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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-K**

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the fiscal year ended **January 28, 2012**

*Commission File No.001-31463*

**DICK'S SPORTING GOODS, INC.**

(Exact name of registrant as specified in its charter)

Delaware 16-1241537  
(State or other jurisdiction of incorporation (I.R.S. Employer Identification No.)  
or  
organization)

345 Court Street, Coraopolis, Pennsylvania 15108  
(724) 273-3400  
(Address of principal executive offices, zip code, telephone number)

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of each class</u>	<u>Name of Each Exchange on which Registered</u>
Common Stock, \$0.01 par value	The New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act:**

None

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Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this

Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Act (check one).

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting common equity held by non-affiliates of the registrant was \$3,529,033,508 as of July 29, 2011 based upon the closing price of the registrant's common stock on the New York Stock Exchange reported for July 29, 2011.

The number of shares of common stock and Class B common stock of the registrant outstanding as of March 5, 2012 was 96,604,517 and 24,960,870, respectively.

Documents Incorporated by Reference: Part III of this Form 10-K incorporates certain information from the registrant's definitive proxy statement for its Annual Meeting of Stockholders to be held on June 6, 2012 (the "2012 Proxy Statement").

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## Forward-Looking Statements

We caution that any forward-looking statements (as such term is defined in the Private Securities Litigation Reform Act of 1995) contained in this Annual Report on Form 10-K or made by our management involve risks and uncertainties and are subject to change based on various important factors, many of which may be beyond our control. Accordingly, our future performance and financial results may differ materially from those expressed or implied in any such forward-looking statements. Investors should not place undue reliance on forward-looking statements as a prediction of actual results. You can identify these statements as those that may predict, forecast, indicate or imply future results, performance or advancements and by forward-looking words such as "believe", "anticipate", "expect", "estimate", "predict", "intend", "plan", "project", "goal", "will", "will be", "will continue", "will result", "could", "may", "might" or any variations of such words or other words with similar meanings. Forward-looking statements address, among other things, our expectations, our growth strategies, including our plans to open new stores, our efforts to increase profit margins and return on invested capital, plans to grow our private brand business, projections of our future profitability, results of operations, capital expenditures, plans to return capital to stockholders through dividends or share repurchases, our financial condition or other "forward-looking" information and include statements about revenues, earnings, spending, margins, costs, liquidity, store openings, e-commerce and operations, inventory, private brand products, or our actions, plans or strategies.

The following factors, among others, in some cases have affected and in the future could affect our financial performance and actual results, and could cause actual results for fiscal 2012 and beyond to differ materially from those expressed or implied in any forward-looking statements included in this report or otherwise made by our management:

- Our business is dependent on the general economic conditions in our markets and the ongoing economic and financial downturn may cause a decline in consumer spending that may adversely affect the Company's business, operations, liquidity, financial results and stock price;
- Our quarterly operating results and same store sales may fluctuate substantially;
- Our ability to access adequate capital to operate and expand our business and to respond to changing business and economic conditions;
- The intense competition in the sporting goods industry;
- Lack of available retail store sites on terms acceptable to us, rising real estate prices and other costs and risks relating to our stores, or our inability to open new stores on a timely basis or otherwise expand successfully in new or existing markets;
- Changes in consumer demand or shopping patterns;
- Unauthorized disclosure of sensitive, personal or confidential customer information;
- Risks and costs relating to the products we sell, including: product liability claims and the availability of recourse to third parties, including under our insurance policies; product recalls; and the regulation of and other hazards associated with certain products we sell, such as hunting rifles and ammunition;
- Disruptions in our or our vendors' supply chain, including as a result of political instability, foreign trade issues, the impact of the ongoing economic and financial downturn on distributors or other reasons;
- Our relationships with our vendors, including potential increases in the costs of their products and our ability to pass those cost increases on to our customers, their ability to maintain their inventory and production levels and their ability or willingness to provide us with sufficient quantities of products at acceptable prices;

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- Factors that could negatively affect our private brand offerings, including fluctuations in the cost of products resulting from increases in raw material prices and other factors, reliance on foreign sources of production, compliance with government and industry safety standards, and intellectual property risks;
- The loss of our key executives, especially Edward W. Stack, our Chairman and Chief Executive Officer;
- Current exchange rate fluctuations;
- Costs and risks associated with increased or changing laws and regulations affecting our business, including those relating to labor, employment and the sale of consumer products;
- Our ability to secure and protect our trademarks, patents and other intellectual property;
- Risks relating to operating as an omni-channel retailer, including the impact of rapid technological change, internet security and privacy issues, the threat of systems failure or inadequacy, increased or changing governmental regulation and increased competition;
- Disruption of or other problems with the services provided by our third-party service provider for our e-commerce website or our information systems;
- Any serious disruption at our distribution facilities;
- The seasonality of our business;
- Regional risks because our stores are generally concentrated in the eastern half of the United States;
- Our pursuit of strategic investments or acquisitions, including costs and uncertainties associated with combining businesses and/or assimilating acquired companies;
- Our ability to meet our labor needs;
- We are controlled by our Chief Executive Officer and his relatives, whose interests may differ from those of our other stockholders;
- Potential volatility in our stock price;
- Our current anti-takeover provisions, which could prevent or delay a change in control of the Company;
- Impairment in the carrying value of goodwill or other acquired intangibles;
- Our current intention to issue quarterly cash dividends; and
- Our repurchase activity, if any, pursuant to our share repurchase program.

The foregoing and additional risk factors are described in more detail herein under Item 1A. "Risk Factors". In addition, we operate in a highly competitive and rapidly changing environment; therefore, new risk factors can arise, and it is not possible for management to predict all such risk factors, nor to assess the impact of all such risk factors on our business or the extent to which any individual risk factor, or combination of risk factors, may cause results to differ materially from those contained in any forward-looking statement. We do not assume any obligation and do not intend to update any forward-looking statements except as may be required by the securities laws.

## **PART I**

### **ITEM 1. BUSINESS**

#### **General**

Dick's Sporting Goods, Inc. (referred to as the "Company", "Dick's" or in the first person notations "we", "us" and "our" unless specified otherwise) is an authentic full-line sporting goods retailer offering a broad assortment of high quality, competitively-priced brand name sporting goods equipment, apparel and footwear in a specialty store environment. The Company also owns and operates Golf Galaxy, LLC, a golf specialty retailer ("Golf Galaxy"), and maintains e-commerce operations for both Dick's and Golf Galaxy. Dick's was founded in 1948 when Richard "Dick" Stack, the father of Edward W. Stack, our Chairman and Chief Executive Officer, opened his original bait and tackle store in Binghamton, New York. Edward W. Stack joined his father's business full-time in 1977, and in 1984, became President and Chief Executive Officer of the then two store chain. Our goal is to provide products, services and an in-store experience that enhance our customers' performance and enjoyment of their sports and outdoor activities.

We were incorporated in 1948 in New York under the name Dick's Clothing and Sporting Goods, Inc. In November 1997, we reincorporated as a Delaware corporation, and in April 1999 we changed our name to Dick's Sporting Goods, Inc. Our executive office is located at 345 Court Street, Coraopolis, Pennsylvania 15108 and our phone number is (724) 273-3400. Our website is located at [www.DicksSportingGoods.com](http://www.DicksSportingGoods.com). The information on our website does not constitute a part of this annual report. We include on our website, free of charge, copies of our prior annual and quarterly reports filed on Forms 10-K and 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to the Securities Exchange Act of 1934, as amended.

As of January 28, 2012, the Company operated 480 Dick's Sporting Goods stores in 43 states and 81 Golf Galaxy stores in 30 states. Additionally, the Company operates e-commerce operations for both Dick's and Golf Galaxy.

#### **Business Strategy**

The key elements of our business strategy are:

*Authentic Sporting Goods Retailer.* Our history and core foundation is as a retailer of high quality authentic athletic equipment, apparel and footwear, intended to enhance our customers' performance and enjoyment of athletic pursuits, rather than focusing our merchandise selection on the latest fashion trend or style. We believe our customers seek genuine, deep product offerings, and ultimately this merchandising approach positions us with advantages in the market, which we believe will continue to benefit from new product offerings with enhanced technological features.

*Broad Assortment of Brand Name Merchandise at Multiple Price Points.* We carry a wide variety of well-known brands, including Nike, The North Face, Columbia, adidas, TaylorMade-adidas Golf, Callaway Golf and Under Armour, as well as private brand products on an exclusive basis under names such as Slazenger, Maxfli, Field & Stream, adidas baseball, Köppen, Fitness Gear, Walter Hagen, Nishiki, Nickent, Umbro and Reebok. The breadth of our product selections in each category of sporting goods offers our customers a wide range of good, better and best price points and enables us to address the needs of sporting goods consumers, from the beginner to the sport enthusiast. We seek to offer value to our customers and develop and maintain a reputation as a provider of value at each price point.

*Expertise and Service.* We enhance our customers' shopping experience by providing knowledgeable and trained customer service professionals and value added services. For example, we were the first full-line sporting goods retailer to have active members of the Professional Golfers' Association of America ("PGA") and Ladies Professional Golf Association ("LPGA") working in our stores. As of January 28,

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2012, we employed 539 PGA and LPGA professionals in our Dick's golf departments and our Golf Galaxy stores. As of January 28, 2012, we also employed 573 bike mechanics to sell and service bicycles and 386 certified fitness trainers who provide advice on the best fitness equipment for our customers. All of our stores also provide support services such as golf club grip replacement, bicycle repair and maintenance and home delivery and assembly of fitness equipment.

*Interactive "Store-Within-A-Store".* Our Dick's Sporting Goods stores typically contain five separately identifiable specialty departments. We seek to create a distinct look and feel for each "store-within-a-store" department to heighten the customer's interest in the products offered. A typical Dick's store has the following in-store specialty shops: (i) the Golf Pro Shop, which carries a full range of products featuring major golf suppliers such as TaylorMade-adidas Golf, Callaway Golf, Titleist, Adams Golf, FootJoy and Nike Golf as well as our exclusive brands, Walter Hagen, Maxfli, Nickent and Slazenger. The Golf Pro Shop features a putting green, golf simulators and launch monitors as well as video monitors featuring golf tournaments and instruction on the Golf Channel or other sources; (ii) the Footwear Center, featuring hardwood floors, a track for testing athletic shoes and a bank of video monitors playing sporting events; (iii) the Fitness Center, providing an extensive selection of equipment for today's most popular fitness activities, including a dedicated cycle shop designed to sell and service bicycles, complete with a mechanics' work area and equipment on the sales floor; (iv) the Lodge for the hunting and fishing outdoorsman, designed to have the look of an authentic bait and tackle shop; and (v) Team Sports, a seasonal sports area displaying sports equipment and athletic apparel associated with specific seasonal sports, such as football, baseball, soccer and lacrosse. Our stores provide interactive opportunities by allowing customers to test golf clubs in our indoor driving range, shoot bows in our archery range, or run on our footwear track.

Our Golf Galaxy stores are designed to create an exciting and interactive shopping environment that highlights our extensive product assortments and value-added services. Interactive areas, such as an artificial bent grass putting green and golf simulators, add to the entertainment value of the shopping experience. Our store design and equipment displays encourage customers to test our products before making a purchase decision. Our highly visible service areas reinforce the expertise available from our staff.

*Exclusive Brand Offerings.* We offer a wide variety of products on an exclusive basis under various brands such as Maxfli, Field & Stream, Slazenger, Reebok, adidas baseball, Köppen, Umbro, Walter Hagen, Nickent, Fitness Gear, DBX, Tailgate Gear, Quest and Nishiki. Our exclusive brands and styles offer exceptional value and quality to our customers at each price point and obtain higher gross margins than we obtain on sales of comparable branded products. Our team designs and develops these brands to offer our customers differentiated assortments from our competitors. We have invested in a development and procurement staff that continually sources products targeted specifically to the needs of a Dick's Sporting Goods and Golf Galaxy consumer.

### **Merchandising**

We offer a full range of sporting goods and active apparel at each price point in order to appeal to the beginner, intermediate and enthusiast sports consumer. The merchandise we carry includes one or more of the leading manufacturers in each category. Our objective is not only to carry leading brands, but a full range of products within each brand, including premium items for the sports enthusiast. As beginners and intermediates move to higher levels in their sports, we expect to be prepared to meet their needs.

We believe that the range of the merchandise we offer, particularly for the enthusiast sports consumer, distinguishes us from other large format sporting goods stores. We also believe that the range of merchandise we offer allows us to compete effectively against all of our competitors, from traditional independent sporting goods stores and specialty shops to other large format sporting goods stores and mass merchant discount retailers.

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The following table sets forth the approximate percentage of our sales attributable to the apparel, footwear and hardlines categories for the periods presented:

Merchandise Category	Fiscal Year		
	2011	2010	2009
Apparel	29%	28%	28%
Footwear	19%	18%	16%
Hardlines <sup>(1)</sup>	52%	54%	56%
Total	100%	100%	100%

(1) Includes items such as sporting goods equipment, fitness equipment, hunting and fishing gear and golf equipment.

*Apparel*

This category consists of athletic apparel, outerwear and sportswear designed for a broad range of activities and performance levels as well as apparel designed and fabricated for specific sports in men's, women's and children's assortments. Technical and performance specific apparel includes offerings for sports such as golf, tennis, running, fitness, soccer, baseball, football, and lacrosse, hockey, swimming and cycling. Basic sportswear includes T-shirts, shorts, sweat suits and warm-up suits.

*Footwear*

This category consists of athletic shoes for running, walking, tennis, fitness and cross training, basketball and hiking. In addition, this category also includes specialty footwear, including casual footwear and a complete line of cleated shoes for baseball, football, soccer and lacrosse. Other important product lines within the footwear category include boots, socks and accessories.

*Hardlines:*

*Team Sports.* This category consists of equipment and accessories for team sports such as football, baseball, softball, basketball, hockey, soccer, lacrosse and tennis.

*Outdoor Recreation.* This category consists of equipment for hunting, fishing, camping and water sports. Hunting products include rifles, shotguns, ammunition, global positioning systems, hunting apparel, optics including binoculars and scopes, knives and cutlery, archery equipment and accessories. Fishing gear includes rods, reels, tackle and accessories. Camping equipment includes tents, sleeping bags, backpacks and other accessories. Equipment offerings for marine and water sports include navigational electronics, water skis, rafts, kayaks, canoes and accessories.

*Golf.* This category consists of golf clubs and club sets, bags, balls, teaching aids and accessories in addition to a complete range of expert golf services, including custom club fitting, club repair, and grip and shaft installation for drivers, irons and putters.

*Fitness and Cycling.* This category consists of fitness equipment, including treadmills, elliptical trainers, stationary bicycles, home gyms, free weights and weight benches, and a dedicated cycle shop, which offers a broad selection of BMX, all-terrain, freestyle and touring bicycles, scooters and skateboards as well as bicycle repair and maintenance services. In addition, we offer a full range of cycling accessories including helmets, bicycle carrier racks, gloves, water bottles and repair and maintenance parts.

## Our Stores

Each of our Dick's stores typically contains five separately identifiable specialty departments. We believe our "store-within-a-store" concept creates a unique shopping environment by combining the convenience, broad assortment and competitive prices of large format stores with the brand names, deep product selection and customer service of a specialty store. Our Golf Galaxy stores are designed to create an exciting and interactive shopping environment for the golf enthusiast that highlights our extensive product assortments and value-added services.

### Store Design

We design our Dick's stores to create an exciting shopping environment with distinct departments that can stand on their own as authentic sporting goods specialty shops. Our primary prototype store is a single-level store of approximately 50,000 square feet. Signs and banners are located throughout the store allowing customers to quickly locate the various departments. A wide aisle through the middle of the store displays seasonal or special-buy merchandise. Video monitors throughout the store provide a sense of entertainment with videos of championship games, instructional sessions or live sports events. We also have a prototype two-level store of approximately 75,000 square feet for those trade areas that have sufficient in-profile customers to support it. Our current Golf Galaxy store model is based on a prototype store that generally ranges from 13,000 to 18,000 square feet. The following table summarizes store openings and closings for 2011 and 2010:

	Fiscal 2011			Fiscal 2010		
	Golf			Golf		
	Dick's	Galaxy	Total	Dick's	Galaxy	Total
Beginning stores	444	81	525	419	91	510
New stores:						
Single-level stores	35	-	35	26	-	26
Two-level stores	1	-	1	-	-	-
Golf Galaxy stores	-	-	-	-	2	2
Total new stores	36	-	36	26	2	28
Closed stores	-	-	-	(1)	(12)	(13)
Ending stores	480	81	561	444	81	525
Remodeled stores	14	-	14	12	-	12
Relocated stores	-	1	1	2	-	2

In most of our Dick's stores, approximately 83% of store space is used for selling and approximately 17% is used for backroom storage of merchandise, receiving and office space.

We seek to encourage cross-selling and impulse buying through the layout of our departments. We provide a bright, open shopping environment through the use of glass, lights and lower shelving that enable customers to see the array of merchandise offered throughout our stores. We avoid the warehouse store look featured by some of our large format competitors.

Our Dick's stores are typically open seven days a week, generally from 9:00 a.m. to 9:30 p.m. Monday through Saturday and 10:00 a.m. to 7:00 p.m. on Sunday. Our Golf Galaxy stores are typically open seven days a week, generally from 10:00 a.m. to 9:00 p.m. Monday through Friday, 9:00 a.m. to 8:00 p.m. on Saturday, and 10:00 a.m. to 6:00 p.m. on Sunday.

### New Store Openings

Future openings will depend upon several factors, including but not limited to general economic conditions, consumer confidence in the economy, unemployment trends, interest rates and inflation, the availability of retail store sites on acceptable terms, real estate prices and the availability of adequate

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capital. Because our new store openings depend on many factors, they are subject to risks and uncertainties as described below within Item 1A. "Risks Factors".

### *Store Associates*

We strive to complement our merchandise selection and innovative store design with superior customer service. We seek to recruit sports enthusiasts to serve as sales associates because we believe that they are more knowledgeable and passionate about the products they sell. For example, we currently employ PGA and LPGA golf professionals to work in our Dick's golf departments and Golf Galaxy stores, bicycle mechanics to sell and service bicycles and certified fitness trainers to provide advice on the best fitness equipment for our customer. We believe that our associates' enthusiasm and ability to demonstrate and explain the advantages of the products lead to increased sales. We believe our prompt, knowledgeable and enthusiastic service fosters the confidence and loyalty of our customers and differentiates us from other large format sporting goods stores.

We emphasize product knowledge at both the hiring and training stages. We hire most of our sales associates for a specific department or category. As part of our interview process, we test each prospective sales associate for knowledge specific to the department or category in which he or she is to work. We train new sales associates through a self-study and testing program that we have developed for each of our categories. We also measure customers' satisfaction with their most recent purchase experience through an online satisfaction survey. Survey invitations are delivered at the point-of-sale via cash register receipts that direct customers to a data collection website. These results allow identification of improvement opportunities at various levels of the store hierarchy and reinforce the impact associates have on the customer experience.

We typically staff our Dick's stores with a store manager, two sales managers, a sales support manager, five sales leaders and approximately 50 full-time and part-time sales associates for a single-level store and proportionately more supervisory roles and associates for a two-level store, depending on store volume and time of year. The operations of each store are supervised by one of 50 district managers, each of whom reports to one of seven regional vice-presidents of store operations who are located in the field. The regional vice presidents report to the vice president of store operations, who in turn reports directly to the senior vice president of operations.

### *Support Services*

We believe that we further differentiate our stores from other large format sporting goods stores by offering support services for the products we sell. At our Dick's and Golf Galaxy stores, we offer a complete range of expert golf services, including custom club fitting, club repair, and grip and shaft installation for drivers, irons and putters, and we also have certified club technicians on hand. We offer private lessons with our PGA and LPGA professionals in our Golf Galaxy Stores.

Our prototype Dick's stores feature bicycle maintenance and repair stations on the sales floor, allowing our bicycle mechanics to service bicycles in addition to assisting customers. We believe that these maintenance and repair stations are one of our most effective selling tools by enhancing the credibility of our specialty store concept and giving assurance to our customers that we can repair and tune the bicycles they purchase.

At our Dick's stores, we also string tennis racquets and lacrosse sticks, sharpen ice skates, provide home delivery and assembly of fitness equipment, provide scope mounting and bore sighting services, cut arrows, sell hunting and fishing licenses and fill CO<sub>2</sub> tanks for paintball.

### *Site Selection and Store Locations*

We select geographic markets and store sites based on a variety of factors, including demographic information, quality and nature of neighboring tenants, store visibility and accessibility. Key

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demographics include population density, household income, age and average number of occupants per household. In addition to these demographics, golf participation rates are considered in selecting sites for our Golf Galaxy stores. We seek to locate our Dick's stores in primary retail centers with an emphasis on co-tenants including major discount retailers such as Wal-Mart or Target, or specialty retailers from other categories such as Best Buy, Lowe's or Staples.

We seek to balance our expansion of Dick's stores between new and existing markets. In our existing markets, we add stores as necessary to cover appropriate trade areas. Clustering stores allows us to take advantage of economies of scale in advertising, promotion, distribution and supervisory costs. We seek to locate stores within separate trade areas within each metropolitan area and expand in geographically contiguous areas, in order to establish long-term market penetration and build on our experience in the same or nearby regions. We believe that local knowledge is an important part of success. In considering new regions, we locate our stores in areas we believe are underserved. In addition to larger metropolitan areas, we also target smaller population centers in which we locate single stores, generally in regional shopping centers with a wide regional draw.

### **Marketing and Advertising**

Our marketing program for Dick's stores is designed to promote our selection of brand name products at competitive prices. The program is centered on newspaper advertising supplemented by direct mail and seasonal use of local and national television and radio. Our advertising strategy is focused on national television and other media campaigns, weekly newspaper advertising utilizing multi-page color inserts and standard run of press advertising with an emphasis on key shopping periods such as the Christmas season, Father's Day, back-to-school and on specific sales and promotional events including our annual Golf-a-thon sale.

We cluster stores in major markets to enable us to employ our advertising strategy on a cost-effective basis through the use of newspaper and local and national television and radio advertising. We advertise in major metropolitan newspapers as well as in regional newspapers circulated in areas surrounding our store locations. Our newspaper advertising typically consists of weekly promotional advertisements with full-color inserts. Our television advertising is generally concentrated during a promotional event or key shopping period. At other times, we advertise on television and radio nationally to highlight seasonal sports initiatives or promote our brand. Radio advertising is used primarily to publicize specific promotions in conjunction with newspaper advertising or to announce a public relations promotion or grand opening. Vendor participation in contractual cooperative advertising arrangements as well as targeted sponsorships or product advertisements provides leverage to our advertising expenses.

Our advertising is designed to create an "event" in the stores and to drive customer traffic with advertisements promoting a wide variety of merchandise values appropriate for the respective holiday or event.

We also sponsor professional sports teams and tournaments, as well as amateur competitive events and community youth sports programs in an effort to align ourselves with both the serious sports enthusiast and the community in general.

Our Dick's Sporting Goods "ScoreCard® Rewards" program and our Golf Galaxy "Advantage Club" program are customer loyalty programs that we offer to our customers free of charge. Members earn points for shopping and are awarded a \$10 reward certificate for every 300 points they earn for each of these programs. Program members also receive exclusive offers and access to special in-store events as well as direct marketing programs that are based upon their sports preferences and past purchase history in order to enhance our marketing efficiency.

## **Information Systems**

Our core merchandising, allocation and replenishment systems are from JDA. The data generated by these systems are consolidated into a comprehensive data warehouse application that was purpose-built to provide near real-time performance information across a broad spectrum of critical metrics for our business. All functions of the business have access to highly accurate and consistent information related to the various components of sales, inventory and margin from department to SKU level. Our stores are on-line to the corporate data center and utilize high-speed data communications to update sales data continuously throughout the business day while also enabling our sales associates to access the internet for additional sales opportunities on the Company's websites via POS registers, associate ordering system ("AOS") kiosks and special services computers. We utilize a highly optimized and customized version of the Advanced Store POS application software from NCR in both our Dick's and Golf Galaxy stores.

The enterprise data center located within our corporate headquarters, which we refer to as the Store Support Center ("SSC"), is equipped with mainframe and mid-range computers and storage systems from IBM, integrated with voice and data networking communication equipment from Cisco. This facility has been built to support the future growth of the Company. The Company utilizes a third-party service provider for disaster recovery services and is in the process of establishing a separate data center to serve as the Company's disaster recovery redundancy location.

Our end-to-end supply chain management suite of software applications is from Manhattan Associates and operates our three distribution centers from the central computing complex in our SSC. The Company's Financial and Human Resource Management systems are PeopleSoft applications provided by Oracle. All third party applications are integrated and enhanced using state-of-the-art software tools and techniques developed internally.

## **Purchasing and Distribution**

In addition to merchandise procurement, our buying staff is also responsible for determining initial pricing and product marketing plans and working with our allocation and replenishment groups to establish stock levels and product mix. Our buying staff also has frequent communications with our store operations and regionally-based market research personnel to monitor shifts in consumer tastes and regional market trends.

Our planning, replenishment, allocation and merchandise control groups are responsible for merchandise allocation, inventory control and automated replenishment systems. These groups act as the central processing intermediary between our buying staff and our stores and also coordinate the inventory levels necessary for each advertising promotion with our buying staff and our advertising department, tracking the effectiveness of each advertisement to allow our buying staff and our advertising department to determine the relative success of each promotional program. In addition, these groups also manage the implementation of price changes, creation of vendor purchase orders and determination of inventory levels for each store.

We purchase merchandise from approximately 1,200 vendors. During fiscal 2011, Nike, our largest vendor, represented approximately 15% of our merchandise purchases. No other vendor represented 10% or more of our fiscal 2011 merchandise purchases. We do not have long-term purchase contracts with any of our vendors and all of our purchases from vendors are done on a short-term purchase order basis.

We operate three regional distribution centers: a 725,000 square foot distribution center in Plainfield, Indiana, a 657,000 square foot distribution center near Atlanta, Georgia, and a 601,000 square foot distribution center in Smithton, Pennsylvania. Additionally, the Company is currently constructing a 624,000 square foot distribution center in Goodyear, Arizona, which is currently expected to be operational in January 2013. Vendors directly ship floor ready merchandise to our distribution centers,

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where it is processed as necessary. The merchandise arriving at our distribution centers is allocated directly to our stores or to temporary storage at our distribution centers. Our distribution centers are responsible for consolidating damaged or defective merchandise from our stores that is being returned to vendors. We have contracted with common carriers to deliver merchandise from all of our distribution centers to our stores.

