liabilities, debts, claims, or obligations which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (b) any bulk sales or similar law; (c) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for

any Taxes (as defined in the Designation Rights Agreement) of any kind for any period; (d) any liabilities, debts, commitments, or obligations for any Taxes relating to the Acquired Assets for or applicable to the pre-closing period; (e) any litigation; (f) any products liability, other tort, or similar claims, whether pursuant to any state or any federal laws or otherwise, including, without limitation, those arising from products or distribution thereof by or on behalf of Debtors; and (g) any Excluded Liabilities.

28. The provisions of this Order shall be self-executing, and none of the Debtors or DSG shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order. However, the Debtors and DSG and each of their respective officers, employees and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that any of the Debtors or DSG deem necessary or appropriate to implement and effectuate the terms of the Lease Assignment Agreement and this Order.

E. Other Provisions

29. DSG and each Landlord are parties in interest and shall be entitled to be heard on all issues in the Bankruptcy Case related to the Lease Assignment Agreement or the transactions contemplated thereby.

30. Nothing contained in any plan confirmed in the Debtors' chapter 11 cases or any order of this Court confirming such plan or in any other order in the Debtors' chapter 11 cases (including any order entered after any conversion of this case to a case under chapter 7 of

the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Lease Assignment Agreement or the terms of this Order.

31. The Lease Assignment Agreement and related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

32. This Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Order or the Lease Assignment Agreement, including, but not limited to, (i) any disputes related to the Transaction or the other transactions contemplated by the Lease Assignment Agreement or the enforcement of the Lease Assignment Agreement, and (ii) to protect the Debtors and/or DSG against any assertions of Interests or Claims. This Court shall hear such disputes on an expedited basis, as may be appropriate under the circumstances.

33. Notwithstanding Bankruptcy Rules 4001 and 6004, any applicable local rules or any other law that would serve to stay or limit the immediate effect of this Order, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and DSG are free to perform under the Lease Assignment Agreement at any time, subject to the terms of the Lease Assignment Agreement. For the avoidance of doubt, the Debtors are not subject to any stay in the implementation of the transactions contemplated by the Lease Assignment Agreement or this Order.

34. This Order constitutes an authorization of the conduct of the Debtors and DSG in connection herewith.

35. To the extent that anything contained in this Order explicitly conflicts with a provision in the Lease Assignment Agreement, this Order shall govern and control.

36. No bulk sales law, bulk sales tax law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Lease Assignment Agreement or this Order.

37. The terms and provisions of the Lease Assignment Agreement and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, DSG, the Landlord, their respective Affiliates, successors and assigns, and any affected third parties, including all persons or entities asserting claims, notwithstanding any subsequent appointment of any trustee, examiner or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner or receiver.

Dated: _____, 2016
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSIGNED AGREEMENTS

Atlanta, GA – Store No. 425

Assigned Lease:

1. Letter (Tenant Estoppel Certificate), dated as of July 13, 1992, by Robert Mandor, on behalf of Hamilton Plaza, Inc., to Mervyn's and The Sports Authority, Inc.
2. Letter (Tenant Estoppel Certificate Letter), dated as of February 6, 2014, by Mark Johns, on behalf of TSA Stores, Inc., to Ladder Capital Finance LLC and US 41 & I-285 Company LLC.
3. Letter (Tenant Estoppel Certificate), dated as of July 25, 1986, by Hamilton Plaza, Inc. to K mart Corporation and Mervyn's.
4. Letter (Tenant Estoppel Certificate), dated as of August 2, 2011, by David Frieder, on behalf of TSA Stores, Inc., to Capital One, N.A. and U.S. 41 & I-285 Company.
5. Letter (Tenant Estoppel Certificate Letter, dated as of August 23, 1994, by Richard J. Lynch, Jr., on behalf of The Sports Authority, to Credit Lyonnais Cayman Island Branch.
6. Indemnity Agreement, dated as of September 10, 1996, by and between US 41 & I-285 Company and The Sports Authority, Inc.
7. Amendment and Restatement of Lease, dated as of October 27, 1992, by and between Morton L. Olshan and The Sports Authority, Inc.
8. Letter, dated as of October 21, 2011, by Michael A. Tankersley, on behalf of Sports Authority, to U.S. 41 & I-285 Company and Janoff & Olshan, Inc.
9. First Amendment to Lease and Restatement of Lease, dated as of November 1, 2001, by and between U.S. 41 & I-285 Company and The Sports Authority, Inc.
10. Second Amendment to Amendment to Lease and Restatement of Lease, dated as of March 13, 2007, by and between U.S. 41 & I-285 Company and TSA Stores, Inc.