### **Competition**

The market for sporting goods retailers is highly fragmented and intensely competitive. The retail sporting goods industry comprises five principal categories:

- Large Format Sporting Goods Stores and Chains;
- Traditional Sporting Goods Stores and Chains;
- Specialty and Vendor Stores;
- Mass Merchants; and
- Catalog and Internet-Based Retailers.

#### *Large Format Sporting Goods Stores*

The large format stores generally range from 20,000 to 100,000 square feet and offer a broad selection of sporting goods merchandise. We believe that our strong performance with the large format store in recent years is due in part to our unique approach in blending the best attributes of a large format store with the best attributes of a specialty shop.

#### *Traditional Sporting Goods Stores*

These stores generally range from 5,000 to 20,000 square feet and are frequently located in regional malls and multi-store shopping centers. Although they typically carry a varied assortment of merchandise, these stores offer a more limited product assortment than our stores. We believe these stores do not cater to the sports enthusiast.

#### *Specialty and Vendor Stores*

These stores generally range from 2,000 to 20,000 square feet and typically focus on a specific category, such as athletic footwear, or an activity, such as golf or skiing. Certain specialty stores that focus on a group of related activities can have significantly larger square footage footprints and be designed as destination stores. In addition, several sporting goods brands, many of which we sell in our stores, also sell their products direct to consumers through their own retail stores. While specialty stores may offer a deep selection of products within their specialty, they lack the wide range of products or brand selection that we offer. We believe prices at these stores typically tend to be higher than prices at the large format sporting goods stores and traditional sporting goods stores.

#### *Mass Merchants*

These stores generally range from 50,000 to over 200,000 square feet and are primarily located in shopping centers, freestanding sites or regional malls. Sporting goods merchandise and apparel represent a small portion of the total merchandise in these stores and the selection is often more limited than in other sporting goods retailers. We believe that this limited selection, particularly with well-known brand names, combined with the reduced service levels typical of a mass merchandiser, limit their ability to meet the needs of sporting goods customers. However, Wal-Mart is currently the largest retailer of sporting goods as measured by sales.

#### *Catalog and Internet-Based Retailers*

These retailers either focus on a specific category or activity or sell a full line of sporting goods through the use of catalogs and/or the Internet. The types of retailers mentioned above may also sell their products through the Internet. We believe that the relationships we have developed with our suppliers and customers through our retail stores together with our growing e-commerce business provide us with a significant advantage over catalog-based and Internet-only retailers.



## **Employees**

As of January 28, 2012, we employed approximately 10,400 full-time and 18,000 part-time associates. Due to the seasonal nature of our business, total employment will fluctuate throughout the year and typically peaks during the fourth quarter. None of our associates are covered by a collective bargaining agreement. We believe that our relations with our associates are good.

## **Proprietary Rights**

Various versions of each of "Dick's", "Dick's Sporting Goods", "Golf Galaxy", "Walter Hagen", "Maxfli", "Power Bolt", "Fitness Gear", "Nishiki", "Acuity", "DBX", "Field & Stream" (footwear only), "Köppen" and "Quest" are registered as a service mark or trademark with the United States Patent and Trademark Office and "DicksSportingGoods.com", "Dicks.com" and "GolfGalaxy.com" are registered as our domain names. In addition, we have numerous pending applications for trademarks. Our trademarks and other intellectual property are subject to risks and uncertainties that are discussed within Item 1A. "Risk Factors". We have entered into licensing agreements for names that we do not own, which provide for exclusive rights to use names such as "adidas" (baseball only), "Field & Stream" (camping, hunting and fishing), "Slazenger", "Louisville Slugger" (hosiery only), and "Reebok", "Thrive" and "Umbro" for specified product categories. These licenses contemplate long-term business relationships, with substantial initial terms and the opportunity for multi-year extensions. These licenses contain customary termination provisions at the option of the licensor including, in some cases, termination upon our failure to purchase or sell a minimum volume of products and may include early termination fees. Our licenses are also subject to risks and uncertainties common to licensing arrangements that are described within Item 1A. "Risks Factors".

## **Governmental Regulations**

We must comply with various federal, state and local regulations, including regulations relating to consumer products and consumer protection, advertising and marketing, labor and employment, data protection and privacy, intellectual property, the environment and tax.

In addition, in connection with the sale of firearms in our stores, we must comply with the federal Brady Handgun Violence Prevention Act, which requires us to perform a pre-sale background check of purchasers of long guns. We perform this background check using either the FBI-managed National Instant Criminal Background Check System ("NICS"), or a state government-managed system that relies on the NICS and any additional information collected by the state. These background check systems either confirm that a sale can be made, deny the sale, or require that the sale be delayed for further review, and provide us with a transaction number for the proposed sale. We are required to record the transaction number on Form 4473 of the Bureau of Alcohol, Tobacco and Firearms and retain a copy for our records for five years for auditing purposes for each denied sale.

Ensuring our compliance with these various laws and regulations, and keeping abreast of changes to the legal and regulatory landscape, requires us to expend considerable resources.

## **Executive Officers of the Company**

The current executive officers of the Company, and their prior business experience, are as follows:

**Edward W. Stack - 57**, has served as our Chairman and Chief Executive Officer since 1984 when our founder and Mr. Edward Stack's father, Richard "Dick" Stack, retired from our then two store chain. Mr. Edward Stack has served us full-time since 1977 in a variety of positions, including President, Store Manager and Merchandise Manager.

**Joseph H. Schmidt - 52**, became our President and Chief Operating Officer in February 2009. In 2008, Mr. Schmidt served as Executive Vice President and Chief Operating Officer responsible for all aspects

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of Store Operations, Real Estate & Development, Distribution and Transportation. Previously, Mr. Schmidt was our Executive Vice President - Operations, and before that Senior Vice President - Store Operations, a position he held beginning in 2005. Mr. Schmidt was Vice President - Store Operations beginning in 2001. Mr. Schmidt joined us in 1990 and has held various positions in store operations. From 1981 to 1990, he held various positions in store operations for Ames Department Stores, Inc.

**Timothy E. Kullman - 56**, joined Dick's Sporting Goods as Senior Vice President and Chief Financial Officer in April 2007 and was promoted to Executive Vice President - Finance, Administration and Chief Financial Officer in February 2008. Prior to joining Dick's, Mr. Kullman served as Chief Financial Officer of PetSmart (Nasdaq: PETM), a specialty pet retailer, since July 2002. Before joining PetSmart, Mr. Kullman was Executive Vice President and CFO for Hagemeyer North America Holdings, Inc., a wholly-owned division of a global distribution company based in the Netherlands and spent three years at Genuardi's Family Markets. Prior to that, he was Senior Vice President, CFO, Secretary and Treasurer for Delchamps, Inc., a major grocery chain in the southeastern United States. Mr. Kullman also held senior financial positions with Farm Fresh Inc., Blue Cross Blue Shield of Michigan and Deloitte, Haskins & Sells, LLP.

**John Duken - 51**, became our Executive Vice President, Global Merchandising in February 2012. For the previous four years, Mr. Duken served as Senior Vice President, Planning and Allocation. Prior to that role, he spent seven years in our store organization as a Regional Vice President and ultimately as Vice President - Operations over all regions. Mr. Duken joined Dick's in 1999 as Vice President - Operations of dsports.com. Before joining Dick's, Mr. Duken was Vice President of Operations for Good Guys, a specialty retailer of consumer electronics from 1994 to 1995. Prior to that, he was the General Operations Manager for Circuit City from 1984 to 1994. Mr. Duken holds a B.S. in Finance from the University of Southern California, Marshall School of Business.

**David I. Mossé - 38**, joined Dick's Sporting Goods in 2010 as our Senior Vice President - General Counsel and Corporate Secretary. Prior to joining the Company, Mr. Mossé served as Senior Counsel, Chief Compliance Officer and Investment Team Member of Triarc Fund Management, LP, a private investment firm based in New York, NY, since 2005. Prior to that, he served as Vice President and Assistant General Counsel of Triarc Companies, Inc. (NYSE: WEN), a publicly traded holding company that, at the time, owned, among other businesses, the Arby's restaurant system. Mr. Mossé also spent several years as an attorney with the law firms Cravath, Swaine & Moore in New York, NY, where he began his career, and the Venture Law Group in Menlo Park, California. Mr. Mossé earned his BA from Duke University and his Juris Doctor from New York University School of Law.

**Kathryn Sutter - 49**, became our Senior Vice President - Human Resources in 2007 and was named an executive officer of the Company in 2008. Previously, Ms. Sutter was Vice President - Leadership and Organizational Development, a position she held since 2005. Prior to joining Dick's, Ms. Sutter was employed by Office Depot, Inc. (NYSE: ODP) as Vice President of Development and Global Learning from May 2002 through October 2004.

**Joseph R. Oliver - 52**, has served as our Senior Vice President and Chief Accounting Officer since April 2011 and prior to that he also served as Controller since November 2009. Previously, Mr. Oliver served as our Vice President and Controller since February 2006 and as our Director of Accounting from May 2000 to February 2006. Prior to joining Dick's, Mr. Oliver was employed by Dominion Resources, Inc. (NYSE: D) from 1983 to 2000 in various finance functions, most recently as Director of Accounting.

**Lauren Hobart - 43**, joined Dick's Sporting Goods in February 2011 as our Senior Vice President and Chief Marketing Officer. Prior to that, Ms. Hobart spent 14 years with PepsiCo, Inc. (NYSE: PEP), most recently serving as Chief Marketing Officer for its Carbonated Soft Drink portfolio in the United States. During her career at PepsiCo, Ms. Hobart held several other significant marketing roles and also spent several years in strategic planning. Prior to joining PepsiCo, Ms. Hobart worked in commercial banking for JP Morgan Chase and Wells Fargo Bank.

## ITEM 1A. RISK FACTORS

### Risks and Uncertainties

*Our business is dependent on the general economic conditions in our markets and the ongoing economic and financial downturn may cause a decline in consumer spending that may adversely affect the Company's business, operations, liquidity, financial results and stock price.*

Our operating results are affected by the relative condition of the U.S. economy. Our business and financial performance may be adversely affected by current and future economic conditions that cause a decline in business and consumer spending, including a reduction in the availability of credit, increased unemployment levels, higher energy and fuel costs, rising interest rates, financial market volatility and recession. Additionally, we may experience difficulties in operating and growing our operations to react to economic pressures in the U.S.

As a business that depends on consumer discretionary spending, the Company may be adversely affected if our customers reduce their purchases due to continued job losses, foreclosures, bankruptcies, higher consumer debt and interest rates, reduced access to credit, falling home prices, lower consumer confidence, uncertainty or changes in tax policies and tax rates and uncertainty due to national or international security concerns. Decreases in same store sales, customer traffic or average value per transaction negatively affect the Company's financial performance, and a prolonged period of depressed consumer spending could have a material adverse effect on our business. Promotional activities and decreased demand for consumer products, particularly higher-end products, could affect profitability and margins. The potential effects of the ongoing economic and financial crisis are difficult to forecast and mitigate. As a consequence, our sales, operating and financial results for a particular period are difficult to predict, and, therefore, it is difficult to forecast results to be expected in future periods. Any of the foregoing could have a material adverse effect on our business, results of operations and financial condition and could adversely affect our stock price.

The ongoing global crisis may also adversely affect our suppliers' access to capital and liquidity with which to maintain their inventory, production levels and product quality and to operate their businesses, all of which could adversely affect our supply chain. It may cause suppliers to reduce their offerings of customer incentives and vendor allowances, cooperative marketing expenditures and product promotions. The ongoing crisis and market instability make it difficult for us and our suppliers to accurately forecast future product demand trends, which could cause us to carry too much or too little merchandise in various product categories.

*Our quarterly operating results may fluctuate substantially, which may adversely affect our business and the market price of our common stock.*

Our net sales and results of operations have fluctuated in the past and may vary from quarter-to-quarter in the future. These fluctuations may adversely affect our business, financial condition and the market price of our common stock. A number of factors, many of which are outside our control, may cause variations in our quarterly net sales and operating results, including:

- general economic conditions;
- changes in demand for the products that we offer;
- lockouts or strikes involving professional sports teams;
- retirement of sports superstars used in marketing various products;
- sports scandals;
- costs related to the closures of existing stores;

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- litigation;
- pricing and other actions taken by our competitors; and
- weather conditions in our markets.

### ***Our same store sales will fluctuate and may not be a meaningful indicator of future performance.***

Our same store sales may vary from quarter-to-quarter and could decline relative to the comparable period in the prior fiscal year. A decline in revenues or same store sales may cause the price of our common stock to decrease or to fluctuate significantly. A number of factors, many of which are outside of our control, have historically affected, and will continue to affect, our same store sales results, including:

- general regional and national economic conditions;
- competition;
- our new store openings;
- consumer trends and preferences;
- changes in the shopping centers, malls and retail nodes in which we are located and their tenants;
- new product introductions and changes in our product mix;
- timing and effectiveness of promotional events;
- lack of new product introductions to spur growth in the sale of various kinds of sports equipment; and
- weather conditions in our markets.

### ***Our ability to operate and expand our business and to respond to changing business and economic conditions will be dependent upon the availability of adequate capital. The terms of our senior secured revolving credit facility impose certain restrictions that may impair our ability to access sufficient capital.***

The operation of our business, the rate of our expansion and our ability to respond to changing business and economic conditions depend on the availability of adequate capital, which in turn depends on cash flow generated by our business and, if necessary, the availability of equity or debt capital. We cannot assure you that our cash flow will be sufficient to meet these needs or that we would be able to obtain equity or debt capital on acceptable terms or at all.

Our current senior secured revolving credit facility contains provisions that limit our ability to incur additional indebtedness or make substantial asset sales, which might otherwise be used to finance our operations. In the event of our insolvency, liquidation, dissolution or reorganization, the lenders under our senior secured revolving credit facility would be entitled to payment in full from our assets before distributions, if any, were made to our stockholders.

If we are unable to generate sufficient cash flows from operations in the future, and if availability under our current senior secured revolving credit facility is not sufficient, we may have to obtain additional financing. We cannot assure you that we could obtain refinancing or additional financing on favorable terms or at all. Ongoing distress in the worldwide financial markets may result in continued diminished liquidity and credit availability. Furthermore, a downturn in the equity or debt markets or the tightening of credit markets could make it difficult to obtain additional financing or raise capital, and thus we cannot be certain that additional funds will be available if needed or available on acceptable terms. Our liquidity or access to capital could also be adversely affected by other unforeseen changes in the financial markets and global economy.

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***Intense competition in the sporting goods industry could limit our growth and reduce our profitability.***

The market for sporting goods retailers is highly fragmented and intensely competitive. Our current and prospective competitors include many large companies, some of which have substantially greater market presence, name recognition, and financial, marketing and other resources than us. We compete directly or indirectly with the following categories of companies:

- large format sporting goods stores and chains;
- traditional sporting goods stores and chains;
- specialty stores;
- mass merchants;
- catalog and Internet-based retailers; and
- sporting goods brands that sell direct to consumers.

Pressure from our competitors could require us to reduce our prices or increase our spending for advertising and promotion. Increased competition in markets in which we have stores or the adoption or proliferation by competitors of innovative store formats, aggressive pricing strategies and retail sale methods, such as the Internet, could cause us to lose market share and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***Lack of available retail store sites on terms acceptable to us, rising real estate prices and other costs and risks relating to new store openings could severely limit our growth opportunities.***

Our strategy includes opening stores in new and existing markets. We must successfully choose store sites, execute favorable real estate transactions on terms that are acceptable to us, hire competent personnel and effectively open and operate these new stores. Our plans to increase our number of retail stores will depend in part on the availability of existing retail stores or store sites. A lack of available financing on terms acceptable to real estate developers or a tightening credit market may adversely affect the number or quality of retail sites available to us. We cannot assure you that stores or sites will be available to us, or that they will be available on terms acceptable to us. If additional retail store sites are unavailable on acceptable terms, we may not be able to carry out a significant part of our growth strategy. Rising real estate costs and acquisition, construction and development costs could also inhibit our ability to grow. If we fail to locate desirable sites, obtain lease rights to these sites on terms acceptable to us, hire adequate personnel and open and effectively operate these new stores, our financial performance could be adversely affected.

In addition, our expansion in new and existing markets may present competitive, distribution, merchandising and regulatory challenges that differ from our current challenges, including competition among our stores, diminished novelty of our store design and concept, added strain on our distribution centers, additional information to be processed by our management information systems and diversion of management attention from operations, such as the control of inventory levels in our stores. We also cannot guarantee that we will be able to obtain and distribute adequate product supplies to our stores or maintain adequate warehousing and distribution capability at acceptable costs. New stores also may have lower than anticipated sales volumes relative to previously opened stores during their comparable years of operation, and sales volumes at new stores may not be sufficient to achieve store-level profitability or profitability comparable to that of existing stores.

New stores in new markets, where we are less familiar with the target customer and less well-known, may face different or additional risks and increased costs compared to stores operated in existing markets or new stores in existing markets. For example, expansion into new markets could bring us into direct competition with retailers with whom we have no past experience as direct competitors. We also

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may not be able to advertise cost-effectively in new or smaller markets in which we have less store density, which could slow sales growth at such stores.

To the extent that we are not able to meet these various challenges, our sales could decrease, our operating costs could increase and our profitability could be impacted.

***If we are unable to predict or effectively react to changes in consumer demand or shopping patterns, we may lose customers and our sales may decline.***

Our success depends in part on our ability to anticipate and respond in a timely manner to changing consumer demand and preferences and shopping patterns regarding sporting goods. Our products must appeal to a broad range of consumers whose preferences cannot be predicted with certainty and are subject to change. We often make commitments to purchase products from our vendors several months in advance of the proposed delivery. If we misjudge the market for our merchandise our sales may decline significantly. We may overstock unpopular products and be forced to take significant inventory markdowns or miss opportunities for other products, both of which could have a negative impact on our profitability. Conversely, shortages of items that prove popular could impact our net sales. In addition, a major shift in consumer demand away from sporting goods could also have a material adverse effect on our business, results of operations and financial condition.

***Unauthorized disclosure of sensitive or confidential customer information could harm the Company's business and standing with our customers.***

The protection of our customer, employee and Company data is critical to us. The Company relies on commercially available systems, software, tools and monitoring to provide security for processing, transmission and storage of confidential customer information, such as payment card and personal information. Despite the security measures the Company has in place, its facilities and systems, and those of its third-party service providers, may be vulnerable to security breaches, acts of vandalism, computer viruses, misplaced or lost data, programming or human errors, or other similar events. Any security breach involving the misappropriation, loss or other unauthorized disclosure of confidential information, whether by the Company or its vendors, could damage our reputation, expose us to risk of litigation and liability, disrupt our operations and harm our business.

***We may be subject to various types of litigation and other claims and our insurance may not be sufficient to cover damages related to those claims.***

From time to time the Company or its subsidiaries may be involved in lawsuits or other claims arising in the course of business, including those related to federal or state wage and hour laws, product liability, consumer protection, advertising, employment, intellectual property, tort and other matters. In addition, although we do not sell hand guns, assault weapons or automatic firearms, we do sell hunting rifles, semi-automatic hunting rifles and ammunition, which are products that are associated with an increased risk of injury and related lawsuits. We may also be subject to lawsuits relating to the design, manufacture or distribution of our private brand products. We may incur losses relating to these claims, including costs associated with defending against them. We may also incur losses due to lawsuits relating to our performance of background checks on hunting rifle purchasers as mandated by state and federal law or the improper use of hunting rifles and ammunition sold by us, including lawsuits by municipalities or other organizations attempting to recover costs from hunting rifle manufacturers and retailers relating to the misuse of hunting rifles and ammunition. In addition, in the future there may be increased federal, state or local regulation, including taxation, on the sale of hunting rifles and ammunition in our current markets as well as future markets in which we may operate. Commencement of these lawsuits against us or the establishment of new regulations could reduce our sales and decrease our profitability. There is a risk that claims or liabilities will exceed our insurance coverage. In addition, we may be unable to retain adequate liability insurance in the future. Although

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we have entered into product liability indemnity agreements with many of our vendors and manufacturers, we cannot assure you that we will be able to collect payments sufficient to offset product liability losses or, in the case of our private brand products, where almost all of the manufacturing occurs outside the United States, that we will be able to collect anything at all. In addition, we are subject to regulation by the Consumer Product Safety Commission, including the Consumer Product Safety Improvement Act, and similar state regulatory agencies. If we fail to comply with government and industry safety standards, we may be subject to claims, lawsuits, fines and adverse publicity that could have a material adverse effect on our business, results of operations and financial condition. In addition, any improper or illegal use by our customers of ammunition or hunting rifles sold by us could have a negative impact on our reputation and business. Due to the inherent uncertainties of litigation and other claims, we cannot accurately predict the ultimate outcome of any such matters.

***If our suppliers, distributors or manufacturers do not provide us with sufficient quantities of products, or if the cost of products are adversely affected by foreign trade issues, increasing prices for raw materials, political instability or other reasons, our sales and profitability may suffer.***

We purchase merchandise from approximately 1,200 vendors. In fiscal 2011, purchases from Nike represented approximately 15% of our merchandise purchases. Although in fiscal 2011 purchases from no other vendor represented 10% or more of our total purchases, our dependence on our principal suppliers involves risk. If there is a disruption in supply from a principal supplier or distributor, we may be unable to obtain the merchandise that we desire to sell and that consumers desire to purchase. Moreover, many of our suppliers provide us with incentives, such as return privileges, volume purchasing allowances and cooperative advertising. A decline or discontinuation of these incentives could reduce our profits.

Our suppliers are affected by the global financial crisis and worldwide economic situation, which may adversely affect their access to capital and liquidity, inventory and production levels, customer incentives and vendor allowances, product quality, or ability to continue operations, all of which could adversely affect our supply chain. Further, the cost of our products is affected in part by the prices for raw materials. A substantial rise in the price of raw materials could dramatically increase the costs associated with the manufacturing of both the merchandise that we purchase from our vendors for sale in our stores, as well as products manufactured for our private brands, which could cause the cost of our products to increase and could potentially have a negative impact on our sales and profitability.

We believe that a significant portion of the products that we purchase, including those purchased from domestic suppliers, is manufactured abroad in countries such as China, Taiwan and South Korea. In addition, most of our private brand merchandise is manufactured abroad. Foreign imports subject us to the risks of changes in import duties, quotas, loss of "most favored nation" or MFN status with the U.S. for a particular foreign country, delays in shipment, shipping port constraints, labor strikes, work stoppages or other disruptions, including as a result of severe weather or natural disasters, freight cost increases and economic uncertainties (including the U.S. imposing antidumping or countervailing duty orders, safeguards, remedies or compensation and retaliation due to illegal foreign trade practices). In addition, the U.S. Congress periodically considers other restrictions on the importation of products obtained by our vendors and us. If any of these or other factors were to cause a disruption of trade from the countries in which the suppliers of our vendors or the manufacturers of our private brand products are located, our inventory levels may be reduced or the cost of our products may increase. In addition, to the extent that any foreign manufacturers from whom we purchase products directly or indirectly utilize labor and other practices that vary from those commonly accepted in the U.S., we could be hurt by any resulting negative publicity or, in some cases, face potential liability.

Historically, instability in the political and economic environments of the countries in which our vendors or we obtain our products has not had a material adverse effect on our operations. However,

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we cannot predict the effect that future changes in economic or political conditions in such foreign countries may have on our operations. In the event of disruptions or delays in supply due to economic or political conditions in foreign countries, such disruptions or delays could adversely affect our results of operations unless and until alternative supply arrangements could be made. In addition, merchandise purchased from alternative sources may be of lesser quality or more expensive than the merchandise we currently purchase abroad.

### ***Our private brand offerings expose us to various risks.***

In addition to brand name products, we offer our customers private brand products that are not available in other stores. We expect to continue to grow our exclusive private brand offerings through a combination of brands that we own and brands that we license from third parties. We have invested in our development and procurement resources and marketing efforts relating to these private brand offerings. Although we believe that our private brand products offer value to our customers at each price point and provide us with higher gross margins than comparable products we sell, the expansion of our private brand offerings also subjects us to certain additional risks. These include, among others: risks related to our failure to comply with government and industry safety standards (e.g., those enforced by the Consumer Product Safety Commission, including the Consumer Product Safety Improvement Act, and similar state regulatory agencies); potential mandatory or voluntary product recalls; suits or other claims resulting from injuries associated with the use of our private brand products; our ability to successfully protect our proprietary rights (e.g., defending against counterfeit, knock offs, grey-market, infringing or otherwise unauthorized goods); our ability to successfully navigate and avoid claims related to the proprietary rights of third parties; our ability to successfully administer and comply with obligations under license agreements that we have with the licensors of brands, including in some instances certain sales minimums that if not met could cause us to lose the licensing rights or pay damages; sourcing and manufacturing outside the U.S., including foreign laws and regulations, political unrest, disruptions or delays in cross-border shipments, changes in economic conditions in foreign countries, exchange rate fluctuations and conducting activities with third-party manufacturers; increases in the price of raw materials used in the manufacturing of our private brand products; and other risks generally encountered by entities that source, sell and market exclusive branded offerings for retail. An increase in sales of our private brands may also adversely affect sales of our vendors' products, which may, in turn, adversely affect our relationship with our vendors. Our failure to adequately address some or all of these risks could have a material adverse effect on our business, results of operations and financial condition.

### ***The loss of our key executives, especially Edward W. Stack, our Chairman and Chief Executive Officer, could have a material adverse effect on our business due to the loss of their experience and industry relationships.***

Our success depends on the continued services of our senior management, particularly Edward W. Stack, our Chairman and Chief Executive Officer. Mr. Stack also holds a majority of the voting power of our capital stock, and has been operating the Company since 1984. Mr. Stack possesses detailed and in-depth knowledge of the issues, opportunities and challenges facing the Company and its businesses. If we were to lose any key senior executive, especially Mr. Stack, our business could be materially adversely affected.

### ***Our costs may change as a result of currency exchange rate fluctuations.***

Many of the goods we purchase are manufactured abroad, and the prices charged by foreign manufacturers may be affected by the fluctuation of their local currency against the U.S. dollar. We source goods from various countries, including China, and thus changes in the value of the U.S. dollar compared to other currencies may affect the costs of goods that we purchase.