11. Third Amendment to Amendment and Restatement of Lease, dated as of April 6, 2010, by and between U.S. 41 & I-285 Company and TSA Stores, Inc.
12. Short Form (Lease), dated as of October 27, 1992, by and between Morton L. Olshan and The Sports Authority, Inc., filed and recorded October 30, 1992 in Book 6948 Page 0372 in the Cobb Superior Court.
13. Subordination, Non-Disturbance and Attornment Agreement, dated as of February 27, 2014, by and among U.S. 41 & I-285 Company, Ladder Capital Finance LLC and TSA Stores, Inc.
14. Expense Payables Vendor Master Record Update, dated as of December 7, 2011, by Sports Authority to U.S. 41 & I-285 Company.
15. Letter, dated as of September 11, 2003, by Office Max to The Sports Authority.
16. Letter, dated as of November 20, 2003, by Sports Authority to OfficeMax, Inc.

Cure Costs:

Undisputed Buyer Cure Costs: \$0
Disputed Buyer Cure Costs: \$257,114.36
Undisputed Excess Cure Costs: \$0
Disputed Excess Cure Costs: \$0

Assigned Contracts:

1. Cobb County Building and Fire Certificate of Occupancy, No. C2089, dated as of November 5, 1992, for Akers Mill S/C T: The Sports Authority Inc. for location 2963 Cobb Parkway Atlanta, GA.

Cure Costs: \$0

2. First Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 19, 1976, by and between Morton L. Olshan and Akers Mill Associates.
3. Second Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of December 31, 1976, by and between Morton L. Olshan and Akers Mill Associates.
4. Third Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 3, 1979, by and between Morton L. Olshan and Akers Mill Associates.
5. Fourth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of March 25, 1985, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded May 14, 1985 in Book 4140 Page 54 in the Cobb Superior Court.
6. Fifth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 1, 1986, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded October 1, 1986 in Book 4140 Page 54 in the Cobb Superior Court.
7. Sixth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of November 17, 1987, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded January 28, 1988 in Book 4795 Page 93 in the Cobb Superior Court.
8. Seventh Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of August 17, 1992, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded August 18, 1992 in Book 6798 Page 0396 in the Cobb Superior Court.
9. Eighth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 27, 1992, by and between Morton L. Olshan and Akers Mill Associates, filed and recorded October 30, 1992 in Book 6948 Page 0380 in the Cobb Superior Court.
10. Construction, Operating and Reciprocal Easement Agreement, dated as of February 11, 1976, by and between Morton L. Olshan and Akers Mill Associates, filed and recorded February 19, 1976 in Deed Records 1666 Folio 260 in the Cobb Superior Court.
11. Letter, dated as of October 26, 1992, from M. L. Skiles, on behalf of K mart Corporation, to Morton L. Olshan.

Cure Costs: \$0

12. ALTA Owner's Policy, Form B, dated as of August 21, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.
13. Title Policy by Chicago Title Insurance Company, dated as of September 16, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.

Cure Costs: \$0

14. Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.
15. Addendum to Sublease, dated as of August 31, 1993, by and between The Sports Authority and Office Max, Inc.
16. Short Form of Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.
17. First Amendment to Sublease, dated as of September 19, 2002, by and between The Sports Authority and Office Max, Inc.
18. Letter dated as of June 22, 2007 from Office Max to TSA Stores, Inc.
19. Letter dated as of June 29, 2007 from TSA Stores, Inc. to Office Max
20. Second Amendment to Sublease, dated as of January 26, 2011, by and between TSA Stores, Inc. and Officemax North America, Inc.
21. Letter dated as of May 9, 2014 from Office Depot / Max to TSA Stores, Inc.

Cure Costs: \$0

EXHIBIT B

LEASE ASSIGNMENT AGREEMENT

AGREEMENT OF ASSUMPTION AND ASSIGNMENT OF LEASE

THIS ASSUMPTION AND ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 5 day of October, 2016, by and between TSAWD HOLDINGS, INC. (f/k/a SPORTS AUTHORITY HOLDINGS, INC.), a Delaware corporation, and each of its subsidiaries (collectively, "Assignors"), and DICK'S SPORTING GOODS, INC., a Delaware corporation (together with any Affiliated Designee, "Assignee" and, together with Assignors, the "Parties").