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***We are subject to costs and risks associated with increased or changing laws and regulations affecting our business, including those relating to the sale of consumer products.***

We operate in a complex regulatory and legal environment that exposes us to compliance and litigation risks and that could materially affect our operations and financial results. These laws may change, sometimes significantly, as a result of political, economic or social events. Some of the federal, state or local laws and regulations that affect us include:

- those relating to consumer products, product liability or consumer protection;
- those relating to the manner in which we advertise, market or sell our products;
- labor and employment laws, including wage and hour laws;
- those that prohibit or limit the sale in certain areas of certain products we offer, such as firearms, ammunition or knives;
- tax laws or interpretations thereof;
- data protection and privacy laws and regulations;
- customs or import laws and regulations; and
- securities and exchange laws and regulations.

***Our inability or failure to protect our intellectual property could have a negative impact on our operating results.***

Our trademarks, service marks, copyrights, patents, trade secrets, domain names and other intellectual property are valuable assets that are critical to our success. Effective trademark and other intellectual property protection may not be available in every country in which our products are or may be made available. The unauthorized reproduction or other misappropriation of our intellectual property could diminish the value of our brands or goodwill and cause a decline in our revenue. In addition, any infringement or other intellectual property claim made against us, whether or not it has merit, could be time-consuming, result in costly litigation, cause product delays, require us to enter into royalty or licensing agreements or result in our loss of the intellectual property. As a result, any such claim or our failure to protect our intellectual property could have an adverse effect on our operating results.

***We face various risks as an omni-channel retailer.***

There are various risks relating to operating as an omni-channel retailer that conducts business in stores, on the Internet and through catalogs, including the need to keep pace with rapid technological change, internet security risks, risks of systems failure or inadequacy and increased competition. Further, governmental regulation of the Internet and e-commerce continues to evolve in such areas as taxation, privacy, data protection, copyrights, mobile communications and the provision of online payment services. Unfavorable changes to regulations in these areas could harm our business.

In addition, as the popularity and use of e-commerce sites continue to increase; our business faces increased competition from various domestic and international sources, including our suppliers. We may require significant capital in the future to sustain or grow our business, including our e-commerce operations, and there is no assurance that cash flow from operations will be sufficient to meet those needs or that additional sources of capital will be available on acceptable terms or at all.

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***We rely on a single third-party provider to maintain and operate our e-commerce website, and disruptions with the provider or in the services it provides to us could materially affect our reputation, operations or financial results.***

We have contracted with a single third party to maintain and operate our e-commerce website. We rely on that party and its operational, privacy and security procedures and controls and its ability to maintain and operate our website for our e-commerce business. Failure by such third party to adequately maintain and operate our e-commerce website, including any prolonged disruption that affects our customers' ability to utilize our website resulting in the loss of sales and customers and/or increased costs, could materially affect our reputation, operations or financial results. Furthermore, our ability to expand our e-commerce business, to use other e-commerce service providers or to utilize our own e-commerce capabilities may be limited by certain covenants relating to exclusivity contained in our current contractual arrangement with the third party provider.

***Problems with our information system software could disrupt our operations and negatively impact our financial results and materially adversely affect our business operations.***

Our Dick's and Golf Galaxy stores utilize a suite of applications from JDA for our core merchandising, allocation and replenishment systems. These systems, if not functioning properly, could disrupt our operations, including our ability to track, record and analyze the merchandise that we sell, process shipments of goods, process financial information or credit card transactions, deliver products or engage in similar normal business activities particularly if there are any unforeseen interruptions after implementation. Any material disruption, malfunction or other similar problems in or with these systems could negatively impact our financial results and materially adversely affect our business operations.

***We rely on three distribution centers, and if there is a natural disaster or other serious disruption at one of these facilities, we may lose merchandise and be unable to effectively deliver it to our stores.***

We currently operate a 725,000 square foot distribution center in Plainfield, Indiana, a 657,000 square foot distribution center near Atlanta, Georgia, and a 601,000 square foot distribution center in Smithton, Pennsylvania. Any natural disaster or other serious disruption to one of these facilities due to fire, tornado or any other cause could damage a significant portion of our inventory or impair our ability to adequately stock our stores and process returns of products to vendors and could negatively affect our sales and profitability. In addition, as we grow, we may require additional distribution capacity, which could come in the form of expanding existing facilities or opening alternative or additional facilities. For example, we have entered into a development contract to construct a 624,000 square foot distribution center in Goodyear, Arizona, which is currently expected to be operational in January 2013. Any delay in the opening of this distribution center, or any future expansions or other openings, could affect us in ways we cannot predict.

***Our business is seasonal and our annual results are highly dependent on the success of our fourth quarter sales.***

Our business is highly seasonal in nature. Our highest sales and operating income results historically occur during our fourth fiscal quarter, which is due, in part, to the holiday selling season and, in part, to our strong sales of cold weather sporting goods. The fourth quarter generated approximately 31% of our net sales for fiscal 2011. Poor performance during our fourth quarter, whether because of a slow holiday selling season, unseasonable weather conditions, economic conditions or otherwise, could have a material adverse effect on our business, financial condition and operating results for the entire fiscal year.

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***Because our Dick's stores are generally concentrated in the eastern half of the United States, we are subject to regional risks.***

A majority of our Dick's stores are located in the eastern half of the United States. Because of this, we are subject to regional risks, such as the regional economy, weather conditions, increasing costs of electricity, oil and natural gas, natural disasters, as well as government regulations specific to the states in which we operate. If the region were to suffer an economic downturn or other adverse event, our net sales and profitability could suffer.

Our results of operations may be harmed by unseasonably warm winter weather conditions. Many of our stores are located in geographic areas that experience seasonably cold weather. We sell a significant amount of cold weather sporting goods and apparel. Abnormally warm weather conditions could reduce our sales of these items and cause a decrease in our profitability. Additionally, abnormally wet or cold weather in the spring or summer months could reduce our sales of golf, team sports or other merchandise and cause a decrease in our profitability.

***We may pursue strategic acquisitions or investments and the failure of an acquisition or investment to produce the anticipated results or the inability to fully integrate the acquired companies could have an adverse impact on our business.***

We may from time to time acquire or invest in complementary companies or businesses. The success of acquisitions or investments is based on our ability to make accurate assumptions regarding the valuation, operations, growth potential, integration and other factors relating to the respective business. There can be no assurance that our acquisitions or investments will produce the results that we expect at the time we enter into or we complete the transaction. Furthermore, acquisitions may result in difficulties in integrating the acquired companies, and may result in the diversion of our capital and our management's attention from other business issues and opportunities. We may not be able to successfully integrate operations that we acquire, including their personnel, financial systems, distribution, operations and general store operating procedures. If we fail to successfully integrate acquisitions, our business could suffer. In addition, the integration of any acquired business and their financial results may adversely affect our operating results.

***Our business is significantly dependent on our ability to meet our labor needs.***

The success of our stores depends significantly on our ability to hire and retain quality associates, including store managers and sales associates. We plan to expand our associate base to manage our anticipated growth. Competition for non-entry level personnel, particularly for associates with retail expertise, is highly competitive. Additionally, our ability to maintain consistency in the quality of customer service in our stores is critical to our success. Also, many of our store-level associates are in entry-level or part-time positions that historically have high rates of turnover. We are also dependent on the associates who staff our distribution centers, many of whom are skilled. We may be unable to meet our labor needs and control our costs due to external factors such as unemployment levels, minimum wage legislation and wage inflation. If we are unable to hire and retain store-level associates capable of providing a high level of customer service, our business could be materially adversely affected.

Although none of our associates are currently covered under collective bargaining agreements, we cannot guarantee that our associates will not elect to be represented by labor unions in the future. If some or all of our workforce were to become unionized and collective bargaining agreement terms were significantly different from our current compensation arrangements or work practices, it could have a material adverse effect on our business, financial condition and results of operations.

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***We are controlled by our Chief Executive Officer and his relatives, whose interests may differ from other stockholders.***

We have two classes of common stock: our common stock has one vote per share and our Class B common stock has 10 votes per share. As of January 28, 2012, Mr. Edward W. Stack, our Chairman and Chief Executive Officer, and his relatives controlled a majority of the combined voting power of our common stock and Class B common stock and would control the outcome of any corporate transaction or other matter submitted to the stockholders for approval, including mergers, consolidations and the sale of all or substantially all of our assets. Mr. Stack may also acquire a substantial amount of additional shares of common stock upon the exercise of stock options, which could dilute our other stockholders and have a negative impact on our earnings per share. The interests of Mr. Stack and his relatives may differ from the interests of our other stockholders and they may take actions with which our other stockholders disagree.

***Our anti-takeover provisions could prevent or delay a change in control of our Company, even if such change in control would be beneficial to our stockholders.***

Provisions of our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws as well as provisions of Delaware law could discourage, delay or prevent a merger, acquisition or other change in control of our Company, even if such change in control would be beneficial to our stockholders. These provisions include: authorizing the issuance of Class B common stock; classifying the board of directors such that only one-third of directors are elected each year; authorizing the issuance of "blank check" preferred stock that could be issued by our board of directors to increase the number of outstanding shares and thwart a takeover attempt; prohibiting the use of cumulative voting for the election of directors; limiting the ability of stockholders to call special meetings; if our Class B common stock is no longer outstanding, prohibiting stockholder action by partial written consent and requiring all stockholder actions to be taken at a meeting of our stockholders or by unanimous written consent; and establishing advance notice requirements for nominations for election to the board of directors or for proposing matters that can be acted upon by stockholders at stockholder meetings.

In addition, the Delaware General Corporation Law, to which we are subject, prohibits us, except under specified circumstances, from engaging in any mergers, significant sales of stock or assets or business combinations with any stockholder or group of stockholders who owns at least 15% of our common stock.

***The market price of our common stock is likely to be highly volatile as the stock market in general can be highly volatile.***

The market price of our common stock may fluctuate and in some cases may be highly volatile. These fluctuations will not always be linked to our operating performance. A number of factors, many of which are outside of our control, could cause fluctuation in the market price of our common stock, including:

- general economic and market conditions;
- actual or anticipated variations in quarterly operating results;
- changes in financial estimates by securities analysts;
- our inability to meet or exceed securities analysts' estimates or expectations;
- conditions or trends in our industry;
- changes in the market valuations of other retail companies;

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- announcements by us or our competitors of significant acquisitions, strategic partnerships, investments, divestitures, joint ventures or other strategic initiatives;
- capital commitments;
- additions or departures of key personnel; and
- sales of common stock.

***An impairment in the carrying value of goodwill or other acquired intangibles could negatively affect our consolidated operating results and net worth.***

The carrying value of goodwill represents the fair value of acquired businesses in excess of identifiable assets and liabilities as of the acquisition date. The carrying value of other intangibles represents the fair value of trademarks, trade names and other acquired intangibles as of the acquisition date. Goodwill and other acquired intangibles expected to contribute indefinitely to our cash flows are not amortized, but must be evaluated by management at least annually for impairment. If carrying value exceeds current fair value, the intangible is considered impaired and is reduced to fair value with a charge to earnings. Events and conditions that could result in an impairment include changes in the industry in which we operate including general economic conditions, competition or other factors leading to reduction in expected sales or profitability. Should the value of one or more of the acquired intangibles become impaired, our consolidated earnings and net worth may be materially adversely affected.

***We cannot provide any guaranty of future dividend payments or that we will continue to repurchase our common stock pursuant to our stock repurchase program.***

Although our board of directors has indicated an intention to pay future quarterly cash dividends on our common stock, any determination to pay cash dividends on our common stock in the future will be based primarily upon our financial condition, results of operations, business requirements, and our Board of Directors' continuing determination that the declaration of dividends is in the best interests of our stockholders and is in compliance with all laws and agreements applicable to the dividend. Furthermore, although we have authorized a one-year \$200 million share repurchase program, we may discontinue this program at any time.

## **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

## **ITEM 2. PROPERTIES**

Our corporate headquarters is located at 345 Court Street, Coraopolis, Pennsylvania 15108, where we lease approximately 670,000 square feet of office space. The initial lease term, as defined in the lease agreement, covers 25 years from the rental commencement date, which was March 1, 2010. Beginning in March 2012, we have an option to purchase our corporate headquarters building from our landlord.

We currently lease a 725,000 square foot distribution center in Plainfield, Indiana, a 657,000 square foot distribution center near Atlanta, Georgia and a 601,000 square foot distribution center in Smithton, Pennsylvania. The terms of these leases expire in 2022, 2021 and 2025, respectively. During fiscal 2011, the Company purchased land and entered into a development contract to construct a new 624,000 square foot distribution center in Goodyear, Arizona. The Company currently expects the new distribution center to be operational in January 2013. The Company will own this distribution center.

We lease all of our stores. Initial lease terms are generally for ten to 25 years, and most leases contain multiple five-year renewal options and rent escalation provisions. We believe that our leases, when entered into, are at market rate rents. We generally select a new store site six to 18 months before its opening. Our stores are primarily located in shopping centers in regional shopping areas, as well as in freestanding locations and in malls.

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As of January 28, 2012, we operated 561 stores in 43 states. The following table sets forth the number of stores by state:

<b>State</b>	<b>Dick's</b>	<b>Golf Galaxy</b>	<b>Total</b>
Alabama	10	-	10
Arizona	6	-	6
Arkansas	3	-	3
California	19	2	21
Colorado	13	2	15
Connecticut	10	1	11
Delaware	2	1	3
Florida	17	3	20
Georgia	16	-	16
Idaho	2	1	3
Illinois	23	7	30
Indiana	17	1	18
Iowa	4	1	5
Kansas	7	1	8
Kentucky	7	1	8
Louisiana	3	-	3
Maine	4	-	4
Maryland	11	3	14
Massachusetts	16	1	17
Michigan	18	1	19
Minnesota	8	4	12
Mississippi	5	-	5
Missouri	9	2	11
Nebraska	3	1	4
Nevada	1	1	2
New Hampshire	4	-	4
New Jersey	15	4	19
New York	32	5	37
North Carolina	25	5	30
Ohio	37	9	46
Oklahoma	3	2	5
Oregon	9	1	10
Pennsylvania	36	5	41
Rhode Island	2	-	2
South Carolina	9	-	9
Tennessee	14	1	15
Texas	18	6	24
Utah	2	1	3
Vermont	2	-	2
Virginia	23	4	27
Washington	2	-	2
West Virginia	6	-	6
Wisconsin	7	4	11
Total	480	81	561

### ITEM 3. LEGAL PROCEEDINGS

As previously disclosed in the Company's filings, on January 28, 2011, the Company and attorneys for a group of plaintiffs filed a settlement agreement in the United States District Court for the Western District of New York to settle Tamara Barrus, et al. v Dick's Sporting Goods, Inc. et al. ("Barrus") and related state law claims. Barrus, which was initially filed in May 2005, and the related state law claims alleged failures to pay regular and overtime wages as required by the Fair Labor Standards Act and various state laws. On July 29, 2011, the court granted final approval to the settlement and entered a final judgment in the action. On September 28, 2011, the settlement became effective under the terms of the settlement agreement, and on October 5, 2011, the Company transferred funds to the claims administrator in final satisfaction of the Company's and other defendants' financial obligations under the settlement agreement. The Company does not have any remaining material obligations pursuant to the settlement agreement.

### ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

#### MARKET INFORMATION AND DIVIDEND POLICY

The shares of Dick's Sporting Goods, Inc. common stock are listed and traded on the New York Stock Exchange ("NYSE") under the symbol "DKS". The Company also has shares of Class B common stock outstanding, which are not listed or traded on any stock exchange or other market. Shares of our Class B common stock can be converted on a one-for-one basis to shares of our common stock at any time at the holder's option and are automatically converted upon other events. Our common stock began trading on October 16, 2002, following the Company's initial public offering. Set forth below, for the applicable periods indicated, are the high and low closing sales prices per share of the Company's common stock as reported by the NYSE.

<u>Fiscal Quarter Ended</u>	<u>High</u>	<u>Low</u>
April 30, 2011	\$ 42.04	\$ 35.94
July 30, 2011	\$ 42.58	\$ 35.67
October 29, 2011	\$ 39.79	\$ 29.86
January 28, 2012	\$ 42.21	\$ 34.64

<u>Fiscal Quarter Ended</u>	<u>High</u>	<u>Low</u>
May 1, 2010	\$ 30.78	\$ 22.46
July 31, 2010	\$ 29.72	\$ 24.39
October 30, 2010	\$ 29.48	\$ 24.47
January 29, 2011	\$ 37.81	\$ 28.99

The number of holders of record of shares of the Company's common stock and Class B common stock as of March 5, 2012 was 283 and 22, respectively.

On November 14, 2011, our Board of Directors (the "Board") approved and declared our first ever cash dividend. The \$0.50 per share annual dividend was paid on December 28, 2011 to all stockholders of record as of the close of business on December 7, 2011. The Company currently intends to make quarterly cash dividend payments in the future and on February 13, 2012, the Board declared the first quarterly cash dividend for fiscal 2012 of \$0.125 per share payable on March 30, 2012 to all stockholders of record on March 2, 2012. The declaration of future dividends and the establishment of

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the per share amount, record dates and payment dates for any such future dividends are subject to the final determination of the Board, and will be dependent upon future earnings, cash flows, financial requirements and other factors.

### ISSUER PURCHASES OF EQUITY SECURITIES

On January 11, 2012, the Board authorized a share repurchase program of up to \$200 million of the Company's common stock over 12 months. The Company will finance the repurchases from cash on hand. Pursuant to the share repurchase program, the Company repurchased 30,600 shares of common stock for \$1.2 million during the three months ended January 28, 2012. As of January 28, 2012, \$198.8 million remained available under this program. The Company may terminate the repurchase program at any time.

The following table sets forth information with respect to common stock repurchases made during the three months ended January 28, 2012.

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid Per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</u>	<u>Dollar Value of Shares That May Yet be Purchased Under the Plan or Program</u>
October 30, 2011 to November 26, 2011	429 <sup>(a)</sup>	\$ 37.30	-	-
November 27, 2011 to December 31, 2011	-	-	-	-
January 1, 2012 to January 28, 2012	30,600	\$ 40.00	30,600	\$ 198,776,016
Total	<u>31,029</u>	<u>\$ 39.96</u>	<u>30,600</u>	

(a) Represents shares of our common stock transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock during the period.

The information set forth under Part III, Item 12. "Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters" is incorporated herein.

### ITEM 6. SELECTED FINANCIAL DATA

The selected consolidated financial data for fiscal years 2011, 2010, 2009, 2008 and 2007 presented below under the captions "Statement of Income Data", "Per Common Share Data", "Other Data" and "Balance Sheet Data" have been derived from our consolidated financial statements for those periods. The selected consolidated financial data for fiscal years 2011, 2010, 2009, 2008 and 2007 presented below under the caption "Store Data" have been derived from internal records of our operations.

Our fiscal year consists of 52 or 53 weeks, ends on the Saturday nearest to the last day in January and is referenced by the calendar year ending closest to that date. All fiscal years presented include 52 weeks of operations.

The information set forth below should be read in conjunction with other sections of this report including Item 7. "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and related notes.

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	<b>Fiscal Year</b>				
	<b>2011</b>	<b>2010</b>	<b>2009</b>	<b>2008</b>	<b>2007</b>
(Dollars in thousands, except per share and per square foot data)					
<b>Statement of Income Data:</b>					
Net sales	\$ 5,211,802	\$ 4,871,492	\$ 4,412,835	\$ 4,130,128	\$ 3,888,422
Cost of goods sold <sup>(1)</sup>	3,616,921	3,422,462	3,195,899	2,946,079	2,730,359
Gross profit	1,594,881	1,449,030	1,216,936	1,184,049	1,158,063
Selling, general and administrative expenses <sup>(2)</sup>	1,148,268	1,129,293	972,025	928,170	870,415
Impairment of goodwill and other intangible assets <sup>(3)</sup>	-	-	-	164,255	-
Impairment of store assets <sup>(3)</sup>	-	-	-	29,095	-
Merger and integration costs	-	-	10,113	15,877	-
Pre-opening expenses	14,593	10,488	9,227	16,272	18,831
Income from operations	432,020	309,249	225,571	30,380	268,817
Gain on sale of investment <sup>(4)</sup>	(13,900)	-	-	-	-
Gain on sale of asset <sup>(5)</sup>	-	-	-	(2,356)	-
Interest expense <sup>(6)</sup>	13,868	14,016	4,543	17,430	20,805
Other expense (income)	26	(2,278)	(2,148)	1,485	(2,065)
Income before income taxes	432,026	297,511	223,176	13,821	250,077
Provision for income taxes	168,120	115,434	87,817	53,686	99,511
Net income (loss)	<u>\$ 263,906</u>	<u>\$ 182,077</u>	<u>\$ 135,359</u>	<u>\$ (39,865)</u>	<u>\$ 150,566</u>
<b>Per Common Share Data:</b>					
Earnings (loss) per common share - Basic	\$ 2.19	\$ 1.57	\$ 1.20	\$ (0.36)	\$ 1.38
Earnings (loss) per common share - Diluted	\$ 2.10	\$ 1.50	\$ 1.15	\$ (0.36)	\$ 1.29

Dividends declared per common share	\$	0.50	\$	-	\$	-	\$	-	\$	-
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Weighted  
average  
common  
shares  
outstanding:

Basic	120,232	116,236	113,184	111,662	109,383
Diluted	125,768	121,724	117,955	111,662	116,504

#### Store Data:

Same store sales increase (decrease) <sup>(7)</sup>	2.0%	7.2%	(1.4%)	(4.8%)	2.4%
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Number of stores at end of period	561	525	510	487	434
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Total square footage at end of period	27,596,140	25,889,771	24,816,442	23,592,850	21,084,292
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Net sales per square foot <sup>(8)</sup>	\$	187	\$	185	\$	177	\$	186	\$	196
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#### Other Data:

Gross profit margin	30.6%	29.7%	27.6%	28.7%	29.8%
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Selling, general and administrative expenses as a percentage of net sales	22.0%	23.2%	22.0%	22.5%	22.4%
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Operating margin	8.3%	6.3%	5.1%	0.7%	6.9%
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Inventory turnover <sup>(9)</sup>	3.37x	3.39x	3.26x	3.06x	3.22x
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Depreciation and amortization	\$	116,581	\$	110,394	\$	100,948	\$	90,732	\$	75,052
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#### Balance Sheet

##### Data:

Inventories, net	\$	1,014,997	\$	896,895	\$	895,776	\$	854,771	\$	887,364
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Working capital <sup>(10)</sup>	\$	928,247	\$	715,787	\$	426,686	\$	436,741	\$	309,630
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Total assets	\$	2,996,452	\$	2,597,536	\$	2,245,333	\$	1,961,846	\$	2,031,662
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Total debt including capital and financing lease obligations	\$	159,022	\$	140,841	\$	142,243	\$	181,543	\$	173,558
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Retained earnings	\$	932,871	\$	730,468	\$	548,391	\$	413,032	\$	452,897
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Total  
stockholders'  
equity      \$ 1,632,745   \$ 1,363,581   \$ 1,083,227   \$ 893,577   \$ 894,303

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- (1) Cost of goods sold includes the cost of merchandise, inventory shrinkage and obsolescence, freight, distribution and store occupancy costs.
- (2) Selling, general and administrative expenses for fiscal 2010 include \$16.4 million relating to future lease obligations and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores and \$10.8 million relating to litigation settlement costs. Selling, general and administrative expenses for fiscal 2011 includes a \$2.1 million expense reduction relating to the partial reversal of previously accrued litigation settlement costs.
- (3) In fiscal 2008, the Company recorded non-cash impairment charges of \$164.3 million attributable to the impairment of Golf Galaxy's goodwill and other intangible assets. The Company also recorded non-cash impairment charges of \$29.1 million in connection with certain underperforming Dick's Sporting Goods, Golf Galaxy and Chick's Sporting Goods stores.
- (4) Gain on sale of investment resulted from the sale of the Company's remaining investment in GSI Commerce, Inc., the Company's e-commerce service provider.
- (5) Gain on sale of asset resulted from the Company exercising a buy-out option on an aircraft lease and subsequently selling the aircraft.
- (6) Interest expense in fiscal 2011 and 2010 includes \$10.6 million relating to rent payments under the Company's financing lease obligation for its corporate headquarters, which the Company began occupying in January 2010.
- (7) A store is included in the same store sales calculation in the same fiscal period that it commences its 14<sup>th</sup> full month of operations. Stores that were closed or relocated during the applicable period have been excluded from same store sales. Each relocated store is returned to the same store base in the fiscal period that it commences its 14<sup>th</sup> full month of operations at that new location. The Company's e-commerce business is included in the same store sales calculation beginning in fiscal 2010. Golf Galaxy stores were included in the full year same store sales calculation beginning in fiscal 2009.
- (8) Calculated using net sales and gross square footage of all stores open at both the beginning and the end of the period. Gross square footage includes the storage, receiving and office space that generally occupies approximately 17% of total store space in our Dick's stores.
- (9) Calculated as cost of goods sold divided by the average monthly ending inventories of the last 13 months.
- (10) Defined as current assets less current liabilities.

## **ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*The following discussion and analysis should be read in conjunction with Item 6, "Selected Financial Data" and our consolidated financial statements and related notes appearing elsewhere in this report. This Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. See "Forward-Looking Statements" and Part I, Item 1A. "Risk Factors".*

### **Overview**

Dick's is an authentic full-line sporting goods retailer offering a broad assortment of brand name sporting goods equipment, apparel and footwear in a specialty store environment. The Company also owns and operates Golf Galaxy, LLC, a golf specialty retailer ("Golf Galaxy"). As of January 28, 2012,

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we operated 480 Dick's stores in 43 states and 81 Golf Galaxy stores in 30 states, with approximately 27.6 million square feet in 43 states on a consolidated basis, the majority of which are located throughout the eastern half of the United States. The Company maintains e-commerce operations for both Dick's and Golf Galaxy.

The primary factors that historically influenced the Company's profitability and success have been its growth in the number of stores and selling square footage, positive same store sales and its strong gross profit margins. In the last five years, the Company has grown from 294 stores at the end of fiscal 2006 to 561 stores at the end of fiscal 2011, reflecting both organic growth and acquisitions. The Company continues to expand its presence through the opening of new stores to its ultimate goal of at least 900 Dick's locations across the United States.