I. The Lease

Reference is made to that certain Asset Purchase Agreement, dated as of July 20, 2016 (the "Designation Rights Agreement"), by and among Assignee, TSAWD Holdings, Inc. (f/k/a Sports Authority Holdings, Inc.), the other Assignors and the other parties thereto. Capitalized terms used, but not defined, in this Agreement shall be given the meanings ascribed to such terms in the Designation Rights Agreement. TSA STORES, INC., a Delaware corporation, debtor in possession and Assignor ("TSA Stores"), is the tenant under each of that certain Lease more specifically described in Exhibit A attached hereto and made a part hereof (the "Assigned Lease"), with respect to all or a portion of certain real property, which real property is more particularly described with respect to each Lease in Exhibit A attached hereto and made a part hereof (individually and collectively as the context requires, the "Premises"). A copy of each Assigned Lease is attached hereto as Exhibit B. One or more of the Assignors is also a party to each Contract set forth on Exhibit C attached hereto (individually, an "Other Assigned Agreement" and collectively the "Other Assigned Agreements" and, together with the Leases, the "Assigned Agreements"). Each landlord or other counterparty to any Assignor under each Assigned Agreement shall be referred to individually as a "Landlord" and collectively, the "Landlords".

II. Assignors' Bankruptcy Case

On March 2, 2016 (the "Petition Date"), each Assignor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 - 1330 (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). Each Assignor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee has been appointed in any Assignor's Chapter 11 case.

III. Assignors' Assignment of the Assigned Agreements and Related Acquired Assets

Assignee is desirous of having Assignors assume each of the Assigned Agreements and, subject to the Lease Assignment Order, to grant, sell, assign, convey and transfer to Assignee (or its designee), pursuant to sections 363 and 365 of the Bankruptcy Code and free and clear of any and all Encumbrances of any and every kind, nature and description (other than Permitted Encumbrances), on the terms and conditions set forth herein and in the Designation Rights Agreement, all of Assignors' right, title and interest of any kind or nature in and to the Assigned Agreements including, without limitation, the right to pos-

session of the Premises, together with all related Acquired Assets.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Pursuant to the terms and for the consideration set forth below, Assignors hereby agree to assume the Assigned Agreements and, subject to the applicable Lease Assignment Order, sell, transfer, assign, convey, and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Assignee, its successors and assigns, free and clear of any and all Encumbrances of any and every kind, nature and description (other than Permitted Encumbrances), all of Assignors' right, title, and interest in and to the Assigned Agreements and all related Acquired Assets (the "Assignment") and Assignee hereby agrees to accept the Assignment. Assignee hereby agrees to assume the Assumed Liabilities pertaining to the Assigned Agreements and related Acquired Assets; provided that Assignee shall not assume, be deemed to assume or become obligated in any way to pay or perform any Excluded Liabilities. Except as set forth in the Approval Order or the applicable Lease Assignment Order, Assignee hereby recognizes and acknowledges that each Landlord's right to full performance of all terms, conditions and covenants of the applicable Lease remains in full force and effect on and after the Assignment Date (as defined below). Except to the extent set forth in this Agreement, the Approval Order or the applicable Lease Assignment Order, or otherwise agreed in writing by Landlord, effective as of the Assignment Date, Assignee (or its designee) shall assume all of the terms, conditions and covenants of each Assigned Agreement that first arise after the consummation of the Assignment, and agrees, following the consummation of the Assignment, to assume and undertake to pay, perform and discharge all of Assignor's obligations and duties with respect to each Assigned Agreement that first arise after the consummation of the Assignment. Notwithstanding anything to the contrary set forth in this Agreement, neither Assignee nor its designee shall have any obligations in respect of any portion of any year-end adjustment (including, without limitation, for rents, utilities, taxes, insurance, fees, any common area maintenance charges, and percentage rent) arising under the Assigned Agreements for the calendar year in which the Closing occurs attributable to the portion of such calendar year occurring prior to the Assignment Date or for any previous calendar year and Assignors shall fully indemnify and hold harmless Assignee and its designee with respect thereto. Further, pursuant to section 365(f) of the Bankruptcy Code, on and after the Assignment Date, except as expressly set forth in this Agreement, Assignor and its estate shall be relieved from any liability for any breach of the Lease occurring after the consummation of the Assignment, and Assignee agrees to indemnify and hold Assignor harmless from any default in the performance of such terms, conditions and covenants occurring after the consummation of the Assignment.

A. Cure Costs -- On the Assignment Date, Assignors shall pay the Excess Cure Costs and Assignee shall pay the Buyer Cure Costs, in each case under each of the Assigned Agreements to the applicable Landlord in accordance with the terms of the Designation Rights Agreement and the Approval Order.