In order to monitor the Company's success, the Company's senior management monitors certain key performance indicators, including:

- Consolidated same store sales performance – Fiscal 2011 consolidated same store sales increased 2.0% compared to a 7.2% increase in fiscal 2010. The Company believes that its ability to consistently deliver increases in consolidated same store sales will be a key factor in achieving its targeted levels of earnings per share growth and continuing its store expansion program.
- Operating cash flow – The Company generated \$410.4 million of cash flow from operations in fiscal 2011 compared to \$390.0 million in fiscal 2010. See further discussion of the Company's cash flows in the Liquidity and Capital Resources section herein. The Company believes that a key strength of its business has been the ability to consistently generate positive cash flow from operations. Strong cash flow generation is critical to the future success of the Company, not only to support the general operating needs of the Company, but also to fund capital expenditures related to its store network, distribution and administrative facilities, costs associated with continued improvement of information technology tools, costs associated with potential strategic acquisitions that may arise from time to time and shareholder return initiatives, including cash dividends and share repurchases.
- Quality of merchandise offerings – To monitor and maintain acceptance of its merchandise offerings, the Company monitors sell-throughs, inventory turns, gross margins and markdown rates on a department and style level. This analysis helps the Company manage inventory levels to reduce cash flow requirements and deliver optimal gross margins by improving merchandise flow and establishing appropriate price points to minimize markdowns.
- Store productivity – To assess store-level performance, the Company monitors various indicators, including new store productivity, sales per square foot, store operating contribution margin and store cash flow. New store productivity compares the sales increase for all stores not included in the same store sales calculation with the increase in square footage.

## **Executive Summary**

- Net income for the year ended January 28, 2012 increased 45% to \$263.9 million, or \$2.10 per diluted share, as compared to net income of \$182.1 million, or \$1.50 per diluted share, in fiscal 2010.
  - Fiscal 2011 net income included a gain on sale of investment of \$8.7 million, net of tax, or \$0.07 per diluted share and an increase to net income of \$1.3 million, net of tax, or \$0.01 per diluted share, resulting from a partial reversal of litigation settlement costs previously accrued during fiscal 2010.
  - Fiscal 2010 net income included expenses relating to future lease payments and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores

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of approximately \$9.8 million, net of tax, or \$0.08 per diluted share and a litigation settlement charge of approximately \$6.5 million, net of tax, or \$0.05 per diluted share.

- Net sales increased 7% to \$5,211.8 million in fiscal 2011 from \$4,871.5 million in fiscal 2010 due primarily to a 2.0% increase in consolidated same store sales and the growth of our store network.
- Gross profit increased to 30.60% in fiscal 2011 as a percentage of net sales from 29.75% in fiscal 2010 due primarily to higher merchandise margins and leverage of fixed occupancy costs.
- In fiscal 2011, the Company:
  - Declared an annual cash dividend of \$0.50 per share, the first ever such dividend.
  - Executed a new credit agreement that increases the Company's borrowing capacity to \$500 million and allows for a \$250 million increase in the total capacity, subject to the satisfaction of certain conditions.
  - Authorized a one-year share repurchase program of up to \$200 million of the Company's common stock. Pursuant to this program, the Company repurchased 30,600 shares of common stock for \$1.2 million in fiscal 2011.
  - Began construction on a fourth distribution center, which we expect will increase the Company's total distribution capacity to approximately 750 stores.

**Results of Operations**

The following table presents for the periods indicated selected items in the Consolidated Statements of Income as a percentage of the Company's net sales, as well as the basis point change in percentage of net sales from the prior year:

	Fiscal Year			Basis Point	
	2011	2010	2009	Increase / (Decrease) in Percentage of Net Sales from Prior Year	Basis Point Increase / (Decrease) in Percentage of Net Sales from Prior Year
Net sales <sup>(1)</sup>	100.00%	100.00%	100.00%	N/A	N/A
Cost of goods sold, including occupancy and distribution costs <sup>(2)</sup>	69.40	70.25	72.42	(85)	(217)
Gross profit	30.60	29.75	27.58	85	217
Selling, general and administrative expenses <sup>(3)</sup>	22.03	23.18	22.03	(115)	115
Merger and integration costs <sup>(4)</sup>	-	-	0.23	-	(23)

Pre-opening expenses <sup>(5)</sup>	0.28	0.22	0.21	6	1
Income from operations	8.29	6.35	5.11	194	124
Gain on sale of investment <sup>(6)</sup>	(0.27)	-	-	(27)	-
Interest expense <sup>(7)</sup>	0.27	0.29	0.10	(2)	19
Other expense (income) <sup>(8)</sup>	-	(0.05)	(0.05)	5	-
Income before income taxes	8.29	6.11	5.06	218	105
Provision for income taxes	3.23	2.37	1.99	86	38
Net income	5.06%	3.74%	3.07%	132	67

- (1) Revenue from retail sales is recognized at the point of sale, net of sales tax. Revenue from e-commerce sales is recognized upon shipment of merchandise and any service-related revenue is recognized as the services are

performed. A provision for anticipated merchandise returns is provided through a reduction of sales and cost of goods sold in the period that the related sales are recorded. Revenue from gift cards and returned merchandise credits (collectively the "cards") are deferred and recognized upon the redemption of the cards. These cards have no expiration date. Income from unredeemed cards is recognized on the Consolidated Statements of Income within selling, general and administrative expenses at the point at which redemption becomes remote. The Company performs an evaluation of the aging of the unredeemed cards, based on the elapsed time from the date of original issuance, to determine when redemption becomes remote.

- (2) Cost of goods sold includes the cost of merchandise, inventory shrinkage and obsolescence, freight, distribution and store occupancy costs. Store occupancy costs include rent, common area maintenance charges, real estate and other asset-based taxes, store maintenance, utilities, depreciation, fixture lease expenses and certain insurance expenses.
- (3) Selling, general and administrative expenses include store and field support payroll and fringe benefits, advertising, bank card charges, information systems, marketing, legal, accounting, other store expenses and all expenses associated with operating the Company's corporate headquarters. Selling, general and administrative expenses for fiscal 2010 include expenses relating to future lease obligations and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores as well as a litigation settlement charge. Fiscal 2011 includes an expense reduction relating to the partial reversal of previously accrued litigation settlement costs.
- (4) Merger and integration costs primarily include duplicative administrative costs and management, advertising and severance expenses associated with the conversions from Chick's Sporting Goods ("Chick's") stores to Dick's stores.
- (5) Pre-opening expenses consist primarily of rent, marketing, payroll and recruiting costs incurred prior to a new or relocated store opening which are expensed as incurred.
- (6) Gain on sale of available-for-sale securities.
- (7) Interest expense primarily includes rent payments under the Company's financing lease obligation for its corporate headquarters, which it began occupying in January 2010.
- (8) Results primarily from gains and losses associated with changes in deferred compensation plan investment values and interest income earned on highly liquid instruments purchased with a maturity of three months or less at the date of purchase.

## **Fiscal 2011 Compared to Fiscal 2010**

### **Net Income**

The Company reported net income for the year ended January 28, 2012 of \$263.9 million, or \$2.10 per diluted share, as compared to net income of \$182.1 million, or \$1.50 per diluted share, in fiscal 2010. Fiscal 2011 net income included a gain on sale of investment of \$8.7 million, net of tax, or \$0.07 per diluted share and an increase to net income of \$1.3 million, net of tax, or \$0.01 per diluted share, resulting from a partial reversal of litigation settlement costs previously accrued during fiscal 2010. Fiscal 2010 net income included expenses relating to future lease payments and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores of approximately \$9.8 million, net of tax, or \$0.08 per diluted share and a litigation settlement charge of approximately \$6.5 million, net of tax, or \$0.05 per diluted share.

### **Net Sales**

Net sales increased 7% to \$5,211.8 million in fiscal 2011 from \$4,871.5 million in fiscal 2010 due primarily to a 2.0% increase in consolidated same store sales and the growth of our store network. The 2.0% consolidated same store sales increase consisted of a 0.8% increase in Dick's Sporting Goods stores, a 4.3% increase in Golf Galaxy and a 36.4% increase in e-commerce. The inclusion of the e-commerce business resulted in an increase of approximately 100 basis points to the Company's consolidated same store sales calculation for fiscal 2011.

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The increase in consolidated same store sales was broad based, with increases in apparel, footwear, team sports and golf. The same store sales increase at Dick's stores was driven by an increase in sales per transaction of approximately 2.4%, offset by a decrease in transactions of approximately 1.6% at Dick's stores. Every 1% change in consolidated same store sales would have impacted fiscal 2011 earnings before income taxes by approximately \$15 million.

### *Store Count*

During 2011, we opened 36 Dick's stores and relocated one Golf Galaxy store, resulting in an ending store count of 561 stores with approximately 27.6 million square feet in 43 states.

### **Income from Operations**

Income from operations increased \$122.8 million to \$432.0 million in fiscal 2011 from \$309.2 million in fiscal 2010.

Gross profit increased 10% to \$1,594.9 million in fiscal 2011 from \$1,449.0 million in fiscal 2010. As a percentage of net sales, gross profit increased to 30.60% in fiscal 2011 from 29.75% in fiscal 2010. The 85 basis point increase is due primarily to a 68 basis point increase in merchandise margin that resulted from our continued inventory management efforts, evidenced by less clearance activity compared with last year and changes in sales mix at our Dick's stores. Gross profit was further impacted by a 36 basis point decrease in fixed occupancy costs resulting primarily from leverage on the increase in consolidated same store sales compared to last year. Every 10 basis point change in merchandise margin would have impacted fiscal 2011 earnings before income taxes by approximately \$5 million.

Selling, general and administrative expenses increased 2% to \$1,148.3 million in fiscal 2011 from \$1,129.3 million in fiscal 2010, but decreased as a percentage of net sales by 115 basis points. Fiscal 2010 included expenses totaling \$16.4 million relating to future lease obligations and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores, which contributed 34 basis points as a percentage of net sales to the total decrease. During the third quarter of 2011, the Company transferred funds in final satisfaction of its obligations under a court approved settlement of a wage and hour class action lawsuit. See Part I, Item 3. "Legal Proceedings" of this report for additional information. The settlement funding was \$2.1 million lower than the previous estimate of \$10.8 million, recognized in fiscal 2010. In total, this legal settlement contributed 26 basis points to the decrease in selling, general and administrative expenses from the prior year. As a percentage of net sales, advertising and store payroll expenses decreased 20 basis points and 17 basis points from fiscal 2010, respectively, due to leverage on the increase in net sales this year.

Pre-opening expenses increased \$4.1 million to \$14.6 million in fiscal 2011 from \$10.5 million in fiscal 2010. Pre-opening expenses were for the opening of 36 new Dick's stores as well as the relocation of one Golf Galaxy store in fiscal 2011 compared to the opening of 26 new Dick's stores and two new Golf Galaxy stores and the relocation of two Dick's stores in fiscal 2010. Pre-opening expenses in any year fluctuate depending on the timing and number of store openings and relocations.

### **Gain on Sale of Investment**

Gain on sale of investment was \$13.9 million in the current year resulting from the sale of the Company's remaining investment in GSI Commerce, Inc., the Company's e-commerce service provider.

### **Interest Expense**

Interest expense totaled \$13.9 million for fiscal 2011 compared to \$14.0 million for fiscal 2010. Interest expense for fiscal 2011 and fiscal 2010 includes \$10.6 million related to rent payments under the Company's financing lease for its corporate headquarters building. The Company did not make any borrowings under its revolving credit facility in fiscal 2011 or 2010.

## **Income Taxes**

The Company's effective tax rate was 38.9% for fiscal 2011 as compared to 38.8% for fiscal 2010.

## **Fiscal 2010 Compared to Fiscal 2009**

### **Net Income**

The Company reported net income of \$182.1 million, or \$1.50 per diluted share, in fiscal 2010 compared to net income of \$135.4 million, or \$1.15 per diluted share, in fiscal 2009. Net income for fiscal 2010 included expenses relating to future lease obligations and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores of approximately \$9.8 million, net of tax, or \$0.08 per diluted share, and expenses related to a litigation settlement of approximately \$6.5 million, net of tax, or \$0.05 per diluted share. Net income for fiscal 2009 included approximately \$6.1 million of merger and integration costs, net of tax, or \$0.05 per diluted share.

### **Net Sales**

Net sales increased 10% to \$4,871.5 million in fiscal 2010 from \$4,412.8 million in fiscal 2009, due primarily to a 7.2% increase in consolidated same store sales and the opening of new stores. The Company's e-commerce business was included in the Company's consolidated same store sales calculation beginning in fiscal 2010. The 7.2% consolidated same store sales increase consisted of a 6.5% increase in Dick's Sporting Goods stores, a 5.1% increase in Golf Galaxy and a 38.1% increase in e-commerce. The inclusion of the e-commerce business resulted in an increase of approximately 73 basis points to the Company's consolidated same store sales calculation for fiscal 2010.

The increase in consolidated same store sales was broad based, with increases in apparel and footwear. The consolidated same store sales increase was driven primarily by an increase in transactions of approximately 6.5% at Dick's stores. Every 1% change in consolidated same store sales would have impacted fiscal 2010 earnings before income taxes by approximately \$13 million.

### *Store Count*

During 2010, we opened 26 Dick's stores and two Golf Galaxy stores, relocated two Dick's stores, closed one Dick's store and closed 12 underperforming Golf Galaxy stores, resulting in an ending store count of 525 stores with approximately 25.9 million square feet in 43 states.

## **Income from Operations**

Income from operations increased \$83.6 million to \$309.2 million in fiscal 2010 from \$225.6 million in fiscal 2009.

Gross profit increased 19% to \$1,449.0 million in fiscal 2010 from \$1,216.9 million in fiscal 2009. As a percentage of net sales, gross profit increased to 29.75% in fiscal 2010 from 27.58% in fiscal 2009. The 217 basis point increase was due primarily to a 140 basis point increase in merchandise margins that resulted from changes in sales mix at our Dick's stores, a reduction in clearance activity at our Golf Galaxy stores and the inventory liquidation event at the Chick's stores prior to their conversion to Dick's stores in May 2009. Gross profit was further impacted by the leverage of fixed occupancy and freight and distribution costs resulting primarily from the increase in consolidated same store sales compared to fiscal 2009. Every 10 basis point change in merchandise margin would have impacted fiscal 2010 earnings before income taxes by approximately \$4 million.

Selling, general and administrative expenses increased 16% to \$1,129.3 million in fiscal 2010 from \$972.0 million in fiscal 2009, and as a percentage of net sales, selling, general and administrative expenses increased by 115 basis points. Administrative expenses increased 77 basis points as a percentage of net sales from fiscal 2009 primarily due to higher costs related to our relocated corporate

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headquarters as well as technology and other infrastructure related costs to support our business strategies. In fiscal 2010, the Company recognized expenses of \$16.4 million relating to future lease obligations and asset impairment charges resulting from the closure of 12 underperforming Golf Galaxy stores and \$10.8 million related to a litigation settlement, or 34 basis points and 22 basis points as a percentage of net sales, respectively. Advertising expenses increased 17 basis points as a percentage of net sales, resulting from investments in marketing initiatives geared toward pursuing market share gains, which included the promotion of National Runner's Month as well as the Company's collaborative marketing initiative with adidas related to the adiZero shoe launch. Store payroll expenses decreased 31 basis points as a percentage of net sales primarily due to maintaining store payroll at levels similar to fiscal 2009 despite the increase in sales in fiscal 2010.

The Company recorded \$10.1 million of merger and integration costs during fiscal 2009. These costs related to the integration of Chick's operations and included duplicative administrative costs and management, advertising and severance expenses associated with the conversions from Chick's stores to Dick's stores.

Pre-opening expenses increased \$1.3 million to \$10.5 million in fiscal 2010 from \$9.2 million in fiscal 2009. Pre-opening expenses were for the opening of 26 new Dick's stores and two new Golf Galaxy stores, as well as the relocation of two Dick's stores in fiscal 2010 compared to the opening of 24 new Dick's stores and one new Golf Galaxy store and the relocation of one Dick's store in fiscal 2009. Pre-opening expenses in any year fluctuate depending on the timing and number of store openings and relocations.

### **Interest Expense**

Interest expense increased \$9.5 million to \$14.0 million in fiscal 2010 from \$4.5 million in fiscal 2009. Interest expense for fiscal 2010 included \$10.6 million related to rent payments under the Company's financing lease obligation for its corporate headquarters building, which it began occupying in January 2010. Interest expense related to the Company's other debt obligations decreased \$1.1 million, primarily due to a decrease in average borrowings under the Company's revolving credit facility. The Company did not make any borrowings under its revolving credit facility during fiscal 2010.

### **Income Taxes**

The Company's effective tax rate was 38.8% for fiscal 2010 as compared to 39.3% for fiscal 2009. The effective tax rate for fiscal 2010 reflects the Company's efforts to simplify the organization of its tax entities.

### **Liquidity and Capital Resources**

#### **Overview**

The Company's liquidity and capital needs have generally been met by cash from operating activities and borrowings under a revolving credit facility. Net cash provided by operating activities for fiscal 2011 was \$410.4 million compared to \$390.0 million for fiscal 2010. During fiscal 2011 and fiscal 2010, apart from letters of credit, the Company did not borrow amounts under its current or prior credit facility. Net cash from operating, investing and financing activities are discussed further below.

On December 5, 2011, the Company entered into a five-year credit agreement with Wells Fargo Bank, National Association (the "Credit Agreement") which replaced the Company's then existing credit facility that was terminated. The Credit Agreement provides for a \$500 million revolving credit facility, including up to \$100 million in the form of letters of credit and allows the Company, subject to the satisfaction of certain conditions, to request an increase of up to \$250 million in borrowing availability to the extent that existing or new lenders agree to provide such additional revolving commitments.

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The Credit Agreement, which matures on December 5, 2016, is secured by a first priority security interest in certain property and assets, including receivables, inventory, deposit accounts and other personal property of the Company and is guaranteed by the Company's domestic subsidiaries.

The interest rates per annum applicable to loans under the Credit Agreement will be, at the Company's option, equal to a base rate or an adjusted LIBO rate plus an applicable margin percentage. The applicable margin percentage for base rate loans is 0.20% to 0.50% and for adjusted LIBO rate loans is 1.20% to 1.50%, depending on the borrowing availability of the Company.

The Credit Agreement contains certain covenants that limit the ability of the Company to, among other things: incur or guarantee additional indebtedness; pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt; make investments; sell assets; and consolidate, merge or transfer all or substantially all of the Company's assets. In addition, the Credit Agreement requires that the Company maintain a minimum adjusted availability of 7.5% of its borrowing base.

There were no borrowings under the Credit Agreement as of January 28, 2012. As of January 28, 2012, the Company had outstanding letters of credit and total borrowing capacity under the Credit Agreement of \$21.2 million and \$478.8 million, respectively.

Normal capital requirements consist primarily of capital expenditures related to the addition of new stores, remodeling of existing stores, enhancing information technology and improving distribution infrastructure. The Company has a capital appropriations committee that approves all capital expenditures in excess of certain amounts and groups and prioritizes all capital projects among required, discretionary and strategic. The Company currently expects capital expenditures, net of deferred construction allowances and proceeds from sale leaseback transactions, to be approximately \$190 million in fiscal 2012.

The Company currently plans to open approximately 40 new Dick's stores during fiscal 2012, all of which the Company plans to lease. In fiscal 2011, the Company purchased land and entered into a development contract for the construction of a new 624,000 square foot distribution center located in Goodyear, Arizona. Construction of this facility will continue during fiscal 2012. This distribution center is currently expected to be operational in January 2013 and is expected to increase the Company's total distribution capacity to approximately 750 stores. Beginning in March 2012, the Company has an option to purchase its corporate headquarters building from its landlord. Should the Company elect to exercise this option, the Company currently expects that the purchase would be funded by cash provided by operating and financing activities.

The Company believes that cash flows generated by operations and funds available under the Credit Agreement will be sufficient to satisfy our current capital requirements through fiscal 2012. Other investment opportunities, such as potential strategic acquisitions or store expansion rates in excess of those presently planned, may require additional funding.

On November 14, 2011, our Board approved and declared our first ever cash dividend. The \$0.50 per share annual dividend was paid on December 28, 2011 to all stockholders of record as of the close of business on December 7, 2011. The Company currently intends to make quarterly cash dividend payments in the future, and on February 13, 2012, the Board declared a quarterly cash dividend of \$0.125 per share to be paid on March 30, 2012 to stockholders of record on March 2, 2012. The declaration of future dividends and the establishment of the per share amount, record dates and payment dates for any such future dividends are subject to the final determination of the Board, and will be dependent upon future earnings, cash flows, financial requirements and other factors.

On January 11, 2012, the Board authorized a one-year share repurchase program of up to \$200 million of the Company's common stock. The Company will finance the repurchases from cash on hand. During fiscal 2011, the Company repurchased 30,600 shares of common stock for \$1.2 million. The Company may terminate the repurchase program at any time.

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Changes in cash and cash equivalents are as follows:

	Fiscal Year Ended		
	January 28, 2012	January 29, 2011	January 30, 2010
Net cash provided by operating activities	\$ 410,421	\$ 389,967	\$ 401,329
Net cash used in investing activities	(199,616)	(161,135)	(108,629)
Net cash (used in) provided by financing activities	(22,451)	91,591	(142,034)
Effect of exchange rate changes on cash	(4)	18	108
Net increase in cash and cash equivalents	\$ 188,350	\$ 320,441	\$ 150,774

### Operating Activities

Cash flow from operations is seasonal in our business. Typically, we use cash flow from operations to increase inventory in advance of peak selling seasons, with the pre-Christmas inventory increase being the largest. In the fourth quarter, inventory levels are reduced in connection with Christmas sales and this inventory reduction, combined with proportionately higher net income, typically produces significant positive cash flow.

Operating activities consist primarily of net income, adjusted for certain non-cash items and changes in operating assets and liabilities. Adjustments to net income for non-cash items include depreciation and amortization, deferred income taxes, stock-based compensation expense, tax benefits on stock options as well as non-cash gains and losses on the disposal of the Company's assets. Changes in operating assets and liabilities primarily reflect changes in inventories, accounts payable, income taxes payable/receivable as well as other working capital changes.

Cash provided by operating activities increased \$20.5 million in fiscal 2011 to \$410.4 million. The increase in cash provided by operating activities is due primarily to an \$81.8 million increase in net income, partially offset by decreases in operating assets and liabilities of \$60.5 million and a \$0.8 million decrease in non-cash items. The decrease in operating assets and liabilities year-over-year is primarily due to the following:

- Inventories increased \$117.0 million, partially offset by an increase in accounts payable of \$76.2 million. Inventory per square foot increased 6.2% resulting from higher levels of outerwear and cold weather merchandise due to an unseasonably warm winter season as well as the earlier receipt of spring merchandise and investments in e-commerce inventory levels.
- Changes in accrued expenses decreased \$45.4 million compared to last year. The Company recognized a \$10.8 million litigation settlement charge in fiscal 2010 that contributed to the increase in accrued expenses in fiscal 2010 and the decrease in fiscal 2011 upon the actual funding of the settlement. See Part I, Item 3. "Legal Proceedings" of this report for additional information. Additionally, fiscal 2010 reflected higher employee-related liabilities, which were subsequently paid in fiscal 2011.
- Changes in income taxes payable/receivable for fiscal 2011 improved operating cash flows by \$43.1 million compared to the same period in fiscal 2010. Income tax payments in 2011 were favorably impacted by the timing of estimated deductions for qualified capital expenditures; however the Company anticipates making a \$30.7 million extension payment related to 2011 during the first quarter of fiscal 2012.

[Table of Contents](#)**Investing Activities**

Cash used in investing activities during fiscal 2011 increased by \$38.5 million, to \$199.6 million. The Company's gross capital expenditures were \$201.8 million during fiscal 2011 compared to \$159.1 million during fiscal 2010, which related primarily to the opening of new stores, ongoing remodeling of existing facilities and investment in information systems. The Company opened 36 Dick's stores, remodeled 14 Dick's stores and relocated one Golf Galaxy store during fiscal 2011 as compared to opening 26 Dick's stores, remodeling 12 Dick's stores, relocating two Dick's stores and opening two Golf Galaxy stores in fiscal 2010.

In fiscal 2011, the Company generated proceeds of \$14.1 million from the sale of its remaining investment in GSI Commerce, Inc., the Company's e-commerce service provider.

**Financing Activities**

Cash used in financing activities for 2011 totaled \$22.5 million, primarily reflecting payment of a cash dividend, partially offset by proceeds and excess tax benefits from exercises of stock options.

**Off-Balance Sheet Arrangements**

The Company's off-balance sheet contractual obligations and commercial commitments as of January 28, 2012 relate to operating lease obligations, future minimum guaranteed contractual payments and letters of credit. The Company has excluded these items from the Consolidated Balance Sheets in accordance with generally accepted accounting principles. The Company does not believe that any of these arrangements have, or are reasonably likely to have, a material effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or resources.

**Contractual Obligations and Other Commercial Commitments**

The following table summarizes the Company's material contractual obligations, including both on and off-balance sheet arrangements, in effect at January 28, 2012, and the timing and effect that such commitments are expected to have on the Company's liquidity and capital requirements in future periods:

	<b>Payments Due by Period</b>				
	<b>Total</b>	<b>Less than 1 year</b>	<b>1-3 years</b>	<b>3-5 years</b>	<b>More than 5 years</b>
(Dollars in thousands)					
Contractual obligations: <sup>(a)</sup>					
Capital lease obligations (see Note 6)	27,653	7,343	14,338	908	5,064
Other long-term debt (see Note 6)	738	83	195	223	237
Interest payments	7,682	2,715	1,730	1,142	2,095
Operating lease obligations (see Note 7) <sup>(b)</sup>	3,252,122	405,379	813,219	745,462	1,288,062
Unrecognized tax benefits <sup>(c)</sup>	7,775	7,775	-	-	-
Naming rights, marketing, and other commitments (see Note 14)	103,588	42,572	21,743	11,542	27,731
Future minimum guaranteed contractual payments (see Note 14)	83,926	19,406	35,088	10,880	18,552
<b>Total contractual obligations</b>	<b>\$3,483,484</b>	<b>\$ 485,273</b>	<b>\$ 886,313</b>	<b>\$ 770,157</b>	<b>\$ 1,341,741</b>

(a) Excludes \$130.6 million financing lease obligation as we can not reasonably estimate the timing of payment. The Company's purchase option for its corporate headquarters building is exercisable by the Company at various times beginning in March 2012. See Note 6.

(b) Amounts include the direct lease obligations, excluding any taxes, insurance and other related expenses.

(c) Excludes \$13,830 of accrued liability for unrecognized tax benefits as we can not reasonably estimate the timing of settlement. These payments include interest and penalties.



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The note references above are to the notes to consolidated financial statements included in Item 8 herein.

The following table summarizes the Company's other commercial commitments, including both on and off-balance sheet arrangements, in effect at January 28, 2012:

	<u>Total</u>	<u>Less than 1 year</u>
	<u>(Dollars in thousands)</u>	
Other commercial commitments:		
Documentary letters of credit	\$ 1,800	\$ 1,800
Standby letters of credit	19,397	19,397
Total other commercial commitments	<u>\$ 21,197</u>	<u>\$ 21,197</u>

The Company expects to fund these commitments primarily with operating cash flows generated in the normal course of business.