B. Closing and Effective Date of Assignment -- The closing of the transactions contemplated hereby (the “Closing”) shall take place within one (1) business day following satisfaction of the conditions to the Closing (other than those conditions that, by their nature, are to be satisfied at the Closing) set forth below (such date, the “Assignment Date”); provided, however, that the Closing shall take place on the same day as such conditions are satisfied if such conditions are first satisfied on the last day of the Designation Rights Period with respect to the Assigned Lease; provided further that Assignee shall not be obligated to consummate the Closing on any date after the last day of the Designation Rights Period with respect to the Assigned Lease.

C. Occupancy Expenses -- Assignors and Assignee agree that Occupancy Expenses with respect to each Lease shall be paid in accordance with the terms of the Designation Rights Agreement.

D. Bankruptcy Court Approval -- Each party’s obligations to consummate the Closing and the Assignment under this Agreement are subject to, and expressly conditioned upon, (a) Assignors obtaining a Lease Assignment Order with respect to this Agreement, which Lease Assignment Order has not been stayed, stayed pending appeal, vacated or modified and (b) no law, rule or regulation of any applicable governmental authority or judgment, order or decree of any applicable court or other adjudicatory body shall be in effect that makes illegal or otherwise restrains, prohibits or conditions consummation of any of the transactions contemplated by this Agreement.

E. Conditions to Assignee’s Obligations -- Assignee’s, but not Assignors’, obligations to consummate the Closing and the Assignment under this Agreement are further subject to, and expressly conditioned upon, (i) the payment by Assignors of the Excess Cure Costs under each of the Assigned Agreements to the applicable Landlord in accordance with the terms of the Designation Rights Agreement and the Approval Order, (ii) all of the covenants and agreements in this Agreement to be complied with or performed by Assignors on or before the Assignment Date having been complied with and performed by Assignors in all material respects and all representations and warranties of Assignors under this Agreement being true and correct in all material respects as of the date of this Agreement and the Assignment Date as if made on each such date (except for any representation or warranty made as of a specified date, which shall be true and correct in all material respects as of such specified date), (iii) all liquidation sales proposed to be conducted at any of the Premises having concluded and (iv) Assignors’ delivery of all Assignment Deliverables (as defined below).

F. Conditions to Assignee’s and Assignor’s Obligations -- Assignee’s and Assignor’s obligations to consummate the Closing and the Assignment under this Agreement are further subject to, and expressly conditioned upon either (i) entry by Assignee and each applicable Landlord into an amendment to the Assigned Lease in form and substance acceptable to Assignee in its sole discretion (the “Acceptable Amendment Condition”) and the delivery of written notice by the Assignee to the Assignors that the Acceptable Amendment Condition has been satisfied on or prior to the last day of the Designation Rights Period with respect to the Assigned Lease or (ii) the Assignee’s waiver of the Acceptable Amendment Condition (in writing and delivered to Assignor) on or prior to the

last day of the Designation Rights Period with respect to the Assigned Lease. To the extent that either (x) the Assignee has not provided written notice to the Assignors that the Acceptable Amendment Condition is satisfied or waived in accordance with the foregoing as of the end of the last day of the Designation Rights Period with respect to the Assigned Lease or (y) the Assignee provides written notice to the Assignors that, in the judgment of the Assignee, the Acceptable Amendment Condition will not be satisfied or waived, this Agreement shall automatically terminate and (i) all obligations of the Assignor and Assignee under this Agreement shall be deemed null and void, and (ii) the Assigned Lease shall continue to be a Lease (as defined in the Designation Rights Agreement) subject to the terms of the Designation Rights Agreement in all respects. For the avoidance of doubt, following such termination, Assignee may deliver a new Buyer Assumption Notice or Buyer Rejection Notice with respect to the Assigned Lease (subject to all of the terms of the Designation Rights Agreement, including limitations on when such a notice may be delivered).

G. Assignment Deliverables -- On the Assignment Date, Assignors shall deliver to Assignee (i) an Assignment and Assumption Agreement with respect to each Assigned Agreement in a form reasonably acceptable to Assignee (each, an "Assignment and Assumption"), (ii) a FIRPTA certificate in form and substance reasonably acceptable to Assignee, (iii) all applicable transfer tax forms or certifications, (iv) a bill of sale with respect to the all items of personal property constituting Acquired Assets, (v) a landlord notice in a form reasonably acceptable to Assignee, (vi) copies of all Landlords' tax, insurance and common area maintenance statements (and all audits of same, if any) pursuant to the Leases in the possession of Assignors, including the most current statements or invoices from the Landlords, (vii) such other instruments (including in recordable form) and agreements as may be reasonably requested by Assignee to effect the purchase and assignment and assumption of the Acquired Assets, in form and substance reasonably satisfactory to Assignee, (viii) Assignors' original file for each of the Leases (including without limitation originals of the fully executed Lease, together with all exhibits, schedules and addenda thereto, all amendments, modifications and supplements thereto, all related letter agreements, correspondence, renewal notices and estoppel certificates (including without limitation estoppel certificates issued by any party under any applicable operation and easement agreement, reciprocal easement agreement, declaration of covenants, conditions and restrictions or similar documents (each, an "OEA")), all accounting records, gross sales records (to the extent reporting of gross sales is required pursuant to each such Lease) and audit files (whether generated internally or by a third party), all surveys of the Premises or the common areas of the shopping center in which the Premises is located with respect to compliance with Laws, all applicable OEAs and all amendments, modifications and supplements thereto, Assignors' title insurance policy, together with legible copies of all exception documents, any agreements confirming the commencement date or other relevant dates in the Lease, recorded copies of any memorandum of Lease, and lease abstracts), and (ix) originals (if available, including CAD files; otherwise copies) of the Plans and Permits, keys to the Premises, security codes for the Premises or any of the Improvements and any other item, document or information in the possession or control of Assignors needed to operate a retail store from the Premises. All documents, instruments and other materials referred to in the preceding sentence are referred to as the "Assignment Deliverables."

H. Termination -- This Agreement may be terminated by either Assignors or Assignee if (i) the Bankruptcy Court shall have stated unconditionally that it will not enter a Lease Assignment Order with respect to this Agreement or (ii) any applicable governmental authority shall have enacted, issued, promulgated, enforced or entered any applicable law, rule, regulation, or any applicable court or other adjudicatory body shall have entered any judgment, order or decree, in each case which is in effect and has the effect of making any of the transactions contemplated by this Agreement illegal or otherwise restraining, prohibiting or conditioning consummation of the transactions contemplated by this Agreement and which is not satisfied, resolved or preempted by the Lease Assignment Order. This Agreement may be terminated by Assignee either (x) in the event of any breach by any Assignor of any of its agreements, covenants, representations or warranties contained herein that would result in the failure of any condition set forth in Section E or Section G to be satisfied (provided that Assignee is not in material breach of its agreements, covenants, representations or warranties contained herein) or (y) if the Closing does not occur on or prior to the last day of the Designation Rights Period with respect to the Assigned Lease. This Agreement may be terminated by Assignors in the event of any material breach by Assignee of agreements, covenants, representations or warranties contained herein (provided that no Assignor is in breach of any of its agreements, covenants, representations or warranties contained herein that would result in the failure of any condition set forth in Section E or Section G to be satisfied).

I. Bankruptcy Court Matters -- Assignors shall use reasonable best efforts to (a) cause the Bankruptcy Court to approve and authorize the transactions contemplated by this Agreement through entry of the Lease Assignment Order, and (b) file any necessary notice or pleadings required in connection therewith. Assignee agrees that it will reasonably cooperate in obtaining Bankruptcy Court approval of the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information reasonably necessary for providing adequate assurance information to the landlord under the Assigned Lease. If the approval of the transactions contemplated by this Agreement shall be appealed, Assignors shall use its reasonable best efforts to defend such appeal.

J. Free and Clear of Liens and Encumbrances -- Upon entry of the Lease Assignment Order, the Assigned Agreements and all related Acquired Assets shall be free and clear of any Encumbrances of any and every kind, nature and description (other than Permitted Encumbrances), all such interests to attach to the proceeds paid to Assignors by Assignee as consideration for the Designation Rights pursuant to the terms of the Designation Rights Agreement.

K. "As Is Where Is" Transaction -- Assignee hereby acknowledges and agrees that Assignors make no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assigned Agreements and related Acquired Assets except as expressly set forth in this Agreement. Without in any way limiting the foregoing, except as expressly set forth in this Agreement, Assignors hereby disclaim any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Assigned Agreements or related Acquired Assets. Accordingly, except as expressly set forth in this Agreement, Assignee will accept the Lease "AS IS" and "WHERE IS."

L. Representations and Warranties of Assignors -- Assignors hereby represent and warrant to Assignee that as of the date hereof and as of the Assignment Date, (i) all of the representations and warranties of Assignors set forth in Article VI of the Designation Rights Agreement with respect to Assignors, the Assigned Agreements or any related Acquired Assets are true and correct as if made on each such date (except for any representation or warranty made as of a specified date, which shall be true and correct as of such specified date) and (ii) each Assignor has duly performed all obligations of such Assignor under the Designation Rights Agreement, unless such obligations were previously waived by Assignee. The representations and warranties of Assignors will expire upon the earlier of (a) the Assignment Date or (b) the termination of this Agreement.