### **Critical Accounting Policies and Use of Estimates**

The Company's significant accounting policies are described in Note 1 of the consolidated financial statements, which were prepared in accordance with accounting principles generally accepted in the United States of America. Critical accounting policies are those that the Company believes are both most important to the portrayal of the Company's financial condition and results of operations, and require the Company's most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Judgments and uncertainties affecting the application of those policies may result in materially different amounts being reported under different conditions or using different assumptions.

The Company considers the following policies to be the most critical in understanding the judgments that are involved in preparing its consolidated financial statements.

#### ***Inventory Valuation***

The Company values inventory using the lower of weighted average cost or market method. Market price is generally based on the current selling price of the merchandise. The Company regularly reviews inventories to determine if the carrying value of the inventory exceeds market value and the Company records a reserve to reduce the carrying value to its market price, as necessary. Historically, the Company has rarely experienced significant occurrences of obsolescence or slow moving inventory. However, future changes, such as customer merchandise preference, unseasonable weather patterns, economic conditions or business trends could cause the Company's inventory to be exposed to obsolescence or slow moving merchandise.

Shrink expense is accrued as a percentage of merchandise sales based on historical shrink trends. The Company performs physical inventories at the stores and distribution centers throughout the year. The reserve for shrink represents an estimate for shrink for each of the Company's locations since the last physical inventory date through the reporting date. Estimates by location and in the aggregate are impacted by internal and external factors and may vary significantly from actual results.

#### ***Vendor Allowances***

Vendor allowances include allowances, rebates and cooperative advertising funds received from vendors. These funds are determined for each fiscal year and the majority are based on various quantitative contract terms. Amounts expected to be received from vendors relating to the purchase of merchandise inventories are treated as a reduction of inventory and reduce cost of goods sold as the merchandise is

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sold. Amounts that represent a reimbursement of costs incurred, such as advertising, are recorded as a reduction to the related expense in the period that the related expense is incurred. The Company records an estimate of earned allowances based on the latest projected purchase volumes and advertising forecasts. On an annual basis at the end of the year, the Company confirms earned allowances with vendors to ensure the amounts are recorded in accordance with the terms of the contract.

### ***Business Combinations***

In accounting for business combinations, we allocate the purchase price of an acquired business to its identifiable assets and liabilities based on estimated fair values and the excess of the purchase price over the amount allocated to the assets and liabilities, if any, is recorded as goodwill. The determination of fair value involves the use of estimates and assumptions which we believe provides a reasonable basis for determining fair value. We may engage outside appraisal firms to assist in the fair value determination of inventory, identifiable intangible assets such as trade names, and any other significant assets or liabilities.

### ***Goodwill and Intangible Assets***

Goodwill, indefinite-lived and other finite-lived intangible assets are tested for impairment on an annual basis. Additional impairment assessments may be performed on an interim basis if the Company deems it necessary. Our evaluation for impairment requires accounting judgments and financial estimates in determining the fair value of the reporting unit. If these judgments or estimates change in the future, we may be required to record impairment charges for these assets.

The goodwill impairment test is a two-step impairment test. In the first step, the Company compares the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using a combination of a discounted cash flow and a market value approach. The Company's estimates may differ from actual results due to, among other things, economic conditions, changes to its business models, or changes in operating performance. Significant differences between these estimates and actual results could result in future impairment charges and could materially affect the Company's future financial results. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that reporting unit, goodwill is not impaired and the Company is not required to perform further testing. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then the Company must perform the second step in order to determine the implied fair value of the reporting unit's goodwill and compare it to the carrying value of the reporting unit's goodwill. The activities in the second step include valuing the tangible and intangible assets and liabilities of the impaired reporting unit based on their fair value and determining the fair value of the impaired reporting unit's goodwill based upon the residual of the aggregate identified tangible and intangible assets and liabilities.

Intangible assets that have been determined to have indefinite lives are also not subject to amortization and are reviewed at least annually for potential impairment, or more frequently as mentioned above. The fair value of the Company's intangible assets are estimated and compared to their carrying value. The Company estimates the fair value of these intangible assets based on an income approach using the relief-from-royalty method. This methodology assumes that, in lieu of ownership, a third party would be willing to pay a royalty in order to exploit the related benefits of these types of assets. This approach is dependent on a number of factors, including estimates of future growth and trends, royalty rates in the category of intellectual property, discount rates and other variables. The Company recognizes an impairment charge when the estimated fair value of the intangible asset is less than the carrying value.

### ***Impairment of Long-Lived Assets and Closed Store Reserves***

The Company reviews long-lived assets whenever events and circumstances indicate that the carrying value of these assets may not be recoverable based on estimated undiscounted future cash flows. Assets are reviewed at the lowest level for which cash flows can be identified, which is the store level. In determining future cash flows, significant estimates are made by the Company with respect to future operating results of each store over its remaining lease term. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Based on an analysis of current and future store performance, management periodically evaluates the need to close underperforming stores. Reserves are established when the Company ceases to use the location for the present value of any remaining operating lease obligations, net of estimated sublease income. If the timing or amount of actual sublease income differs from estimated amounts, this could result in an increase or decrease in the related reserves.

### ***Self-Insurance***

The Company is self-insured for certain losses related to health, workers' compensation and general liability insurance, although we maintain stop-loss coverage with third-party insurers to limit our liability exposure. Liabilities associated with these losses are estimated in part by considering historical claims experience, industry factors, severity factors and other actuarial assumptions.

### ***Stock-Based Compensation***

The Company accounts for stock-based compensation in accordance with fair value recognition provisions, under which the Company uses the Black-Scholes option-pricing model, which requires the input of assumptions. These assumptions include estimating the length of time employees will retain their vested stock options before exercising them ("expected term"), the estimated volatility of the Company's common stock price over the expected term and the expected dividend yield. In addition, we estimate the number of awards that will ultimately not complete their vesting requirements ("forfeitures") and recognize expense for those stock awards expected to vest. Changes in the assumptions can materially affect the estimate of fair value of stock-based compensation and consequently, the related amount recognized on the Consolidated Statements of Income.

### ***Uncertain Tax Positions***

We account for uncertain tax positions in accordance with generally accepted accounting principles, whereby the Company only recognizes the tax benefit from an uncertain tax position if it is more likely than not that the tax position will be sustained on examination by the taxing authorities. The application of income tax law is inherently complex. Laws and regulations in this area are voluminous and are often ambiguous. As such, we are required to make many subjective assumptions and judgments regarding our income tax exposures. Interpretations of and guidance surrounding income tax laws and regulations change over time. As such, changes in our subjective assumptions and judgments can materially affect amounts recognized on the Consolidated Balance Sheets and Statements of Income.

### ***Recently Issued Accounting Pronouncements***

See Note 1 to the consolidated financial statements in this 10-K for a detailed description of recent accounting pronouncements. We do not expect these recently issued accounting pronouncements to have a material impact on our results of operations, financial condition or liquidity in future periods.

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Interest Rate Risk**

The Company maintains a revolving credit facility to support potential liquidity and capital needs. Our interest rate under the Credit Agreement is benchmarked to a base rate or an adjusted LIBO rate plus an applicable margin percentage, at the Company's election. There were no borrowings under the Credit Agreement or the Company's prior revolving credit facility in fiscal 2011 or 2010.

The Company holds highly liquid instruments purchased with a maturity of three months or less at the date of purchase that are classified as cash equivalents. We had cash equivalent investments at January 28, 2012 and January 29, 2011, totaling \$74.6 million and \$380.6 million, respectively. Since these investments are short term in nature, changes in interest rates generally would not have a material impact on the valuation of these investments. During fiscal 2011 and 2010, a hypothetical 10% increase or decrease in interest rates would not have materially affected our consolidated financial statements.

### **Impact of Inflation**

Inflationary factors such as increases in the cost of our products and overhead costs may adversely affect our operating results. Although we do not believe that inflation has had a material impact on our financial position or results of operations to date, a high rate of inflation in the future may have an adverse effect on our ability to maintain current levels of gross margin and selling, general and administrative expenses as a percentage of net sales if the selling prices of our products do not increase with these increased costs.

### **Tax Matters**

Presently, the Company does not believe that there are any tax matters that could materially affect the consolidated financial statements.

### **Seasonality and Quarterly Results**

The Company's business is subject to seasonal fluctuations. Significant portions of the Company's net sales and profits are realized during the fourth quarter of the Company's fiscal year, which is due in part to the holiday selling season and in part to sales of cold weather sporting goods and apparel. Any decrease in fiscal fourth quarter sales, whether because of a slow holiday selling season, unseasonable weather conditions or otherwise, could have a material adverse effect on our business, financial condition and operating results for the entire fiscal year.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

The financial statements required to be filed hereunder are set forth on pages 48 through 74 of this report.

## **ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

## **ITEM 9A. CONTROLS AND PROCEDURES**

### **Disclosure Controls and Procedures**

The Company carried out an evaluation, under the supervision and with the participation of the Company's management, including the Chief Executive Officer and the Chief Financial Officer, of the

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effectiveness of the design and operation of the disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based upon that evaluation, the Company's Chief Executive Officer and Chief Financial Officer concluded that, as of January 28, 2012, the Company's disclosure controls and procedures are effective in ensuring that material information relating to the Company, including its consolidated subsidiaries, required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that it is accumulated and communicated to management, including our principal executive and financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

### **Report of Management on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of our financial reporting for external purposes in accordance with accounting principles generally accepted in the United States of America. Internal control over financial reporting includes: maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of our financial statements; providing reasonable assurance that receipts and expenditures of Company assets are made in accordance with management authorization; and providing reasonable assurance that unauthorized acquisition, use or disposition of Company assets that could have a material effect on our financial statements would be prevented or detected on a timely basis. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our financial statements would be prevented or detected.

Our management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework and criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. This evaluation included review of the documentation of controls, evaluation of the design effectiveness of controls, testing of the operating effectiveness of controls and a conclusion on this evaluation. Based on this evaluation, management concluded that the Company's internal control over financial reporting was effective as of January 28, 2012.

Deloitte & Touche LLP, an independent registered public accounting firm, has issued an attestation report on the Company's internal control over financial reporting included on the following page of this document.

### **Changes in Internal Control over Financial Reporting**

There were no changes in the Company's internal control over financial reporting during the quarter ended January 28, 2012 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

### **Inherent Limitations of Control Systems**

There are inherent limitations in the effectiveness of any control system, including the potential for human error and the circumvention or overriding of the controls and procedures. Additionally, judgments in decision-making can be faulty and breakdowns can occur because of simple error or mistake. An effective control system can provide only reasonable, not absolute, assurance that the control objectives of the system are adequately met. Accordingly, our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our control system can prevent or detect all error or fraud. Finally, projections of any evaluation or assessment of effectiveness of a control system to future periods are subject to the risks that, over time, controls may become inadequate because of changes in an entity's operating environment or deterioration in the degree of compliance with policies and procedures.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of  
Dick's Sporting Goods, Inc.  
Pittsburgh, Pennsylvania

We have audited the internal control over financial reporting of Dick's Sporting Goods, Inc. and subsidiaries (the "Company") as of January 28, 2012, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Report of Management on Internal Control over Financial Reporting*. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed by, or under the supervision of, the company's principal executive and principal financial officers, or persons performing similar functions, and effected by the company's board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of January 28, 2012, based on the criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the year ended January 28, 2012 of the Company and our report dated March 16, 2012 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania  
March 16, 2012

## **ITEM 9B. OTHER INFORMATION**

None.

## **PART III**

### **ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information required by this Item other than the following information concerning the Company's Code of Business Conduct and Ethics is incorporated herein by reference to Part I, Item 1. "Business – Executive Officers of the Company" in this Form 10-K and to the information under the captions "Election of Directors – Directors Standing for Election", "Election of Directors – Other Directors Not Standing for Election at this Meeting", "Election of Directors – What committees has the Board established", "Election of Directors – How does the Board select its nominees for Director", "Election of Directors – Does the Company have a Code of Ethics" and "Stock Ownership – Section 16(a) Beneficial Ownership Reporting Compliance" in the Company's 2012 Proxy Statement.

The Company has adopted a Code of Business Conduct and Ethics applicable to its associates, officers and directors, which is a "code of ethics" as defined by applicable rules of the SEC. The Company has also adopted charters for its Audit Committee, Compensation Committee and Governance and Nominating Committee, as well as Corporate Governance Guidelines. The Code of Business Conduct and Ethics, committee charters and Corporate Governance Guidelines are publicly available on the Investor Relations portion of the Company's website at <http://www.dickssportinggoods.com/investors>. If the Company makes any amendments to the Code of Business Conduct and Ethics other than technical, administrative, or other non-substantive amendments, or grants any waivers, including implicit waivers, from a provision of the Code of Business Conduct and Ethics applicable to the Company's principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions, the Company will disclose the nature of the amendment or waiver, its effective date and to whom it applies on its website or in a current report on Form 8-K filed with the SEC. The Company's website does not form a part of this report.

### **ITEM 11. EXECUTIVE COMPENSATION**

The information required by this Item is incorporated herein by reference to the information under the captions "Executive Compensation", "Compensation Committee Interlocks and Insider Participation" and "Election of Directors – How are directors compensated?" in the Company's 2012 Proxy Statement. The information under the caption "Executive Compensation – Compensation Committee Report" shall not be deemed "soliciting material," or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into a future filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent the Company specifically incorporates the information by reference.

### **ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED SHAREHOLDER MATTERS**

Part of the information required by this Item is incorporated herein by reference to the information under the caption "Stock Ownership" in the Company's 2012 Proxy Statement. The following table summarizes information, as of January 28, 2012, relating to equity compensation plans of the Company

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pursuant to which grants of options, restricted stock, restricted stock units or other rights to acquire shares may be granted from time to time.

<b>Plan Category</b>	<b>Equity Compensation Plan Information</b>		
	<b>Number of Outstanding Restricted Stock and Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)</b>	<b>Weighted Average Exercise Price of Outstanding Options, Warrants and Rights (b)</b>	<b>Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)</b>
Equity compensation plans approved by security holders <sup>(1)</sup>	11,773,887 <sup>(2)</sup>	\$ 18.65	9,821,008 <sup>(2)</sup>
Equity compensation plans not approved by security holders	-	-	-
<b>Total</b>	<b>11,773,887</b>		<b>9,821,008</b>

<sup>(1)</sup> Includes the 2002 Stock Plan, Employee Stock Purchase Plan, Golf Galaxy, Inc. 1996 Stock Option and Incentive Plan and Golf Galaxy, Inc. 2004 Stock Incentive Plan.

<sup>(2)</sup> Represents shares of common stock. Under the 2002 Stock Plan and the Employee Stock Purchase Plan, no restricted shares of Class B common stock or options exercisable for Class B common stock have been granted.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

The information required by this Item is incorporated herein by reference to the information under the caption "Certain Relationships and Transactions with Related Persons" and "Election of Directors – How does the Board determine which directors are considered independent?" in the Company's 2012 Proxy Statement.

**ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES**

The information required by this Item is incorporated herein by reference to the information under the caption "Ratification of Independent Registered Accounting Firm – Audit and Non-Audit Fees and Independent Public Accountants" in the Company's 2012 Proxy Statement.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) The following documents are filed as part of this Form 10-K:

(1) Financial Statements. The consolidated financial statements required to be filed hereunder are listed in the Index to Consolidated Financial Statements on page 48 of this Form 10-K.

(2) Financial Statement Schedule. The consolidated financial statement schedule to be filed hereunder is included on page 77 of this Form 10-K. Other schedules have not been included because they are not applicable or because the information is included elsewhere in this report.

(3) Exhibits. The Exhibits listed in the Index to Exhibits, which appears on pages 78 to 82 and is incorporated herein by reference, are filed as part of this Form 10-K. Certain Exhibits are incorporated by reference from documents previously filed by the Company with the SEC pursuant to Rule 12b-32 under the Securities Exchange Act of 1934, as amended.

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**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Dick's Sporting Goods, Inc.  
Pittsburgh, Pennsylvania

We have audited the accompanying consolidated balance sheets of Dick's Sporting Goods, Inc. and subsidiaries (the "Company") as of January 28, 2012 and January 29, 2011, and the related consolidated statements of income, changes in stockholders' equity, comprehensive income, and cash flows for each of the three years in the period ended January 28, 2012. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Dick's Sporting Goods, Inc. and subsidiaries as of January 28, 2012 and January 29, 2011, and the results of their operations and their cash flows for each of the three years in the period ended January 28, 2012, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of January 28, 2012, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 16, 2012 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania  
March 16, 2012

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**  
(Amounts in thousands, except per share data)

	Fiscal Year Ended		
	January 28, 2012	January 29, 2011	January 30, 2010
Net sales	\$ 5,211,802	\$ 4,871,492	\$ 4,412,835
Cost of goods sold, including occupancy and distribution costs	3,616,921	3,422,462	3,195,899
<b>GROSS PROFIT</b>	<b>1,594,881</b>	<b>1,449,030</b>	<b>1,216,936</b>
Selling, general and administrative expenses	1,148,268	1,129,293	972,025
Merger and integration costs	-	-	10,113
Pre-opening expenses	14,593	10,488	9,227
<b>INCOME FROM OPERATIONS</b>	<b>432,020</b>	<b>309,249</b>	<b>225,571</b>
Gain on sale of investment	(13,900)	-	-
Interest expense	13,868	14,016	4,543
Other expense (income)	26	(2,278)	(2,148)
<b>INCOME BEFORE INCOME TAXES</b>	<b>432,026</b>	<b>297,511</b>	<b>223,176</b>
Provision for income taxes	168,120	115,434	87,817
<b>NET INCOME</b>	<b>\$ 263,906</b>	<b>\$ 182,077</b>	<b>\$ 135,359</b>
<b>EARNINGS PER COMMON SHARE:</b>			
Basic	\$ 2.19	\$ 1.57	\$ 1.20
Diluted	\$ 2.10	\$ 1.50	\$ 1.15
<b>WEIGHTED AVERAGE COMMON SHARES OUTSTANDING:</b>			
Basic	120,232	116,236	113,184
Diluted	125,768	121,724	117,955
Cash dividend paid per share	\$ 0.50	\$ -	\$ -

See notes to consolidated financial statements.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**(Dollars in thousands, except share and per share data)**

	<u>January 28,</u> <u>2012</u>	<u>January 29,</u> <u>2011</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 734,402	\$ 546,052
Accounts receivable, net	38,338	34,978
Income taxes receivable	4,113	9,050
Inventories, net	1,014,997	896,895
Prepaid expenses and other current assets	64,213	58,394
Deferred income taxes	12,330	18,961
Total current assets	<u>1,868,393</u>	<u>1,564,330</u>
PROPERTY AND EQUIPMENT, NET	775,896	684,886
CONSTRUCTION IN PROGRESS - LEASED FACILITIES	2,138	-
INTANGIBLE ASSETS, NET	50,490	51,070
GOODWILL	200,594	200,594
<b>OTHER ASSETS:</b>		
Deferred income taxes	12,566	27,157
Other	86,375	69,499
Total other assets	<u>98,941</u>	<u>96,656</u>
<b>TOTAL ASSETS</b>	<u>\$ 2,996,452</u>	<u>\$ 2,597,536</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 510,398	\$ 446,511
Accrued expenses	264,073	279,284
Deferred revenue and other liabilities	128,765	121,753
Income taxes payable	29,484	-
Current portion of other long-term debt and leasing obligations	7,426	995
Total current liabilities	<u>940,146</u>	<u>848,543</u>
<b>LONG-TERM LIABILITIES:</b>		
Other long-term debt and leasing obligations	151,596	139,846
Non-cash obligations for construction in progress - leased facilities	2,138	-
Deferred revenue and other liabilities	269,827	245,566
Total long-term liabilities	<u>423,561</u>	<u>385,412</u>
<b>COMMITMENTS AND CONTINGENCIES</b>		
<b>STOCKHOLDERS' EQUITY:</b>		
Preferred stock, par value \$0.01 per share, authorized shares 5,000,000; none issued and outstanding	-	-
Common stock, par value \$0.01 per share, authorized shares 200,000,000; issued shares 96,403,602 and 93,768,978, at January 28, 2012 and January 29, 2011, respectively; outstanding shares 96,373,002 and 93,768,978, at January 28, 2012 and January 29, 2011, respectively	964	938
Class B common stock, par value, \$0.01 per share, authorized shares 40,000,000; issued and outstanding shares 24,960,870 at January 28, 2012 and January 29, 2011, respectively	250	250
Additional paid-in capital	699,766	625,184
Retained earnings	932,871	730,468
Accumulated other comprehensive income	118	6,741
Treasury stock, at cost, 30,600 and none at January 28, 2012 and January 29, 2011, respectively	(1,224)	-
Total stockholders' equity	<u>1,632,745</u>	<u>1,363,581</u>

**TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY**

<u>\$ 2,996,452</u>	<u>\$ 2,597,536</u>
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See notes to consolidated financial statements.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(Dollars in thousands)

	<u>Fiscal Year Ended</u>		
	<u>January 28,</u> <u>2012</u>	<u>January 29,</u> <u>2011</u>	<u>January 30,</u> <u>2010</u>
NET INCOME	\$ 263,906	\$ 182,077	\$ 135,359
OTHER COMPREHENSIVE (LOSS) INCOME			
Unrealized gain (loss) on securities available-for-sale, net of tax	2,119	(250)	5,363
Reclassification adjustment for gains realized in net income due to the sale of securities available-for-sale, net of tax	(8,738)	-	-
Foreign currency translation adjustment, net of tax	(4)	18	108
COMPREHENSIVE INCOME	<u>\$ 257,283</u>	<u>\$ 181,845</u>	<u>\$ 140,830</u>

See notes to consolidated financial statements.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**  
(Dollars in thousands)

	Common Stock		Class B Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income	Treasury Stock	Total
	Shares	Dollars	Shares	Dollars					
BALANCE, January 31, 2009	87,087,161	\$ 871	25,251,554	\$ 253	\$ 477,919	\$ 413,032	\$ 1,502	\$ -	\$ 893,577
Exchange of Class B common stock for common stock	215,684	3	(215,684)	(3)	-	-	-	-	-
Sale of common stock under stock plan	99,999	1	-	-	1,198	-	-	-	1,199
Exercise of stock options	2,369,896	23	-	-	9,352	-	-	-	9,375
Net income	-	-	-	-	-	135,359	-	-	135,359
Stock-based compensation	-	-	-	-	21,314	-	-	-	21,314
Total tax benefit from exercise of stock options	-	-	-	-	16,932	-	-	-	16,932
Foreign currency translation adjustment, net of taxes of \$67	-	-	-	-	-	-	108	-	108
Unrealized gain on securities available-for-sale, net of taxes of \$2,888	-	-	-	-	-	-	5,363	-	5,363
BALANCE, January 30, 2010	89,772,740	\$ 898	25,035,870	\$ 250	\$ 526,715	\$ 548,391	\$ 6,973	\$ -	\$ 1,083,227
Exchange of Class B common stock for common stock	75,000	-	(75,000)	-	-	-	-	-	-
Exercise of stock options	3,921,238	40	-	-	52,912	-	-	-	52,952
Net income	-	-	-	-	-	182,077	-	-	182,077
Stock-based compensation	-	-	-	-	24,828	-	-	-	24,828
Total tax benefit from exercise of stock options	-	-	-	-	20,729	-	-	-	20,729
Foreign currency translation adjustment, net of taxes of \$11	-	-	-	-	-	-	18	-	18
Unrealized loss on securities available-for-sale, net of taxes of \$148	-	-	-	-	-	-	(250)	-	(250)
BALANCE, January 29, 2011	93,768,978	\$ 938	24,960,870	\$ 250	\$ 625,184	\$ 730,468	\$ 6,741	\$ -	\$ 1,363,581
Exercise of stock options	2,420,960	24	-	-	33,074	-	-	-	33,098
Restricted stock vested	304,068	3	-	-	(3)	-	-	-	-
Minimum tax withholding requirements	(90,404)	(1)	-	-	(3,574)	-	-	-	(3,575)
Net income	-	-	-	-	-	263,906	-	-	263,906
Stock-based compensation	-	-	-	-	23,919	-	-	-	23,919
Total tax benefit from exercise of stock options	-	-	-	-	21,166	-	-	-	21,166
Foreign currency translation adjustment, net of taxes of \$2	-	-	-	-	-	-	(4)	-	(4)
Unrealized gain on securities available-for-sale, net of taxes of \$1,266	-	-	-	-	-	-	2,119	-	2,119
Reclassification adjustment for gains realized in net income due to the sale of securities available-for-sale, net of taxes of \$5,162	-	-	-	-	-	-	(8,738)	-	(8,738)
Purchase of shares for treasury	(30,600)	-	-	-	-	-	-	(1,224)	(1,224)
Cash dividend declared	-	-	-	-	-	(61,503)	-	-	(61,503)
BALANCE, January 28, 2012	96,373,002	\$ 964	24,960,870	\$ 250	\$ 699,766	\$ 932,871	\$ 118	\$ (1,224)	\$ 1,632,745

See notes to consolidated financial statements.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Dollars in thousands)

	Fiscal Year Ended		
	January 28, 2012	January 29, 2011	January 30, 2010
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net income	\$ 263,906	\$ 182,077	\$ 135,359
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	116,581	110,394	100,948
Amortization of discount on convertible notes	-	-	321
Deferred income taxes	25,152	18,005	9,151
Stock-based compensation	23,919	24,828	21,314
Excess tax benefit from exercise of stock options	(20,768)	(22,177)	(16,041)
Tax benefit from exercise of stock options	664	1,281	1,276
Other non-cash items	1,382	1,538	1,588
Gain on sale of investment	(13,900)	-	-
Changes in assets and liabilities:			
Accounts receivable	(3,350)	9,265	6,823
Inventories	(118,102)	(1,119)	(41,005)
Prepaid expenses and other assets	(9,174)	(1,970)	(24,996)
Accounts payable	73,950	(2,251)	132,858
Accrued expenses	(21,410)	23,965	33,785
Income taxes payable / receivable	54,923	11,796	19,658
Deferred construction allowances	26,678	11,170	9,046
Deferred revenue and other liabilities	9,970	23,165	11,244
Net cash provided by operating activities	<u>410,421</u>	<u>389,967</u>	<u>401,329</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Capital expenditures	(201,807)	(159,067)	(140,269)
Proceeds from sale of investment	14,140	-	-
Proceeds from sale-leaseback transactions	21,126	19,953	31,640
Deposits and purchases of other assets	(33,075)	(22,021)	-
Net cash used in investing activities	<u>(199,616)</u>	<u>(161,135)</u>	<u>(108,629)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Repayment of convertible notes	-	-	(172,500)
Payments on other long-term debt and leasing obligations	(995)	(934)	(2,566)
Construction allowance receipts	-	-	7,022
Proceeds from sale of common stock under employee stock purchase plan	-	-	1,199
Proceeds from exercise of stock options	33,098	52,952	9,375
Excess tax benefit from exercise of stock options	20,768	22,177	16,041
Minimum tax withholding requirements	(3,575)	-	-
Cash paid for treasury stock	(1,224)	-	-
Cash dividend paid to stockholders	(60,460)	-	-
(Decrease) increase in bank overdraft	(10,063)	17,396	(605)
Net cash (used in) provided by financing activities	<u>(22,451)</u>	<u>91,591</u>	<u>(142,034)</u>
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(4)	18	108
NET INCREASE IN CASH AND CASH EQUIVALENTS	188,350	320,441	150,774
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	546,052	225,611	74,837
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 734,402</u>	<u>\$ 546,052</u>	<u>\$ 225,611</u>

Supplemental disclosure of cash flow information:

Construction in progress — leased facilities	\$	2,138	\$	-	\$	(52,054)
Accrued property and equipment	\$	6,199	\$	8,905	\$	(1,656)
Cash paid during the year for interest	\$	12,488	\$	12,384	\$	4,501
Cash paid during the year for income taxes	\$	84,749	\$	85,230	\$	63,378

See notes to consolidated financial statements.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Basis of Presentation and Summary of Significant Accounting Policies**

**Operations** – Dick's Sporting Goods, Inc. (together with its subsidiaries, the "Company") is a specialty retailer selling sporting goods equipment, apparel and footwear through its 480 Dick's stores and 81 Golf Galaxy stores as of January 28, 2012, the majority of which are located throughout the eastern half of the United States. Additionally, the Company maintains e-commerce operations for both Dick's and Golf Galaxy.