M. No Transfers -- Assignors shall not sell, transfer, assign or otherwise dispose of any Assigned Agreements or any related Acquired Assets (except to Assignee pursuant to the terms of this Agreement) or create, incur, assume or suffer to exist Encumbrances (other than Permitted Encumbrances) upon or with respect to any of the Assigned Agreements or any related Acquired Assets.

N. Condition of Premises; Access -- Assignors shall (i) maintain and preserve the Premises, the Assigned Agreements and all related Acquired Assets in the condition in which they exist on the date hereof (including by using its commercially reasonable efforts to renew any Assigned Agreements that come up for renewal in the ordinary course of business) and, with respect to the Premises, in the condition required under the respective Leases, except for reasonable wear and tear, (ii) use commercially reasonable efforts to cause the Landlords to perform such party's covenants, agreements and obligations under the respective Assigned Agreements and (iii) not take any action with respect to Taxes or Tax matters that could reasonably be expected to result in an Encumbrance (other than Encumbrances that will be fully discharged pursuant to the Lease Assignment Order) on the Assigned Agreements or other Acquired Assets or an increase in the Tax Liability of Assignee. Assignors shall deliver the Premises to Assignee vacant and in "broom clean" condition (other than as a result of the presence of the Acquired Assets) on the Assignment Date, with all Improvements in good working order and condition in material compliance with all applicable laws, rules and regulations, free and clear of all occupancies and free from all trash, rubbish and debris. Assignors shall permit Assignee and its representatives to have, upon reasonable advance written notice, reasonable access to the Premises and all Books and Records and Plans and Permits relating thereto or to the Assigned Agreements during normal business hours, and in a manner so as not to interfere unreasonably with the normal business operations of Assignors.

O. Adequate Assurance Data -- Prior to or with the execution of this Agreement, Assignee has supplied Assignors with: (i) the full name and identity of Assignee; (ii) a current financial statement or such other proof of financial condition of Assignee; and (iii) a written statement of Assignee's expected use of the Premises. Assignee agrees to work cooperatively with the Landlord to provide any additional information that the Landlord or Assignors reasonably request in furtherance of obtaining Bankruptcy Court approval for this Agreement.

P. Possession -- Assignors agree to provide Assignee with exclusive possession of

the Premises on the Assignment Date.

Q. Initial Rent -- Upon the consummation of the Assignment, except as otherwise set forth in the Designation Rights Agreement, this Agreement and the other Transaction Documents, Assignee shall be responsible for, and shall pay, rent and other obligations and charges due under each Assigned Agreement to Landlord in accordance with the terms of each Assigned Agreement accruing, and applicable to periods of time, from and after the Assignment Date (other than any portion of any year-end adjustment allocated to Assignors pursuant to the terms of this Agreement).

R. Reimbursement by Assignee -- Except as otherwise set forth in the Designation Rights Agreement, this Agreement and the other Transaction Documents, Assignee shall reimburse Assignors for any rent or related charges due under any Assigned Agreement for any period subsequent to the Assignment Date that are paid by Assignors to any Landlord (other than any portion of any year-end adjustment allocated to Assignors pursuant to the terms of this Agreement). Any such amounts shall be reimbursed by Assignee to Assignors within two (2) days of the Assignment Date.

S. Commission -- With the exception of (i) consulting fees payable by Assignors to A&G Asset Management, LLC, which shall be paid solely by Assignors, and (ii) any brokers utilized by Assignee in the normal course of business who shall be compensated, if at all, by Assignee, each of Assignors and Assignee represents and warrants to the other that it has not entered into any contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which the other could become liable or obligated to pay. Each of Assignors and Assignee shall indemnify and hold the other harmless from and against any and all claims, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' fees and disbursements, that such Party or any of its Affiliates may sustain, incur or be exposed to, by reason of any claim or claims against such Party or Affiliate by any broker, finder or other person or entity retained by the other party for fees, commissions or other compensation arising out of the transactions contemplated herein if such claim or claims are based, in whole or in part, on dealings or agreements with the other.

T. Miscellaneous

(1) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and to the extent permissible and not inconsistent with the laws of the State of Delaware, under the laws of the state where the Premises is located. The parties agree that the Bankruptcy Court shall have exclusive jurisdiction over any disputes hereunder, and they each hereby consent to such jurisdiction.

(2) This Agreement, the Assignment Deliverables, the Designation Rights Agreement and the other Transaction Documents set forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes any prior instruments, arrangements and understandings relating to the subject matter hereof, except the Assigned Agreements.

(3) This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the other Parties (which consent maybe granted or withheld in the sole discretion of such other Party); provided that Assignee may assign its rights under this Agreement to an Affiliate designated by it in writing to Assignors prior to the consummation of the Assignment (an "Affiliated Designee"); provided, further, that no such assignment to an Affiliated Designee shall relieve Assignee of any of its obligations hereunder.