**Fiscal Year** – The Company's fiscal year ends on the Saturday closest to the end of January. Fiscal years 2011, 2010 and 2009 ended on January 28, 2012, January 29, 2011 and January 30, 2010, respectively. All fiscal years presented include 52 weeks of operations.

**Principles of Consolidation** – The consolidated financial statements include Dick's Sporting Goods, Inc. and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates in the Preparation of Financial Statements** – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents** – Cash and cash equivalents consist of cash on hand and all highly liquid instruments purchased with a maturity of three months or less at the date of purchase. Cash equivalents are considered Level 1 investments. Interest income from cash equivalents was \$0.3 million, \$0.5 million and \$0.1 million for fiscal 2011, 2010 and 2009, respectively.

**Cash Management** – The Company's cash management system provides for the reimbursement of all major bank disbursement accounts on a daily basis. Accounts payable at January 28, 2012 and January 29, 2011 include \$81.6 million and \$91.6 million, respectively, of checks drawn in excess of cash balances not yet presented for payment.

**Accounts Receivable** – Accounts receivable consists principally of amounts receivable from vendors and landlords. The allowance for doubtful accounts totaled \$2.4 million and \$2.9 million as of January 28, 2012 and January 29, 2011, respectively.

**Inventories** – Inventories are stated at the lower of weighted average cost or market. Inventory cost consists of the direct cost of merchandise including freight. Inventories are net of shrinkage, obsolescence, other valuation accounts and vendor allowances totaling \$69.2 million and \$75.2 million at January 28, 2012 and January 29, 2011, respectively.

**Property and Equipment** – Property and equipment are recorded at cost and include capitalized leases. For financial reporting purposes, depreciation and amortization are computed using the straight-line method over the following estimated useful lives:

Buildings	40 years
Leasehold improvements	10-25 years
Furniture, fixtures and equipment	3-7 years
Vehicles	5 years

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

For leasehold improvements and property and equipment under capital lease agreements, depreciation and amortization are calculated using the straight-line method over the shorter of the estimated useful lives of the assets or the lease term. Depreciation expense was \$111.7 million, \$106.1 million and \$99.4 million for fiscal 2011, 2010 and 2009, respectively.

Renewals and betterments are capitalized and repairs and maintenance are expensed as incurred.

**Impairment of Long-Lived Assets and Closed Store Reserves** – The Company evaluates its long-lived assets to assess whether the carrying values have been impaired whenever events and circumstances indicate that the carrying value of these assets may not be recoverable based on estimated undiscounted future cash flows. An impairment loss is recognized when the estimated undiscounted cash flows expected to result from the use of the asset plus eventual net proceeds expected from disposition of the asset (if any) are less than the carrying value of the asset. When an impairment loss is recognized, the carrying amount of the asset is reduced to its estimated fair value as determined based on quoted market prices or through the use of other valuation techniques.

The Company recognizes a liability for costs associated with closed or relocated premises when the Company ceases to use the location. The calculation of accrued lease termination and other costs primarily includes future minimum lease payments, maintenance costs and taxes from the date of closure or relocation to the end of the remaining lease term, net of contractual or estimated sublease income. The liability is discounted using a credit-adjusted risk-free rate of interest. The assumptions used in the calculation of the accrued lease termination and other costs are evaluated each quarter.

**Goodwill and Intangible Assets** – Goodwill represents the excess of acquisition cost over the fair value of the net assets of acquired entities. The Company assesses the carrying value of goodwill and other intangible assets annually or whenever circumstances indicate that a decline in value may have occurred, utilizing a fair value approach at the reporting unit level. A reporting unit is the operating segment, or a business unit one level below that operating segment, for which discrete financial information is prepared and regularly reviewed by management. Finite-lived intangible assets are amortized over their estimated useful economic lives and are reviewed for impairment when factors indicate that an impairment may have occurred.

The goodwill impairment test is a two-step impairment test. In the first step, the Company compares the fair value of each reporting unit to its carrying value. The Company determines the fair value of its reporting units using a combination of a discounted cash flow and a market value approach. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that reporting unit, goodwill is not impaired and the Company is not required to perform further testing. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then the Company must perform the second step in order to determine the implied fair value of the reporting unit's goodwill and compare it to the carrying value of the reporting unit's goodwill. The activities in the second step include valuing the tangible and intangible assets and liabilities of the impaired reporting unit based on their fair value and determining the fair value of the impaired reporting unit's goodwill based upon the residual of the aggregate identified tangible and intangible assets and liabilities.

Intangible assets that have been determined to have indefinite lives are also not subject to amortization and are reviewed at least annually for potential impairment, as mentioned above. The fair value of the Company's intangible assets are estimated and compared to their carrying value. The Company estimates the fair value of these intangible assets based on an income approach using the relief-from-royalty method. This methodology assumes that, in lieu of ownership, a third party would be willing to pay a royalty in order to exploit the related benefits of these types of assets. This approach is

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

dependent on a number of factors, including estimates of future growth and trends, royalty rates in the category of intellectual property, discount rates and other variables. The Company recognizes an impairment charge when the estimated fair value of the intangible asset is less than the carrying value.

**Investments** – Investments primarily consisted of shares of unregistered common stock of GSI Commerce, Inc. ("GSI") and were carried at fair value within other assets, based upon the publicly quoted equity price of GSI's stock. Unrealized holding gains and losses on the stock were included in other comprehensive income and reflected as a component of stockholders' equity. The Company liquidated its GSI investment during fiscal 2011 (see Note 12). Gross unrealized holding gains at January 29, 2011 were \$10.5 million.

**Deferred Revenue and Other Liabilities** – Deferred revenue and other liabilities is primarily comprised of deferred liabilities related to construction allowances, gift cards, deferred rent, which represents the difference between rent paid and the amounts expensed for operating leases, and liabilities for future rent payments for closed store locations. Deferred liabilities related to construction allowances, net of related amortization, at January 28, 2012 and January 29, 2011 were \$127.7 million and \$114.3 million, respectively. Deferred revenue related to gift cards at January 28, 2012 and January 29, 2011 was \$112.6 million and \$104.0 million, respectively. Deferred rent, including deferred pre-opening rent, at January 28, 2012 and January 29, 2011 was \$59.5 million and \$54.8 million, respectively.

**Self-Insurance** – The Company is self-insured for certain losses related to health, workers' compensation and general liability insurance, although we maintain stop-loss coverage with third-party insurers to limit our liability exposure. Liabilities associated with these losses are estimated in part by considering historical claims experience, industry factors, severity factors and other actuarial assumptions.

**Pre-opening Expenses** – Pre-opening expenses, which consist primarily of rent, marketing, payroll and recruiting costs, are expensed as incurred.

**Merger and Integration Costs** – The Company recorded \$10.1 million of merger and integration costs during fiscal 2009. These costs relate to the integration of Chick's Sporting Goods, Inc. ("Chick's") operations and include duplicative administrative costs and management, advertising and severance expenses associated with the conversions from Chick's stores to Dick's stores.

**Earnings Per Share** – Basic earnings per common share is computed based on the weighted average number of shares of common stock outstanding during the period. Diluted earnings per common share is computed based on the weighted average number of shares of common stock, plus the effect of dilutive potential common shares outstanding during the period, using the treasury stock method. Dilutive potential common shares include outstanding stock options, restricted stock and warrants.

**Stock-Based Compensation** – The Company has the ability to grant restricted shares of common stock and stock options to purchase common stock under the Dick's Sporting Goods, Inc. Amended and Restated 2002 Stock and Incentive Plan and the Golf Galaxy, Inc. 2004 Incentive Plan (the "Plans"). The Company also has an employee stock purchase plan ("ESPP") that provides for eligible employees to purchase shares of the Company's common stock (see Note 9).

**Income Taxes** – The Company utilizes the asset and liability method of accounting for income taxes and provides deferred income taxes for temporary differences between the amounts reported for assets and liabilities for financial statement purposes and for income tax reporting purposes, using enacted tax rates in effect in the years in which the differences are expected to reverse. The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the relevant taxing authorities, based on the technical merits of the position. The tax benefits recognized in the consolidated financial statements from such a position are

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. Interest and penalties related to income tax matters are recognized in income tax expense.

**Revenue Recognition** – Revenue from retail sales is recognized at the point of sale, net of sales tax. Revenue from e-commerce sales is recognized upon shipment of merchandise and any service-related revenue is recognized as the services are performed. A provision for anticipated merchandise returns is provided through a reduction of sales and cost of goods sold in the period that the related sales are recorded. Revenue from gift cards and returned merchandise credits (collectively the "cards") are deferred and recognized upon the redemption of the cards. These cards have no expiration date. Income from unredeemed cards is recognized on the Consolidated Statements of Income within selling, general and administrative expenses at the point at which redemption becomes remote. The Company performs an evaluation of the aging of the unredeemed cards, based on the elapsed time from the date of original issuance, to determine when redemption becomes remote.

**Cost of Goods Sold** – Cost of goods sold includes the cost of merchandise, inventory shrinkage and obsolescence, freight, distribution and store occupancy costs. Store occupancy costs include rent, common area maintenance charges, real estate and other asset-based taxes, general maintenance, utilities, depreciation, fixture lease expenses and certain insurance expenses.

**Selling, General and Administrative Expenses** – Selling, general and administrative expenses include store and field support payroll and fringe benefits, advertising, bank card charges, information systems, marketing, legal, accounting, other store expenses and all expenses associated with operating the Company's corporate headquarters.

**Advertising Costs** – Production costs of advertising and the costs to run the advertisements are expensed the first time the advertisement takes place. Advertising expense, net of cooperative advertising, was \$187.4 million, \$185.2 million and \$160.1 million for fiscal 2011, 2010 and 2009, respectively.

**Vendor Allowances** – Vendor allowances include allowances, rebates and cooperative advertising funds received from vendors. These funds are determined for each fiscal year and the majority are based on various quantitative contract terms. Amounts expected to be received from vendors relating to the purchase of merchandise inventories are recognized as a reduction of cost of goods sold as the merchandise is sold. Amounts that represent a reimbursement of costs incurred, such as advertising, are recorded as a reduction to the related expense in the period that the related expense is incurred. The Company records an estimate of earned allowances based on the latest projected purchase volumes and advertising forecasts. On an annual basis at the end of the fiscal year, the Company confirms earned allowances with vendors to determine that the amounts are recorded in accordance with the terms of the contract.

**Segment Information** – The Company is a specialty retailer that offers a broad range of products in its specialty retail stores primarily in the eastern United States. Given the economic characteristics of the store formats, the similar nature of the products sold, the type of customer, and method of distribution, the Company's operating segments are aggregated within one reportable segment. The following table sets forth the approximate amount of net sales attributable to hardlines, apparel and footwear for the periods presented (dollars in millions):

	<b>Fiscal Year</b>		
	<b>2011</b>	<b>2010</b>	<b>2009</b>
Hardlines	\$ 2,726	\$ 2,619	\$ 2,453
Apparel	1,504	1,382	1,251
Footwear	982	870	709
Total net sales	<u>\$ 5,212</u>	<u>\$ 4,871</u>	<u>\$ 4,413</u>

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**Construction Allowances** – All of the Company's store locations are leased. The Company may receive reimbursement from a landlord for some of the cost of the structure, subject to satisfactory fulfillment of applicable lease provisions. These reimbursements may be referred to as tenant allowances, construction allowances or landlord reimbursements ("construction allowances").

The Company's accounting for construction allowances differs if the Company is deemed to be the owner of the asset during the construction period. Some of the Company's leases have a cap on the construction allowance, which places the Company at risk for cost overruns and causes the Company to be deemed the owner during the construction period. In cases where the Company is deemed to be the owner during the construction period, a sale and leaseback of the asset occurs when construction of the asset is complete and the lease term begins, if relevant sale-leaseback accounting criteria are met. Any gain or loss from the transaction is included within deferred revenue and other liabilities on the Consolidated Balance Sheets and deferred and amortized as rent expense on a straight-line basis over the term of the lease. The Company reports the amount of cash received for the construction allowance as construction allowance receipts within the financing activities section of its Consolidated Statements of Cash Flows when such allowances are received prior to completion of the sale-leaseback transaction. The Company reports the amount of cash received from construction allowances as proceeds from sale leaseback transactions within the investing activities section of its Consolidated Statements of Cash Flows when such amounts are received after the sale-leaseback accounting criteria have been achieved.

In instances where the Company is not deemed to be the owner during the construction period, reimbursement from a landlord for tenant improvements is classified as an incentive and included within deferred revenue and other liabilities on the Consolidated Balance Sheets. The deferred rent credit is amortized as rent expense on a straight-line basis over the term of the lease. Landlord reimbursements from these transactions are included in cash flows from operating activities as a change in deferred construction allowances.

**Recently Issued Accounting Pronouncements** – In September 2011, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2011-08, "*Testing Goodwill for Impairment.*" This update amended the procedures surrounding goodwill impairment testing to permit an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in Accounting Standards Codification ("ASC") 350, "*Intangibles — Goodwill and Other.*" ASU 2011-08 is effective for annual and interim goodwill impairment tests performed for fiscal years beginning after December 15, 2011. The Company will adopt ASU 2011-08 during the first quarter of 2012. The adoption of this guidance will not have a significant impact on the Company's consolidated financial statements.

In June 2011, the FASB issued ASU 2011-05, "*Presentation of Comprehensive Income.*" This update amended the presentation options in ASC 220, "*Comprehensive Income,*" to provide an entity the option to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Additionally, this update requires disclosure of reclassification adjustments for items that are reclassified from other comprehensive income to net income on the face of the financial statements. In December 2011, the FASB subsequently issued ASU 2011-12, "*Comprehensive Income — Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income,*" which indefinitely deferred the presentation requirements of reclassification adjustments within ASU 2011-05. The Company will adopt ASU 2011-05 and ASU 2011-12 during the first quarter of 2012. The adoption of this guidance

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

will not have a significant impact on the presentation of the Company's consolidated financial statements.

In May 2011, the FASB issued ASU 2011-04, "Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs." This update amended explanations of how to measure fair value to result in common fair value measurement and disclosure requirements in U.S GAAP and International Financial Reporting Standards. ASU 2011-04 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2011 with prospective application required. The Company will adopt ASU 2011-04 during the first quarter of 2012. The adoption of this guidance will not have a significant impact on the Company's consolidated financial statements.

## 2. Goodwill and Other Intangible Assets

At January 28, 2012 and January 29, 2011, the Company reported goodwill of \$200.6 million, net of accumulated impairment losses of \$111.3 million. There was no change in the carrying value of goodwill during fiscal 2011 or fiscal 2010. No impairment charges were recorded for goodwill in fiscal 2011, 2010 and 2009.

The Company had indefinite-lived and finite-lived intangible assets of \$44.3 million and \$6.2 million, respectively, as of January 28, 2012 and \$44.2 million and \$6.9 million, respectively, as of January 29, 2011. No impairment charges were recorded for the Company's intangible assets in fiscal 2011, 2010 and 2009.

The components of intangible assets were as follows (in thousands):

	2011		2010	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Trademarks	\$ 24,270	\$ -	\$ 24,270	\$ -
Trade name (indefinite-lived)	15,900	-	15,900	-
Customer list	1,200	(720)	1,200	(480)
Favorable leases and other finite-lived intangible assets	9,602	(3,846)	8,802	(2,662)
Other indefinite-lived intangible assets	4,084	-	4,040	-
Total intangible assets	\$ 55,056	\$ (4,566)	\$ 54,212	\$ (3,142)

Amortization expense for the Company's finite-lived intangible assets is included within selling, general and administrative expenses on the Consolidated Statements of Income, and was \$1.4 million, \$1.0 million and \$1.0 million for fiscal 2011, 2010 and 2009, respectively. The annual estimated

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

amortization expense of the finite-lived intangible assets recorded as of January 28, 2012 is expected to be as follows (in thousands):

Fiscal Year	<b>Estimated Amortization Expense</b>
2012	\$ 1,439
2013	1,196
2014	764
2015	661
2016	507
Thereafter	1,669
Total	<b>\$ 6,236</b>

**3. Store and Corporate Office Closings**

The following table summarizes the activity of the Company's store closing reserves (in thousands):

	<b>2011</b>	<b>2010</b>
Accrued store closing and relocation reserves, beginning of period	\$ 46,918	\$ 35,716
Expense charged to earnings	-	20,545
Cash payments	(13,320)	(12,073)
Interest accretion and other changes in assumptions	2,523	2,730
Accrued store closing and relocation reserves, end of period	36,121	46,918
Less: current portion of accrued store closing and relocation reserves	(7,803)	(11,129)
Long-term portion of accrued store closing and relocation reserves	\$ 28,318	\$ 35,789

The Company recorded \$16.4 million of expenses related to the closure of 12 underperforming Golf Galaxy stores in fiscal 2010. These expenses are included within selling, general and administrative expenses on the Consolidated Statements of Income.

The current portion of accrued store closing and relocation reserves is included within accrued expenses and the long-term portion is included within long-term deferred revenue and other liabilities on the Consolidated Balance Sheets.

**4. Property and Equipment**

Property and equipment are recorded at cost and consist of the following as of the end of the fiscal periods (in thousands):

	<b>2011</b>	<b>2010</b>
Buildings and land	\$ 177,740	\$ 173,499
Leasehold improvements	679,001	589,427
Furniture, fixtures and equipment	663,682	571,869
Total property and equipment	1,520,423	1,334,795
Less: accumulated depreciation and amortization	(744,527)	(649,909)
Net property and equipment	\$ 775,896	\$ 684,886

The amounts above include construction in progress of \$91.2 million and \$44.5 million for fiscal 2011 and 2010, respectively.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**5. Accrued Expenses**

Accrued expenses consist of the following as of the end of the fiscal periods (in thousands):

	2011	2010
Accrued payroll, withholdings and benefits	\$ 104,227	\$ 107,655
Accrued real estate taxes, utilities and other occupancy	66,464	74,914
Accrued property and equipment	27,764	21,565
Other accrued expenses	65,618	75,150
Total accrued expenses	<u>\$ 264,073</u>	<u>\$ 279,284</u>

**6. Debt**

The Company's outstanding debt at January 28, 2012 and January 29, 2011 was as follows (in thousands):

	2011	2010
Revolving line of credit	\$ -	\$ -
Capital leases	27,653	9,524
Financing leases	130,631	130,496
Other debt	738	821
Total debt	<u>159,022</u>	<u>140,841</u>
Less: current portion	<u>(7,426)</u>	<u>(995)</u>
Total long-term debt	<u>\$ 151,596</u>	<u>\$ 139,846</u>

**Revolving Credit Agreement** – On December 5, 2011, the Company entered into a five-year credit agreement with WellsFargo Bank, National Association (the "Credit Agreement") which replaced the Company's then existing credit facility that was terminated. The Credit Agreement provides for a \$500 million revolving credit facility, including up to \$100 million in the form of letters of credit and allows the Company, subject to the satisfaction of certain conditions, to request an increase of up to \$250 million in borrowing availability to the extent that existing or new lenders agree to provide such additional revolving commitments.

The Credit Agreement matures on December 5, 2016 and is secured by a first priority security interest in certain property and assets, including receivables, inventory, deposit accounts and other personal property of the Company and is guaranteed by the Company's domestic subsidiaries.

The interest rates per annum applicable to loans under the Credit Agreement will be, at the Company's option, equal to a base rate or an adjusted LIBO rate plus an applicable margin percentage. The applicable margin percentage for base rate loans is 0.20% to 0.50% and for adjusted LIBO rate loans is 1.20% to 1.50%, depending on the borrowing availability of the Company.

The Credit Agreement contains certain covenants that limit the ability of the Company to, among other things: incur or guarantee additional indebtedness; pay distributions on, redeem or repurchase capital stock or redeem or repurchase subordinated debt; make investments; sell assets; and consolidate, merge or transfer all or substantially all of the Company's assets. In addition, the Credit Agreement requires that the Company maintain a minimum adjusted availability of 7.5% of its borrowing base.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

There were no borrowings under the Credit Agreement or the Company's prior revolving credit facility as of January 28, 2012 and January 29, 2011, respectively. As of January 28, 2012, the Company had outstanding letters of credit and total borrowing capacity under the Credit Agreement of \$21.2 million and \$478.8 million, respectively. The Company had \$21.5 million of outstanding letters of credit as of January 29, 2011.

**Other Debt** – Other debt, exclusive of capital lease and financing lease obligations, consists of the following as of the end of the fiscal periods (dollars in thousands):

	<u>2011</u>	<u>2010</u>
Note payable, due in monthly installments of approximately \$6, including interest at 4%, through 2019	\$ 460	\$ 513
Note payable, due in monthly installments of approximately \$5, including interest at 11%, through 2018	278	308
Total other debt	<u>738</u>	<u>821</u>
Less: current portion	(83)	(82)
Total other long-term debt	<u>\$ 655</u>	<u>\$ 739</u>

Scheduled principal payments on other long-term debt as of January 28, 2012 are as follows (in thousands):

<u>Fiscal Year</u>	
2012	\$ 83
2013	94
2014	101
2015	108
2016	115
Thereafter	237
Total	<u>\$ 738</u>

**Capital Lease Obligations** – The gross and net carrying values of assets under capital leases are \$29.3 million and \$22.8 million, respectively, as of January 28, 2012 and \$10.3 million and \$4.8 million, respectively, as of January 29, 2011. The Consolidated Statement of Cash Flows for fiscal 2011 includes the non-cash impact of \$19.0 million for equipment received by the Company in fiscal 2011 pursuant to a capital lease, which expires in 2014. The Company also leases two buildings from the estate of a former stockholder, who is related to current stockholders of the Company, under a capital lease entered into May 1, 1986 that expires in April 2021.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Scheduled lease payments under capital lease obligations as of January 28, 2012 are as follows (in thousands):

<u>Fiscal Year</u>	
2012	\$ 8,264
2013	8,063
2014	7,898
2015	1,025
2016	1,025
Thereafter	7,159
Subtotal	33,434
Less: amounts representing interest	(5,781)
Present value of net scheduled lease payments	27,653
Less: amounts due in one year	(7,343)
Total Long-Term Capital Leases	<u>\$ 20,310</u>

**Financing Lease Obligation** – During fiscal 2008, the Company entered into a lease agreement for a new corporate headquarters building that it began occupying in January 2010. The Company advanced a portion of the funds needed to prepare the site and construct the building, which resulted in the Company being considered the owner of the building during the construction period. The remaining project costs have been financed by the developer except for any project scope changes requested by the Company.

The Company has a purchase option for the building, exercisable by the Company at various times beginning in March 2012. Due to this purchase option, the Company is deemed to have continuing involvement and the transaction qualifies as a financing lease under sale-leaseback accounting and therefore represents a debt obligation to the Company. The debt obligation recognized by the Company at the completion of the construction period represents the Company's obligation to the lessor upon exercise of the purchase option. Monthly rent payments for the premises are recognized as interest expense in the Consolidated Statements of Income, reflecting an implicit interest rate of approximately 8.5%.

The building is included in property and equipment, net and is depreciated using a 40 year life.

## 7. Operating Leases

The Company leases substantially all of its stores, office facilities, distribution centers and equipment, under non-cancelable operating leases that expire at various dates through 2038. Initial lease terms are generally for ten to 25 years, and most leases contain multiple five-year renewal options and rent escalation provisions. The lease agreements provide primarily for the payment of minimum annual rentals, costs of utilities, property taxes, maintenance, common areas and insurance, and in some cases contingent rent stated as a percentage of gross sales over certain base amounts. Rent expense under these operating leases was approximately \$360.3 million, \$347.4 million and \$340.0 million for fiscal 2011, 2010 and 2009, respectively. The Company entered into sale-leaseback transactions related to store fixtures, buildings and equipment that resulted in cash receipts of \$21.1 million, \$20.0 million and \$31.6 million for fiscal 2011, 2010 and 2009, respectively.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Scheduled lease payments due under non-cancelable operating leases as of January 28, 2012 are as follows (in thousands):

<u>Fiscal Year</u>	
2012	\$ 405,379
2013	413,538
2014	399,681
2015	383,975
2016	361,487
Thereafter	1,288,062
<b>Total</b>	<b>\$ 3,252,122</b>

The Company has subleases related to certain of its operating lease agreements. The Company recognized sublease rental income of \$0.9 million, \$0.9 million and \$1.0 million for fiscal 2011, 2010 and 2009, respectively.

### 8. Stockholders' Equity

**Common Stock, Class B Common Stock and Preferred Stock** – The Company's Amended and Restated Certificate of Incorporation authorizes the issuance of 200,000,000 shares of common stock, par value \$0.01 per share, and the issuance of 40,000,000 shares of Class B common stock, par value \$0.01 per share. In addition, the Company's Amended and Restated Certificate of Incorporation authorizes the issuance of up to 5,000,000 shares of preferred stock.