(4) This Agreement may be executed with counterpart signature pages or in more than one counterpart, all of which shall be deemed one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to all the parties.

(5) If any term, covenant or condition of this Agreement or its application to any person or circumstances shall be invalid or unenforceable, the remainder of those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

(6) Any notice, demand, request or other communication that any party hereto may be required or may desire to give hereunder ("Notice" or "Notices") shall be in writing and shall be given as follows: (a) by hand delivery; or (b) by overnight mail via Federal Express or other reputable express courier service:

If to Assignors:

c/o TSA STORES, INC.
1050 West Hampden Avenue
Englewood, Colorado 80110
Attention: Property Management

With a copy to:

Gibson, Dunn & Crutcher LLP
333 South Grand Avenue
Los Angeles, CA 90071-1512
Attention: Robert A. Klyman

If to Assignee:

Dick's Sporting Goods, Inc.
345 Court Street
Coraopolis, PA 15108
Attention: Senior Vice President, General Counsel

with a copy to:

Dick's Sporting Goods, Inc.

345 Court Street
Coraopolis, PA 15108
Attention: David Barnes; Matthew Irvin
Email: david.barnes@dcs.com; matthew.irvin@dcs.com

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Scott K. Charles, Esq.; Neil M. Snyder, Esq.
Email: skcharles@wlrk.com; nmsnyder@wlrk.com

or at such other address or to such other addressee as the party to be served with Notice shall have furnished in writing to the party seeking or desiring to serve Notice as a place for the service of Notice. Notices shall be deemed to have been received on the next business day if given by overnight mail.

IN WITNESS WHEREOF, this Assignment has been duly executed this 5th day of October, 2016.

ASSIGNORS:

TSAWD Holdings, Inc. (f/k/a Sports Authority Holdings, Inc.)

By: _____
Name: Douglas Garrett
Title: President, TSAWD Holdings, Inc. and
Chairman of the TSA Wind Down Committee

Slap Shot Holdings Corp.

By: _____
Name: Douglas Garrett
Title: President, Slap Shot Holdings Corp. and
Chairman of the TSA Wind Down Committee


TSAWD, Inc. (f/k/a The Sports Authority, Inc.)

By: _____
Name: Douglas Garrett
Title: President, TSAWD, Inc. and
Chairman of the TSA Wind Down Committee


TSA Stores, Inc.

By: _____
Name: Douglas Garrett
Title: President, TSA Stores, Inc. and
Chairman of the TSA Wind Down Committee

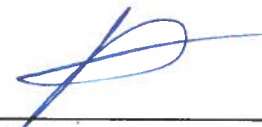
TSA Gift Card, Inc.

By: 
Name: Douglas Garrett
Title: Secretary, TSA Gift Card, Inc. and
Chairman of the TSA Wind Down Committee

TSA Ponce, Inc.

By: 
Name: Douglas Garrett
Title: Secretary, TSA Ponce, Inc. and
Chairman of the TSA Wind Down Committee

TSA Caribe, Inc.

By: 
Name: Douglas Garrett
Title: Secretary, TSA Caribe, Inc. and
Chairman of the TSA Wind Down Committee

ASSIGNEE:

DICK'S SPORTING GOODS, INC.

By: Joseph R Oliver
Name: Joseph R Oliver
Title: SVP & Chief Acct Officer

MOA

Exhibit A

Leases and Premises

Atlanta, GA – Store No. 425

Agreements Comprising Assigned Lease:

1. Letter (Tenant Estoppel Certificate), dated as of July 13, 1992, by Robert Mandor, on behalf of Hamilton Plaza, Inc., to Mervyn's and The Sports Authority, Inc.
2. Letter (Tenant Estoppel Certificate Letter), dated as of February 6, 2014, by Mark Johns, on behalf of TSA Stores, Inc., to Ladder Capital Finance LLC and US 41 & I-285 Company LLC.
3. Letter (Tenant Estoppel Certificate), dated as of July 25, 1986, by Hamilton Plaza, Inc. to K mart Corporation and Mervyn's.
4. Letter (Tenant Estoppel Certificate), dated as of August 2, 2011, by David Frieder, on behalf of TSA Stores, Inc., to Capital One, N.A. and U.S. 41 & I-285 Company.
5. Letter (Tenant Estoppel Certificate Letter, dated as of August 23, 1994, by Richard J. Lynch, Jr., on behalf of The Sports Authority, to Credit Lyonnais Cayman Island Branch.
6. Indemnity Agreement, dated as of September 10, 1996, by and between US 41 & I-285 Company and The Sports Authority, Inc.
7. Amendment and Restatement of Lease, dated as of October 27, 1992, by and between Morton L. Olshan and The Sports Authority, Inc.
8. Letter, dated as of October 21, 2011, by Michael A. Tankersley, on behalf of Sports Authority, to U.S. 41 & I-285 Company and Janoff & Olshan, Inc.
9. First Amendment to Lease and Restatement of Lease, dated as of November 1, 2001, by and between U.S. 41 & I-285 Company and The Sports Authority, Inc.
10. Second Amendment to Amendment to Lease and Restatement of Lease, dated as of March 13, 2007, by and between U.S. 41 & I-285 Company and TSA Stores, Inc.
11. Third Amendment to Amendment and Restatement of Lease, dated as of April 6, 2010, by and between U.S. 41 & I-285 Company and TSA Stores, Inc.
12. Short Form (Lease), dated as of October 27, 1992, by and between Morton L. Olshan and The Sports Authority, Inc., filed and recorded October 30, 1992 in Book 6948 Page 0372 in the Cobb Superior Court.
13. Subordination, Non-Disturbance and Attornment Agreement, dated as of February 27, 2014, by and among U.S. 41 & I-285 Company, Ladder Capital Finance LLC and TSA Stores, Inc.
14. Expense Payables Vendor Master Record Update, dated as of December 7, 2011, by Sports Authority to U.S. 41 & I-285 Company.
15. Letter, dated as of September 11, 2003, by Office Max to The Sports Authority.
16. Letter, dated as of November 20, 2003, by Sports Authority to OfficeMax, Inc.

Premises:

2955 Cobb Parkway, Suite 310, Atlanta, GA 30339

Exhibit B

Copies of Leases

Exhibit C

Other Assigned Agreements

1. Cobb County Building and Fire Certificate of Occupancy, No. C2089, dated as of November 5, 1992, for Akers Mill S/C T: The Sports Authority Inc. for location 2963 Cobb Parkway Atlanta, GA.
2. First Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 19, 1976, by and between Morton L. Olshan and Akers Mill Associates.
3. Second Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of December 31, 1976, by and between Morton L. Olshan and Akers Mill Associates.
4. Third Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of May 3, 1979, by and between Morton L. Olshan and Akers Mill Associates.
5. Fourth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of March 25, 1985, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded May 14, 1985 in Book 4140 Page 54 in the Cobb Superior Court.
6. Fifth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 1, 1986, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded October 1, 1986 in Book 4140 Page 54 in the Cobb Superior Court.
7. Sixth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of November 17, 1987, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded January 28, 1988 in Book 4795 Page 93 in the Cobb Superior Court.
8. Seventh Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of August 17, 1992, by and between Morton L. Olshan and Hamilton Plaza Associates, filed and recorded August 18, 1992 in Book 6798 Page 0396 in the Cobb Superior Court.
9. Eighth Amendment to Construction, Operating and Reciprocal Easement Agreement, dated as of October 27, 1992, by and between Morton L. Olshan and Akers Mill Associates, filed and recorded October 30, 1992 in Book 6948 Page 0380 in the Cobb Superior Court.
10. Construction, Operating and Reciprocal Easement Agreement, dated as of February 11, 1976, by and between Morton L. Olshan and Akers Mill Associates, filed and

recorded February 19, 1976 in Deed Records 1666 Folio 260 in the Cobb Superior Court.

11. Letter, dated as of October 26, 1992, from M. L. Skiles, on behalf of K mart Corporation, to Morton L. Olshan.
12. ALTA Owner's Policy, Form B, dated as of August 21, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.
13. Title Policy by Chicago Title Insurance Company, dated as of September 16, 1992, prepared by Slutzky, Wolfe and Bailey for the insured, The Sports Authority, Inc.
14. Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.
15. Addendum to Sublease, dated as of August 31, 1993, by and between The Sports Authority and Office Max, Inc.
16. Short Form of Sublease, dated as of February 19, 1993, by and between The Sports Authority and Office Max, Inc.
17. First Amendment to Sublease, dated as of September 19, 2002, by and between The Sports Authority and Office Max, Inc.
18. Letter dated as of June 22, 2007 from Office Max to TSA Stores, Inc.
19. Letter dated as of June 29, 2007 from TSA Stores, Inc. to Office Max
20. Second Amendment to Sublease, dated as of January 26, 2011, by and between TSA Stores, Inc. and Officemax North America, Inc.
21. Letter dated as of May 9, 2014 from Office Depot / Max to TSA Stores, Inc.