Holders of common stock generally have rights identical to holders of Class B common stock, except that holders of common stock are entitled to one vote per share and holders of Class B common stock are entitled to ten votes per share. A related party and relatives of the related party hold all of the Class B common stock. These shares can only be held by members of this group and are not publicly tradable. Each share of Class B common stock can be converted into one share of common stock at the holder's option at any time.

**Dividends per Common Share** – On November 14, 2011, our Board of Directors (the "Board") approved and declared our first evercash dividend. The \$0.50 per share dividend was paid on December 28, 2011 to all stockholders of record as of the close of business on December 7, 2011.

**Treasury Stock** – On January 11, 2012, the Company's Board authorized a one-year share repurchase program of up to \$200 million of the Company's common stock. The Company will finance the repurchases from cash on hand. During fiscal 2011, the Company repurchased 30,600 shares of common stock for \$1.2 million. As of January 28, 2012, \$198.8 million remained available under this program.

### 9. Stock-Based Compensation and Employee Stock Plans

The Company has the ability to grant restricted shares of common stock and options to purchase common stock under the Dick's Sporting Goods, Inc. Amended and Restated 2002 Stock and Incentive Plan (the "2002 Plan") and the Golf Galaxy, Inc. 2004 Incentive Plan (together with the 2002 Plan, the "Plans"). The Company also has an employee stock purchase plan ("ESPP") that provides for eligible employees to purchase shares of the Company's common stock. As of January 28, 2012, shares of common stock available for future issuance pursuant to the Plans and ESPP were 8,870,610 shares and 950,398 shares, respectively.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following represents total stock-based compensation and ESPP expense recognized in the Consolidated Statements of Income for the fiscal years presented (in thousands):

	2011	2010	2009
Stock option expense	\$ 9,734	\$ 13,272	\$ 16,829
Restricted stock expense	14,185	11,556	4,039
ESPP expense	-	-	446
Total stock-based compensation expense	\$ 23,919	\$ 24,828	\$ 21,314
Total related tax benefit	\$ 8,947	\$ 9,591	\$ 8,239

**Stock Option Plans** – The Company grants options to purchase common stock under the 2002 Plan, which generally vest over four years in 25% increments from the date of grant and expire seven to ten years from date of grant.

The fair value of each stock option granted is estimated on the grant date using the Black-Scholes ("Black Scholes") option valuation model. The assumptions used to calculate the fair value of options granted are evaluated and revised, as necessary, to reflect market conditions and the Company's experience. These options are expensed on a straight-line basis over the vesting period, which is considered to be the requisite service period. Compensation expense is recognized only for those options expected to vest, with forfeitures estimated at the date of grant based on the Company's historical experience and future expectations.

The fair value of stock-based awards to employees is estimated on the date of grant using the Black-Scholes valuation with the following weighted average assumptions:

Black-Scholes Valuation Assumptions	Employee Stock Option Plans		
	2011	2010	2009
Expected life (years) <sup>(1)</sup>	5.76	5.59	5.69
Expected volatility <sup>(2)</sup>	44.27% - 48.93%	45.22% - 48.03%	35.89% - 47.54%
Weighted average volatility	46.16%	46.56%	45.93%
Risk-free interest rate <sup>(3)</sup>	0.89% - 2.70%	1.23% - 2.87%	1.54% - 2.73%
Expected dividend yield <sup>(4)</sup>	-	-	-
Weighted average grant date fair value	\$18.06	\$12.20	\$6.21

- (1) The expected term of the options represents the estimated period of time until exercise and is based on historical experience of similar awards giving consideration to the contractual terms, vesting schedules and expectations of future employee behavior.
- (2) Expected volatility is based on the historical volatility of the Company's common stock over a timeframe consistent with the expected life of the stock options.
- (3) The risk-free interest rate is based on the implied yield available on U.S. Treasury constant maturity interest rates whose term is consistent with the expected life of the stock options.
- (4) The Company declared its first dividend in December 2011. Options granted subsequent to the declaration of the dividend reflect an expected dividend yield of 1.25%.

The assumptions used to calculate the fair value of options granted are evaluated and revised, as necessary, to reflect market conditions and experience.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The stock option activity from January 31, 2009 through January 28, 2012 is presented in the following table:

	Shares Subject to Options	Weighted Average Exercise Price per Share	Weighted Average Contractual Life (Years)	Aggregate Intrinsic Value (in thousands)
Outstanding, January 31, 2009	18,623,435	\$ 14.99	5.43	\$ 37,135
Granted	2,250,876	14.01		
Exercised	(2,369,896)	4.03		
Forfeited / Expired	(1,160,640)	24.41		
Outstanding, January 30, 2010	17,343,775	\$ 15.73	4.76	\$ 138,858
Granted	893,750	26.72		
Exercised	(3,921,238)	13.45		
Forfeited / Expired	(622,410)	19.91		
Outstanding, January 29, 2011	13,693,877	\$ 16.91	4.13	\$ 258,697
Granted	639,047	39.78		
Exercised	(2,420,960)	13.67		
Forfeited / Expired	(253,875)	27.75		
Outstanding, January 28, 2012	11,658,089	\$ 18.60	3.45	\$ 262,995
Exercisable, January 28, 2012	8,911,310	\$ 17.35	3.04	\$ 212,219

The aggregate intrinsic value in the table above is based on the Company's closing stock prices for the last business day of the period indicated. The total intrinsic value for stock options exercised during 2011, 2010 and 2009 was \$61.3 million, \$72.9 million and \$44.6 million, respectively. The total fair value of options vested during 2011, 2010 and 2009 was \$12.2 million, \$13.7 million and \$17.5 million, respectively. The nonvested stock option activity for the year ended January 28, 2012 is presented in the following table:

	Shares Subject to Options	Weighted Average Grant Date Fair Value
Nonvested, January 29, 2011	3,518,021	\$ 9.00
Granted	639,047	18.06
Vested	(1,169,984)	10.42
Forfeited	(240,305)	12.50
Nonvested, January 28, 2012	2,746,779	\$ 10.20

As of January 28, 2012, total unrecognized stock-based compensation expense related to nonvested stock options was approximately \$14.7 million, net of estimated forfeitures, which is expected to be recognized over a weighted average period of approximately 1.76 years.

The Company issues new shares of common stock upon exercise of stock options.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Additional information regarding options outstanding as of January 28, 2012, is as follows:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Shares	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Shares	Weighted Average Exercise Price
\$5.24 - \$11.44	3,875,223	1.69	11.24	3,873,723	11.24
\$12.44 - \$17.98	3,138,785	3.39	14.42	1,692,322	14.93
\$18.02 - \$28.09	2,360,188	4.46	23.51	1,691,508	22.43
\$28.23 - \$40.42	2,283,893	5.47	31.76	1,653,757	28.93
\$5.24 - \$40.42	11,658,089	3.45	\$ 18.60	8,911,310	\$ 17.35

**Restricted Stock** – The Company issues shares of restricted stock to eligible employees, which are subject to forfeiture until the end of an applicable vesting period. The awards generally vest on the third anniversary of the date of grant, subject to the employee's continuing employment as of that date.

The restricted stock activity from January 31, 2009 through January 28, 2012 is presented in the following table:

	Shares	Weighted Average Grant Date Fair Value
Nonvested, January 31, 2009	373,462	\$ 27.33
Granted	481,673	14.23
Vested	-	-
Forfeited	(70,217)	22.65
Nonvested, January 30, 2010	784,918	\$ 19.71
Granted	1,383,273	26.48
Vested	-	-
Forfeited	(177,123)	23.12
Nonvested, January 29, 2011	1,991,068	\$ 24.11
Granted	658,393	39.54
Vested	(304,068)	27.12
Forfeited	(254,960)	27.12
Nonvested, January 28, 2012	2,090,433	\$ 28.16

As of January 28, 2012, total unrecognized stock-based compensation expense related to nonvested shares of restricted stock, net of estimated forfeitures, was approximately \$22.9 million, before income taxes, which is expected to be recognized over a weighted average period of approximately 1.25 years.

In March 2010, the Company issued a special grant of performance-based restricted stock in support of the Company's long-term strategic initiatives. As of January 28, 2012, nonvested restricted stock outstanding included 719,295 shares of these performance-based awards which vest, in whole or in part, at the end of a three year period upon the successful achievement of pre-established performance criteria.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**Employee Stock Purchase Plan** – The Company has an employee stock purchase plan, which provides that eligible employees may purchase shares of the Company's common stock at a purchase price of 85% of the lesser of the fair market value of the stock on the first business day or the last business day of the semi-annual offering period. The total number of shares issuable under the plan is 4,620,000. The Company suspended the ESPP in March 2009, such that its employees were not permitted to purchase shares under the plan subsequent to the period ended June 30, 2009.

#### 10. Income Taxes

The components of the provision for income taxes are as follows (in thousands):

	2011	2010	2009
Current:			
Federal	\$ 119,893	\$ 79,931	\$ 65,424
State	23,075	17,498	13,242
	<u>142,968</u>	<u>97,429</u>	<u>78,666</u>
Deferred:			
Federal	23,130	18,910	8,202
State	2,022	(905)	949
	<u>25,152</u>	<u>18,005</u>	<u>9,151</u>
Total provision	<u>\$ 168,120</u>	<u>\$ 115,434</u>	<u>\$ 87,817</u>

The provision for income taxes differs from the amounts computed by applying the federal statutory rate as follows for the following periods:

	2011	2010	2009
Federal statutory rate	35.0%	35.0%	35.0%
State tax, net of federal benefit	4.1%	3.8%	4.7%
Other permanent items	(0.2)%	-	(0.4)%
Effective income tax rate	<u>38.9%</u>	<u>38.8%</u>	<u>39.3%</u>

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Components of deferred tax assets (liabilities) consist of the following as of the fiscal periods ended (in thousands):

	<u>2011</u>	<u>2010</u>
Store closing expense	\$ 14,250	\$ 18,496
Stock-based compensation	33,303	32,009
Employee benefits	22,185	23,841
Other accrued expenses not currently deductible for tax purposes	3,864	8,973
Deferred rent	23,232	20,837
Insurance	2,521	2,338
Gift cards	8,626	5,365
Deferred revenue currently taxable	4,212	4,132
Non income-based tax reserves	2,834	1,204
Uncertain income tax positions	3,640	4,151
Other	43	205
Total deferred tax assets	<u>118,710</u>	<u>121,551</u>
Property and equipment	(69,186)	(44,879)
Inventory	(14,149)	(16,623)
Unrealized gains on securities available-for-sale	(70)	(3,996)
Intangibles	(10,409)	(9,935)
Total deferred tax liabilities	<u>(93,814)</u>	<u>(75,433)</u>
Net deferred tax asset	<u>\$ 24,896</u>	<u>\$ 46,118</u>

In 2011, of the \$24.9 million net deferred tax asset, \$12.3 million is included within current assets and \$12.6 million is included within other long-term assets on the Consolidated Balance Sheets. In 2010, of the \$46.1 million net deferred tax asset, \$19.0 million is included within current assets and \$27.1 million is included within other long-term assets on the Consolidated Balance Sheets.

As of January 28, 2012, the total liability for uncertain tax positions, including related interest and penalties, was approximately \$21.6 million. The following table represents a reconciliation of the Company's total unrecognized tax benefits balances, excluding interest and penalties:

	<u>2011</u>	<u>2010</u>	<u>2009</u>
Beginning of fiscal year	\$ 13,560	\$ 12,778	\$ 7,829
Increases as a result of tax positions taken in a prior period	5,567	695	3,667
Decreases as a result of tax positions taken in a prior period	(52)	-	-
Increases as a result of tax positions taken in the current period	1,966	2,304	2,185
Decreases as a result of settlements during the current period	(1,757)	(667)	-
Reductions as a result of a lapse of statute of limitations during the current period	(592)	(1,550)	(903)
End of fiscal year	<u>\$ 18,692</u>	<u>\$ 13,560</u>	<u>\$ 12,778</u>

Included in the balance at January 28, 2012 are \$8.3 million of unrecognized tax benefits that would impact our effective tax rate if recognized. The Company recognizes accrued interest and penalties related to unrecognized tax benefits in income tax expense.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

As of January 28, 2012, the liability for uncertain tax positions included \$2.9 million for the accrual of interest and penalties. During the years ended January 28, 2012, January 29, 2011 and January 30, 2010, the Company recorded \$1.3 million, \$1.2 million and \$0.4 million, respectively, for the accrual of interest and penalties in its Consolidated Statements of Income. The Company has federal, state and local examinations currently ongoing. It is possible that these examinations may be resolved within 12 months. Due to the potential for resolution of these examinations, and the expiration of various statutes of limitation, it is reasonably possible that \$7.8 million of the Company's gross unrecognized tax benefits and interest at January 28, 2012 could be recognized within the next 12 months. The Company does not anticipate that changes in its unrecognized tax benefits will have a material impact on the Consolidated Statements of Income during fiscal 2012.

The Company is no longer subject to U.S. Federal examination for years prior to 2008. The Company is no longer subject to examination in any of its major state jurisdictions for years prior to 2005.

### 11. Earnings per Common Share

The computations for basic and diluted earnings per share are as follows (in thousands, except per share data):

	Fiscal Year Ended		
	2011	2010	2009
<b>Earnings per common share - Basic:</b>			
Net income	\$ 263,906	\$ 182,077	\$ 135,359
Weighted average common shares outstanding	120,232	116,236	113,184
Earnings per common share	\$ 2.19	\$ 1.57	\$ 1.20
<b>Earnings per common share - Diluted:</b>			
Net income	\$ 263,906	\$ 182,077	\$ 135,359
Weighted average common shares outstanding - basic	120,232	116,236	113,184
Dilutive effect of stock-based awards	5,536	5,488	4,771
Weighted average common shares outstanding - diluted	125,768	121,724	117,955
Earnings per common share	\$ 2.10	\$ 1.50	\$ 1.15

For fiscal years 2011, 2010 and 2009, 0.6 million, 3.2 million and 6.4 million shares, respectively, were attributable to outstanding stock-based awards that were excluded from the calculation of diluted earnings per share because their inclusion would have been anti-dilutive.

### 12. Investments

In April 2001, the Company entered into a 10-year Internet commerce agreement with GSI. In August 2008, the Company amended its agreement with GSI, which extended the term of the agreement to February 1, 2024. Under the terms of the amended agreement, the Company assumed operational responsibility for its Internet commerce business effective February 1, 2009, including merchandise procurement, assortment and pricing, while GSI became primarily responsible for website hosting and maintenance, order fulfillment and customer service. GSI is paid a transaction fee by the Company based on the value and type of orders placed through the website.

During fiscal 2011, the Company realized a pre-tax gain of \$13.9 million resulting from the sale of its remaining available-for-sale securities held in GSI, in connection with GSI's acquisition by eBay, Inc. There were no sales of the Company's investment in GSI during fiscal 2010 and 2009.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**13. Retirement Savings Plans**

The Company's retirement savings plan, established pursuant to Section 401(k) of the Internal Revenue Code, covers regular status full-time hourly and salaried employees as of their date of hire and part-time regular employees that have worked 1,000 hours or more in a year and attained 21 years of age. Under the terms of the retirement savings plan, the Company may make a discretionary matching contribution equal to a percentage of each participant's contribution, up to 10% of the participant's compensation. The Company's discretionary matching contribution percentage is typically 50%. Total employer contributions recorded under the plan, net of forfeitures was \$4.9 million, \$5.5 million and \$3.6 million for fiscal 2011, 2010 and 2009, respectively.

The Company also has non-qualified deferred compensation plans for highly compensated employees whose contributions are limited under qualified defined contribution plans. Amounts contributed and deferred under the deferred compensation plans are credited or charged with the performance of investment options offered under the plans and elected by the participants. In the event of bankruptcy, the assets of these plans are available to satisfy the claims of general creditors. The liability for compensation deferred under the Company's plans was \$27.1 million and \$18.6 million at January 28, 2012 and January 29, 2011, respectively, and is included within long-term liabilities on the Consolidated Balance Sheets. Total employer contributions recorded under these plans, net of forfeitures was \$0.2 million, \$3.8 million and \$0.6 million for fiscal 2011, 2010 and 2009, respectively.

**14. Commitments and Contingencies**

The Company enters into licensing agreements for the exclusive or preferential rights to use certain trademarks extending through 2020. Under specific agreements, the Company is obligated to pay annual guaranteed minimum royalties. The aggregate amount of required payments at January 28, 2012 is as follows (in thousands):

<u>Fiscal Year</u>	
2012	\$ 19,406
2013	16,658
2014	18,430
2015	5,257
2016	5,623
Thereafter	18,552
Total	<u>\$ 83,926</u>

Also, the Company is required to pay additional royalties when the royalties that are based on the qualified purchases or retail sales (depending on the agreement) exceed the guaranteed minimum. The aggregate payments made under these agreements requiring minimum guaranteed contractual amounts were \$9.0 million, \$11.4 million and \$12.6 million during fiscal 2011, 2010 and 2009, respectively.

The Company also has certain naming rights, marketing, and other commitments extending through 2026 of \$103.6 million. Payments under these commitments were \$61.0 million during fiscal 2011. Payments under these commitments are scheduled to be made as follows: fiscal 2012, \$42.6 million; fiscal 2013, \$13.3 million; fiscal 2014, \$8.4 million; fiscal 2015, \$7.9 million; fiscal 2016, \$3.7 million; and thereafter, \$27.7 million.

In December 2009, the Company entered into an asset assignment agreement with a related party. The Company made deposits totaling \$8 million in fiscal 2009 and \$5 million in fiscal 2011 under the

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

assigned purchase agreement. All deposits are attributed to the total purchase price of \$59.5 million, which is payable in increments through 2013. If the agreement is terminated prior to the delivery date, up to \$3.5 million of the deposits are non-refundable.

The Company is involved in legal proceedings incidental to the normal conduct of its business. Although the outcome of any pending legal proceedings cannot be predicted with certainty, management believes that adequate insurance coverage is maintained and that the ultimate resolution of these matters will not have a material adverse effect on the Company's liquidity, financial position or results of operations.

### 15. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). ASC 820, *Fair Value Measurement and Disclosures*, outlines a valuation framework and creates a fair value hierarchy in order to increase the consistency and comparability of fair value measurements and the related disclosures and prioritizes the inputs used in measuring fair value as follows:

Level 1: Observable inputs such as quoted prices in active markets;

Level 2: Inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and

Level 3: Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

Assets measured at fair value on a recurring basis as of January 28, 2012 and January 29, 2011 are set forth in the table below:

Description	Level 1	Level 2	Level 3
<b>As of January 28, 2012</b>			
Assets:			
Deferred compensation plan assets held in trust (see Note 13)	\$ 27,102	\$ -	\$ -
Total assets	<u>\$ 27,102</u>	<u>\$ -</u>	<u>\$ -</u>
<b>As of January 29, 2011</b>			
Assets:			
Unregistered common stock of GSI Commerce (see Note 12)	\$ 10,789	\$ -	\$ -
Deferred compensation plan assets held in trust (see Note 13)	18,641	-	-
Total assets	<u>\$ 29,430</u>	<u>\$ -</u>	<u>\$ -</u>

The Company uses quoted prices in active markets to determine the fair value of the aforementioned assets determined to be Level 1 instruments. There were no transfers between Level 1, 2 or 3 during fiscal 2011.

The fair value of cash and cash equivalents, accounts receivable, accounts payable and certain other liabilities approximated book value due to the short-term nature of these instruments at both January 28, 2012 and January 29, 2011.

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**16. Quarterly Financial Information (Unaudited)**

Summarized quarterly financial information for fiscal 2011 and 2010 is as follows (in thousands, except earnings per share data):

	Fiscal 2011			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net sales	\$ 1,113,849	\$ 1,306,695	\$ 1,179,702	\$ 1,611,556
Gross profit <sup>(1)</sup>	330,443	401,075	350,591	512,771
Income from operations	64,442	111,691	71,562	184,325
Net income	37,498	73,848	41,484	111,076
Earnings per common share:				
Basic <sup>(1)</sup>	\$ 0.31	\$ 0.61	\$ 0.34	\$ 0.92
Diluted	\$ 0.30	\$ 0.59	\$ 0.33	\$ 0.88
Weighted average common shares outstanding:				
Basic	119,361	120,207	120,432	120,928
Diluted	125,367	125,836	125,552	126,316

	Fiscal 2010			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net sales	\$ 1,047,531	\$ 1,226,063	\$ 1,078,984	\$ 1,518,914
Gross profit	302,220	360,145	307,071	479,594
Income from operations	46,992	88,058	28,208	145,991
Net income	26,209	51,516	16,863	87,489
Earnings per common share:				
Basic <sup>(1)</sup>	\$ 0.23	\$ 0.44	\$ 0.15	\$ 0.74
Diluted	\$ 0.22	\$ 0.43	\$ 0.14	\$ 0.71
Weighted average common shares outstanding:				
Basic	115,155	115,815	116,024	117,952
Diluted	120,387	121,039	121,408	124,063

<sup>(1)</sup> Quarterly results for fiscal 2011 and 2010 do not add to full year results due to rounding.

**17. Subsequent Event**

On February 13, 2012, the Company's Board of Directors declared a quarterly cash dividend in the amount of \$0.125 per common share payable on March 30, 2012 to stockholders of record as of the close of business on March 2, 2012.

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**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

DICK'S SPORTING GOODS, INC.

(Registrant)

By: /s/ TIMOTHY E. KULLMAN \_\_\_\_\_

Timothy E. Kullman

Executive Vice President – Finance, Administration and Chief Financial Officer

Date: March 16, 2012

Pursuant to the requirements of the Securities Exchange Act of 1934, the report has been signed below by the following persons on behalf of the registrant and in the capacities and on the date indicated.

<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>
<u>/s/ EDWARD W. STACK</u> Edward W. Stack	Chairman, Chief Executive Officer and Director	March 16, 2012
<u>/s/ TIMOTHY E. KULLMAN</u> Timothy E. Kullman	Executive Vice President – Finance, Administration and Chief Financial Officer (principal financial officer)	March 16, 2012
<u>/s/ JOSEPH R. OLIVER</u> Joseph R. Oliver	Senior Vice President – Chief Accounting Officer (principal accounting officer)	March 16, 2012
<u>/s/ WILLIAM J. COLOMBO</u> William J. Colombo	Vice Chairman and Director	March 16, 2012
<u>/s/ EMANUEL CHIRICO</u> Emanuel Chirico	Director	March 16, 2012
<u>/s/ JACQUALYN A. FOUSE</u> Jacqualyn A. Fouse	Director	March 16, 2012
<u>/s/ WALTER ROSSI</u> Walter Rossi	Director	March 16, 2012
<u>/s/ LAWRENCE J. SCHORR</u> Lawrence J. Schorr	Director	March 16, 2012
<u>/s/ LARRY D. STONE</u> Larry D. Stone	Director	March 16, 2012
<u>/s/ ALLEN R. WEISS</u> Allen R. Weiss	Director	March 16, 2012



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Stockholders of  
Dick's Sporting Goods, Inc.  
Pittsburgh, Pennsylvania

We have audited the consolidated financial statements of Dick's Sporting Goods, Inc. and subsidiaries (the "Company") as of January 28, 2012 and January 29, 2011, and for each of the three years in the period ended January 28, 2012, and the Company's internal control over financial reporting as of January 28, 2012, and have issued our reports thereon dated March 16, 2012; such reports are included elsewhere in this Annual Report on Form 10-K. Our audits also included the consolidated financial statement schedule of the Company listed in Item 15. This consolidated financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania  
March 16, 2012

**DICK'S SPORTING GOODS, INC. AND SUBSIDIARIES**  
**SCHEDULE II**  
**VALUATION AND QUALIFYING ACCOUNTS**  
(Dollars in thousands)

	<b>Balance at Beginning of Period</b>	<b>Charged to Costs and Expenses</b>	<b>Deductions</b>	<b>Balance at End of Period</b>
<b>Fiscal 2009</b>				
Inventory reserve	\$ 25,367	\$ 13,923	\$ (18,881)	\$ 20,409
Allowance for doubtful accounts	3,259	6,519	(5,575)	4,203
Reserve for sales returns	2,319	408 <sup>(1)</sup>	-	2,727
<b>Fiscal 2010</b>				
Inventory reserve	\$ 20,409	\$ 4,583	\$ (5,885)	\$ 19,107
Allowance for doubtful accounts	4,203	4,383	(5,664)	2,922
Reserve for sales returns	2,727	943 <sup>(1)</sup>	-	3,670
<b>Fiscal 2011</b>				
Inventory reserve	\$ 19,107	\$ 4,199	\$ (7,685)	\$ 15,621
Allowance for doubtful accounts	2,922	4,299	(4,777)	2,444
Reserve for sales returns	3,670	201 <sup>(1)</sup>	-	3,871

<sup>(1)</sup> Represents increase (decrease) in the required reserve based upon the Company's evaluation of anticipated merchandise returns.

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**Index to Exhibits**

<b>Exhibit Number</b>	<b>Description</b>	<b>Method of Filing</b>
3.1	Amended and Restated Certificate of Incorporation	Incorporated by reference to Exhibit 3.1 to the Registrant's Registration Statement on Form S-8, File No. 333-100656, filed on October 21, 2002
3.2	Amendment to the Amended and Restated Certificate of Incorporation, dated as of June 10, 2004	Incorporated by reference to Exhibit 3.1 to the Registrant's Form 10-Q, File No. 001-31463, filed on September 9, 2004
3.3	Form of Amended and Restated Bylaws	Incorporated by reference to Exhibit 3.4 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
4.2	Form of Stock Certificate	Incorporated by reference to Exhibit 4.1 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
10.1	Associate Savings and Retirement Plan	Incorporated by reference to Exhibit 10.1 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
10.2	Registrant's 1992 Stock Option Plan	Incorporated by reference to Exhibit 10.4 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
10.3	Form of Agreement entered into between Registrant and various executive officers, which sets forth form of severance	Incorporated by reference to Exhibit 10.10 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
10.4	Form of Option Award entered into between Registrant and various executive officers, directors and employees	Incorporated by reference to Exhibit 10.9 to the Registrant's Form 10-K, File No. 001-31463, filed on April 8, 2004
10.5	Option Agreement between Registrant and Edward W. Stack	Incorporated by reference to Exhibit 10.12 to the Registrant's Statement on Form S-1, File No. 333-96587, filed on July 17, 2002
10.6	Option Agreement between Registrant and Edward W. Stack	Incorporated by reference to Exhibit 10.12 to the Registrant's Form 10-K, File No. 001-31463, filed on April 8, 2004

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10.7	Amended and Restated Lease Agreement, originally dated February 4, 1999, for distribution center located in Smithton, Pennsylvania, effective as of May 5, 2004, between Lippman & Lippman, L.P., Martin and Donnabeth Lippman and Registrant	Incorporated by reference to Exhibit 10.5 to the Registrant's Form 10-Q, File No. 001-31463, filed on September 9, 2004
10.8	Amended and Restated Lease Agreement originally dated August 31, 1999, for distribution center located in Plainfield, Indiana, effective as of November 30, 2005, between CP Gal Plainfield, LLC and Registrant	Incorporated by reference to Exhibit 10.22 to Registrant's Form 10-K, File No. 001-31463, filed on March 23, 2006
10.9	Registrant's Supplemental Smart Savings Plan	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on July 6, 2006
10.10	Golf Galaxy, Inc. Amended and Restated 1996 Stock Option and Incentive Plan	Incorporated by reference to Exhibit 4.1 to the Registrant's Statement on Form S-8, File No. 333-140713, filed on February 14, 2007
10.11	Golf Galaxy, Inc. 2004 Stock Incentive Plan	Incorporated by reference to Exhibit 4.2 to the Registrant's Statement on Form S-8, File No. 333-140713, filed on February 14, 2007
10.12	Offer Letter between Dick's Sporting Goods, Inc. and Timothy E. Kullman, dated February 5, 2007, as amended by letter dated February 9, 2007	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on March 20, 2007
10.13	First Amendment to Registrant's Supplemental Smart Savings Plan	Incorporated by reference to Exhibit 10.7 to the Registrant's Form 10-Q, File No. 001-31463, filed on June 6, 2007
10.14	Registrant's Amended and Restated Officers' Supplemental Savings Plan, dated December 12, 2007	Incorporated by reference to Exhibit 10.35 to the Registrant's Form 10-K, File No. 001-31463, filed on March 27, 2008
10.15	First Amendment to Registrant's Amended and Restated Officers' Supplemental Savings Plan, dated March 27, 2008	Incorporated by reference to Exhibit 10.36 to the Registrant's Form 10-K, File No. 001-31463, filed on March 27, 2008
10.16	Written Description of Performance Incentive Awards	Incorporated by reference to Exhibit 10.38 to the Registrant's Form 10-K, File No. 001-31463, filed on March 27, 2008

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10.17	Registrant's Amended and Restated 2002 Stock and Incentive Plan	Incorporated by reference to Appendix A to the Registrant's Schedule 14A, File No. 001-31463, filed on May 7, 2008
10.18	Golf Galaxy, Inc. Amended and Restated 2004 Stock Incentive Plan	Incorporated by reference to Exhibit 4.2 to the Registrant's Form 10-Q, File No. 001-31463, filed on May 22, 2008
10.19	Amendment to Registrant's 1992 Stock Option Plan	Incorporated by reference to Exhibit 4.3 to the Registrant's Form 10-Q, File No. 001-31463, filed on May 22, 2008
10.20	Amendment to Golf Galaxy, Inc.'s Amended and Restated 1996 Stock Option and Incentive Plan	Incorporated by reference to Exhibit 4.4 to the Registrant's Form 10-Q, File No. 001-31463, filed on May 22, 2008
10.21	Second Amendment to Registrant's Supplemental Smart Savings Plan	Incorporated by reference to Exhibit 10.1 to the Registrant's Form 10-Q, File No. 001-31463, filed on May 22, 2008
10.22	Third Amendment to Registrant's Supplemental Smart Savings Plan	Incorporated by reference to Exhibit 10.2 to the Registrant's Form 10-Q, File No. 001-31463, filed on May 22, 2008
10.23	Second Amendment to Registrant's Amended and Restated Officers' Supplemental Savings Plan, dated as of December 4, 2008	Incorporated by reference to Exhibit 10.46 to the Registrant's Form 10-K, File No. 001-31463, filed on March 20, 2009
10.24	Amended and Restated Employee Stock Purchase Plan	Incorporated by reference to Appendix A to the Registrant's Definitive Proxy Statement, File No. 001-31463, filed on May 3, 2007
10.25	First Amendment to the Amended and Restated Employee Stock Purchase Plan, dated as of December 4, 2008	Incorporated by reference to Exhibit 10.48 to the Registrant's Form 10-K, File No. 001-31463, filed on March 20, 2009
10.26	Form of Long-Term Performance Based Restricted Stock Award	Incorporate by reference to Exhibit 10.43 to the Registrant's Form 10-K, File No. 001-31463, filed on March 18, 2010
10.27	Form of Restricted Stock Award Agreement granted under Registrant's Amended and Restated 2002 Stock and Incentive Plan	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on November 15, 2011
10.28	Aircraft Charter Agreement, dated December 19, 2011 between Registrant and Corporate Air, LLC	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on December 22, 2011

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10.29	Credit Agreement, dated as of December 5, 2011, among Registrant, the guarantors named therein, Wells Fargo Bank, National Association, as administrative agent, collateral agent, letter of credit issuer and swing line lender, the lenders party thereto, PNC Bank, National Association, as syndication agent, Bank of America, N.A., JPMorgan Chase Bank, N.A. and U.S. Bank, National Association, as co-documentation agents, and Wells Fargo Capital Finance, LLC and PNC Capital Markets, LLC, as joint lead arrangers and joint book managers.	Incorporated by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K, File No. 001-31463, filed on December 6, 2011
10.30	Offer Letter between the Company and Lauren R. Hobart, Senior Vice President and Chief Marketing Officer	Filed herewith
10.31	Lease Agreement originally dated June 25, 2007, for distribution center located in East Point, Georgia, between Duke Realty Limited Partnership and Registrant, as amended, supplemented or modified as of March 16, 2012	Filed herewith
21	Subsidiaries	Filed herewith
23.1	Consent of Deloitte & Touche LLP	Filed herewith
31.1	Certification of Edward W. Stack, Chairman and Chief Executive Officer, dated as of March 16, 2012 and made pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended	Filed herewith
31.2	Certification of Timothy E. Kullman, Executive Vice President – Finance, Administration and Chief Financial Officer, dated as of March 16, 2012 and made pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as amended	Filed herewith
32.1	Certification of Edward W. Stack, Chairman and Chief Executive Officer, dated as of March 16, 2012 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith

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32.2	Certification of Timothy E. Kullman, Executive Vice President – Finance, Administration and Chief Financial Officer, dated as of March 16, 2012 and made pursuant to Section 1350, Chapter 63 of Title 18, United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
101.INS	XBRL Instance Document	Furnished herewith
101.SCH	XBRL Taxonomy Extension Schema Document	Furnished herewith
101.CAL	XBRL Taxonomy Calculation Linkbase Document	Furnished herewith
101.PRE	XBRL Taxonomy Presentation Linkbase Document	Furnished herewith
101.LAB	XBRL Taxonomy Label Linkbase Document	Furnished herewith
101.DEF	XBRL Taxonomy Definition Linkbase Document	Furnished herewith

Attached as Exhibits 101 to this report are the following financial statements from the Company's Annual Report on Form 10-K for the year ended January 28, 2012 formatted in XBRL ("eXtensible Business Reporting Language"): (i) the Consolidated Statements of Income, (ii) the Consolidated Balance Sheets, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Changes in Stockholders' Equity, (v) the Consolidated Statements of Cash Flows, and (vi) related notes to these financial statements.

The XBRL related information in Exhibits 101 to this Annual Report on Form 10-K shall not be deemed "filed" or a part of a registration statement or prospectus for purposes of Section 11 or 12 of the Securities Act of 1933, as amended, and is not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of those sections.





345 Court Street • Coraopolis, PA 15108  
Main Phone: 724-273-3400

November 22, 2010

Lauren R. Hobart  
18 Gorham Road  
Scarsdale, NY 10583

Dear Lauren,

I am pleased to confirm our offer of employment for the position of Senior Vice President and Chief Marketing Officer, reporting to Ed Stack, Chairman and CEO, with a start date no later than February 2, 2011 targeted at January 24, 2011. The details of our offer are as follows:

You will receive a gross annual salary of \$425,000 paid biweekly in the amount of \$16,346.

As our compensation plan is currently structured, your position is one that is eligible to participate in our discretionary incentive plan. The plan may be amended at any time and payouts are not guaranteed. Your incentive payout is dependent upon several factors including the results of the Company, your functional area and your individual performance.

There are differing levels of incentive opportunity based upon position. For the position that has been offered to you, your targeted incentive opportunity will be 50% of your eligible earnings with a maximum incentive opportunity of 100%. Your next opportunity for an incentive payout will be in the spring of 2012. For that year, your incentive will be guaranteed at least at 75% of your eligible earnings.

You are eligible to participate in the DICK'S Sporting Goods equity award program. All equity awards are made at the complete discretion of the Compensation Committee of the Board of Directors. Your first opportunity to participate in the annual equity award program will be spring of 2011. Additionally, we are pleased to offer you a sign-on equity award of 30,000 stock options — 15,000 which will vest at 25% each year over a four year period and 15,000 that will cliff vest after four years. You will also receive 8,000 restricted stock shares — 4,000 which will vest at 33.33% each year over a three year period and 4,000 that will cliff vest after three years. These grants will be submitted for approval at the next monthly Compensation Management Subcommittee Meeting following your start date.

You are also eligible to participate in our long term incentive plan (LTIP). This plan is based on the three year cumulative performance of specific Company metrics. You will be rewarded with 12,806 restricted stock shares for the attainment of the goals defined in the plan. The number of shares granted are pro-rated, based on your hire date, from the original Plan grant of 19,209 shares (derived from an original grant date value of \$500,000) and will be approved at the first monthly meeting of the Management Subcommittee after your hire date. Additional Plan details will be provided to you during your orientation.

You will receive a signing bonus of \$100,000 (grossed up for tax purposes) paid immediately after the start of employment. If you voluntarily terminate your employment within one-year of your employment date, you will be required to pay back the \$100,000 to the Company.

As a full-time salaried associate, you are eligible to participate in the full range of benefits, including, medical and dental, life and disability insurances as well as 401K and Non-Qualified Deferred Compensation Plans. As a Senior Vice President, four weeks vacation is granted to you on a yearly basis. A summary benefits brochure is included with this letter and a more detailed explanation of our

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benefits will be provided during corporate orientation on your first day. DICK's will also provide you with relocation benefits in accordance with our relocation policy. A copy of the relocation policy is enclosed.

This offer is contingent upon a satisfactory background check and your review and acceptance of our Non-Compete and Insider Trading Agreements. These documents are enclosed and will need to be executed and forwarded to my attention prior to your start date.

Lauren, we believe that you are capable of making an outstanding contribution to our company and that we can offer you a challenging and rewarding career at DICK'S. I hope you will favorably consider this offer and decide to join us here at DICK'S Sporting Goods. Please contact me if you have any questions.

Sincerely,

/S/ Kathryn L Sutter

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Kathryn L. Sutter  
SVP, Human Resources

/S/ Lauren Hobart

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Lauren R. Hobart

Date of Acceptance: 11/26/10

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**FOURTH AMENDMENT TO LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 19 day of January, 2012 by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and DICK'S SPORTING GOODS, INC., a Delaware corporation ("Tenant").

**W I T N E S S E T H:**

WHEREAS, Landlord and Tenant heretofore entered into that certain Lease dated June 25, 2007 (the "Original Lease"), as amended by that certain First Amendment to Lease Agreement dated September 8, 2008 (the "First Amendment"), as amended by that certain Second Amendment to Lease Agreement dated January 29, 2010 (the "Second Amendment"), and as amended by that certain Third Amendment to Lease Agreement (the "Third Amendment"; the Original Lease, the First Amendment, the Second Amendment and the Third Amendment hereinafter referred to, collectively, as the "Lease") for the lease of approximately 657,200 square feet of space, located at 3909 North Commerce Drive, Atlanta, Georgia 30344, within Camp Creek Business Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals and Definitions.** The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.
2. **Notice Addresses.** Section 1.01(1) of the Lease is hereby modified to reflect that Landlord's and Tenant's addresses for notice purposes are as follows:

Landlord: Duke Realty Limited Partnership  
c/o Duke Realty Corporation  
Attn.: Atlanta Market – V.P., Asset Mgmt. & Customer Service  
3039 Premiere Parkway, Suite 100  
Duluth, Georgia 30097

Tenant: Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, Pennsylvania 15108  
Attn.: Legal Department

3. **Option Rights.**

(a) The second (2<sup>nd</sup>) sentence of Section 4 of Exhibit E to the Lease, as heretofore amended by Section 6(a) of the Second Amendment, is hereby deleted in its entirety and replaced with the following:

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"The First Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to March 31, 2013 and accompanied by a fee in the amount of \$300,000.00 (the "First Option Fee")."

(b) The fourth (4<sup>th</sup>) sentence of Section 4 of Exhibit E to the Lease, as heretofore amended by Section 6(b) of the Second Amendment, is hereby deleted in its entirety and replaced with the following:

"The Second Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to March 31, 2014 and accompanied by a fee in the amount of \$400,000.00 (the "Second Option Fee")."

(c) The sixth (6<sup>th</sup>) sentence of Section 4 of Exhibit E to the Lease, as heretofore amended by Section 6(c) of the Second Amendment, is hereby deleted in its entirety and replaced with the following:

"The Third Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to March 31, 2015 and accompanied by a fee in the amount of \$500,000.00 (the "Third Option Fee"; the First Option Fee, the Second Option Fee and the Third Option Fee referred to hereinafter, collectively, as the "Option Fees")."

4. **Examination of Amendment.** Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.
5. **Incorporation.** This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly

modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

Signed, sealed and delivered as to Landlord, in the presence of:

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

/s/ [ILLEGIBLE]  
Unofficial Witness

By: Duke Realty Corporation, an Indiana corporation, sole general partner

/s/ Selinda R. Mahan  
Notary Public

By: /s/ J. Christopher Brown  
Name: J. Christopher Brown  
Title: Senior Vice President  
Georgia Operations



Date: 1/17/12

Signed, sealed and delivered as to Tenant, in the presence of:

TENANT:

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

/s/ [ILLEGIBLE]  
Unofficial Witness

By: /s/ Lee Belitsky  
Name: Lee Belitsky  
Title: SVP - Chief Risk and Compliance Officer

/s/ [ILLEGIBLE]  
Notary Public

Attest: /s/ Tyler Bronson  
Name: Tyler Bronson  
Title: Director Distribution Strategy & Support

Date: 1/17/12

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SHEREE A. PARENTE, Notary Public  
Chippewa Twp., Beaver County  
My Commission Expires July 7, 2013



Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, PA 15108  
tel: 724-273-3400  
fax: 724-227-1928  
Attention: Legal Department

**VIA UPS NEXT DAY DELIVERY**

Duke Realty Limited Partnership  
c/o Duke Realty Corporation  
Attn: Atlanta Market — V.P., Asset Mgmt. & Customer Service  
3950 Shackelford Road, Suite 300  
Duluth, GA 30096

**Re: Dick's Sporting Goods, Inc. — Atlanta Distribution Center  
Notice of Change of Address and Addressees**

This is to advise you that Dick's Sporting Goods, Inc.'s new address is as follows:

***For all SNDA's, Estoppels  
and other communications:***

Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, PA 15108  
ATTN: Legal Department  
Fax #: 724-227-1928

***For all invoices, billing statements, sales requests,  
and related inquiries:***

Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, PA 15108  
ATTN: Lease Accounting  
Fax #: 724-227-1811  
Email: storeleases@dcs.com

Further, the **notice section of the Lease** for the above-referenced location should be amended as follows:

***The Notice Address of Tenant shall be:***

Dick's Sporting Goods, Inc.  
345 Court Street  
Coraopolis, PA 15108  
ATTN: Legal Department  
Fax #: 724-227-1928

Call with any questions.

Very truly yours,

/s/ Samantha O'Donoghue

Samantha O'Donoghue

Supervisor of Legal Administration and Corporate Governance

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**THIRD AMENDMENT TO LEASE AGREEMENT**

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 14<sup>th</sup> day of March, 2011, but effective as of November 5, 2010, by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and DICK'S SPORTING GOODS, INC., a Delaware corporation ("Tenant").

**W I T N E S S E T H:**

WHEREAS, Landlord and Tenant heretofore entered into that certain Lease dated June 25, 2007, as amended by that certain First Amendment to Lease Agreement dated September 8, 2008, and as amended by that certain Second Amendment to Lease Agreement dated January 29, 2010 (as so amended, the "Lease") for the lease of approximately 657,200 square feet of space, located at 3909 North Commerce Drive, Atlanta, Georgia 30344, within Camp Creek Business Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals and Definitions.** The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.
2. **Fencing.** Landlord and Tenant acknowledge and agree that Tenant, at Tenant's sole cost and expense, has the right to install and maintain (a) a ten (10) foot tall electric fence inside the perimeter of the Leased Premises, (b) a small guard house at the entrance to the Leased Premises, and (c) swing gates for vehicle ingress and egress at the entrance to the Leased Premises (collectively, the "Fencing"). The Installation of the Fencing shall be performed in

accordance with the provisions of Section 7.03 of the Lease and in accordance with all applicable laws, regulations and building codes. Tenant further agrees that it will install appropriate signage with respect to the Fencing, which signage shall be subject to Landlord's approval pursuant to Section 16.10 of the Lease. Upon the expiration or earlier termination of the Lease, Tenant shall, at Tenant's sole cost and expense, remove the Fencing, and restore the Leased Premises to its original condition.

3. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

4. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

Signed, sealed and delivered as to Landlord, in the presence of:

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

/s/ [ILLEGIBLE]  
Unofficial Witness

By: Duke Realty Corporation,  
its General Partner

/s/ Selinda R. Mahan  
Notary Public

By: /s/ J. Christopher Brown  
Name: J. Christopher Brown  
Title: Senior Vice President  
Georgia Operations



Date 3/14/11

Signed, sealed and delivered as to Tenant, in the presence of:

TENANT:

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

/s/ [ILLEGIBLE]  
Unofficial Witness

By: /s/ Michele Willoughby  
Name: Michele Willoughby  
Title: SVP E-Commerce & Supply Chain

/s/ [ILLEGIBLE]  
Notary Public

Attest: /s/ Tyler Bronson  
Name: Tyler Bronson  
Title: Director of Distribution Strategy & Support

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SHEREE A. PARENTE, Notary Public  
Chippewa Twp., Beaver County  
My Commission Expires July 7, 2013

Date 3/10/11

**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made as of the 29<sup>th</sup> day of January, 2010 by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and DICK'S SPORTING GOODS, INC., a Delaware corporation ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant heretofore entered into that certain Lease dated June 25, 2007, as amended by that certain First Amendment to Lease Agreement dated September 8, 2008 (as so amended, the "Lease") for the lease of approximately 657,200 square feet of space, located at 3909 North Commerce Drive, Atlanta, Georgia 30344, within Camp Creek Business Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.

2. Term. The Lease Term is hereby extended through and including April 30, 2021.

3. Minimum Annual Rent, Section 1.01(d) of the Lease is hereby modified to reflect that commencing as of March 1, 2019 (the "Extension Date"), Minimum Annual Rent shall be as follows:

March 1, 2019 – February 29, 2020	\$2,400,000.00
March 1, 2020 – February 28, 2021	\$2,400,000.00
March 1, 2021 – April 30, 2021	\$ 400,000.00

4. Monthly Rental Installments, Section 1.01(e) of the Lease is hereby modified to reflect that commencing as of the Extension Date, Monthly Rental Installments shall be as follows:

March 1, 2019 – April 30, 2021	\$200,000.00
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5. Second Option to Expand Building. The phrase "the second (2<sup>nd</sup>) anniversary of the Additional Rent Commencement Date" beginning on the fifth (5<sup>th</sup>) line of Section 3 of Exhibit E to the Lease is hereby deleted in its entirety and the date "February 28, 2013" is hereby inserted in lieu thereof.

6. Option Rights.

(a) The second (2<sup>nd</sup>) sentence of Section 4 of Exhibit E to the Lease is hereby deleted in its entirety and replaced with the following:

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"The First Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to February 28, 2013 and accompanied by a fee in the amount of \$300,000.00 (the "First Option Fee")."

(b) The fourth (4<sup>th</sup>) sentence of Section 4 of Exhibit E to the Lease is hereby deleted in its entirety and replaced with the following:

"The Second Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to February 29, 2014 and accompanied by a fee in the amount of \$400,000.00 (the "Second Option Fee")."

(c) The sixth (6<sup>th</sup>) sentence of Section 4 of Exhibit E to the Lease is hereby deleted in its entirety and replaced with the following:

"The Third Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to February 28, 2015 and accompanied by a fee in the amount of \$500,000.00 (the "Third Option Fee"; the First Option Fee, the Second Option Fee and the Third Option Fee referred to hereinafter, collectively, as the "Option Fees")."

7. Expansion Rent. The fourth (4<sup>th</sup>) sentence of Section 7(c) of Exhibit E to the Lease through the end of said paragraph is hereby deleted in its entirety and replaced with the following:

"Notwithstanding the foregoing, through the expiration of the Second Expansion Option, as such date may be extended pursuant to Tenant's option rights set forth in Special Stipulation 4 above, the market-based land price with respect to the Second Expansion Space shall be One Hundred Thousand and No/100 Dollars (\$100,000.00) per acre."

8. Option to Terminate. Tenant's option to terminate the Lease set forth in Section 9 of Exhibit E to the Lease is hereby deleted in its entirety and shall be of no further force or effect.

9. Condition of Leased Premises. Tenant acknowledges and agrees that Tenant is accepting possession of the Leased Premises for the extension term in "AS-IS" condition subject to Landlord's repair and maintenance obligations as expressly provided in the Lease, and except as expressly provided herein, no free rent, moving allowances, tenant improvement allowances or other financial concessions contained in the Lease shall apply to the Lease Term, as extended hereby.

10. Brokers. Except for Jones Lang LaSalle – Southeast, Inc. representing Tenant, whose commission shall be paid by Landlord, Landlord and Tenant each represents and warrants to the other that neither party has engaged or had any conversations or negotiations with any broker, finder or other third party concerning the matters set forth in this Amendment who would be entitled to any commission or fee based on the execution of this Amendment. Landlord and Tenant each hereby indemnifies the other against and from any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys’ fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of the Lease for any reason.

11. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

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12. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

Signed, sealed and delivered as to Landlord, in the presence of:

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership

By: Duke Realty Corporation,  
its General Partner

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
/s/ Selinda R. Mahan  
Notary Public

By: /s/ J. Christopher Brown  
Name: J. Christopher Brown  
Title: Senior Vice President  
Atlanta Industrial Group



Signed, sealed and delivered as to Tenant, in the presence of:

TENANT:

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

\_\_\_\_\_  
/s/ [ILLEGIBLE]  
Unofficial Witness

By: /s/ Lee Belitsky  
Name: Lee Belitsky  
Title: SVP Operations

\_\_\_\_\_  
/s/ Rebecca Lutz  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Rebecca Lutz, notary Public  
North Fayette Twp., Allegheny County  
My Commission Expires May 22, 2011  
Member, Pennsylvania Association of Notaries

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**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made as of the 8 day of Sept, 2008 by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership (“Landlord”), and DICK’S SPORTING GOODS, INC., a Delaware corporation

("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant heretofore entered into that certain Lease Agreement dated June 25, 2007 (the "Lease") for the lease of approximately 657,200 square feet of space, located at 3909 North Commerce Drive, East Point, Georgia 30344, within Camp Creek Business Center, said space being more particularly described therein (the "Leased Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Incorporation of Recitals and Definitions. The above recitals are hereby incorporated into this Amendment as if fully set forth herein. All capitalized terms used herein but undefined shall have the meaning as defined in the Lease.

2. Minimum Annual Rent. In accordance with Sections 13, 14 and 15 of Exhibit B to the Lease, the schedule of Minimum Annual Rent set forth in Section 1.01(d) of the Lease is hereby deleted in its entirety and replaced with the following:

December 1, 2007 - November 30, 2008	\$1,604,571.92
December 1, 2008 - November 30, 2009	\$2,750,694.72
December 1, 2009 - November 30, 2010	\$2,750,694.72
December 1, 2010 - November 30, 2011	\$2,750,694.72
December 1, 2011 - November 30, 2012	\$2,750,694.72
December 1, 2012 - November 30, 2013	\$2,879,928.11
December 1, 2013 - November 30, 2014	\$2,972,237.68
December 1, 2014 - November 30, 2015	\$2,972,237.68
December 1, 2015 - November 30, 2016	\$2,972,237.68
December 1, 2016 - November 30, 2017	\$2,972,237.68
December 1, 2017 - November 30, 2018	\$3,113,244.31
December 1, 2018 - February 28, 2019	\$ 803,490.83

3. Monthly Rental Installments. In accordance with Sections 13, 14 and 15 of Exhibit B to the Lease, the schedule of Monthly Rental Installments set forth in Section 1.01(e) of the Lease is hereby deleted in its entirety and replaced with the following:

December 1, 2007 - April 30, 2008	\$ 0.00
May 1, 2008 - April 30, 2013	\$229,224.56
May 1, 2013 - April 30, 2018	\$247,686.47
May 1, 2018 - February 28, 2019	\$267,830.28

4. Additional Rent Commencement Date. February 6, 2008 is the Additional Rent Commencement Date under the Lease. Tenant acknowledges and agrees that (a) there are no amounts or credits due Tenant pursuant to Section 10 of Exhibit B to the Lease, and (b) Sections 11 and 12 of Exhibit B to the Lease are hereby declared null and void and of no force or effect.

5. Warranty.

(a) The first sentence of Section 12 of Exhibit E to the Lease is hereby deleted in its entirety and replaced with the following three (3) sentences:

Landlord hereby agrees to make any and all repairs to the Building and the Leased Premises, at its own expense, as are necessary or reasonably desirable to correct any defects in the Leased Premises or the Building of which Tenant notifies Landlord in writing on or before February 6, 2009 (exclusive of the Exterior Improvements, as hereinafter defined). Landlord hereby further agrees to make any and all repairs to the Exterior Improvements, at its own expense, as are necessary or reasonably desirable to correct any defects in the Exterior Improvements of which Tenant notifies Landlord in writing on or before March 5, 2009. For purposes hereof, Exterior Improvements shall

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mean and refer to that portion of the Tenant Improvements constructed and installed pursuant to Exhibit B to the Lease outside of the Building.

(b) The fifth (5<sup>th</sup>) sentence (based on this Amendment) of Section 12 of Exhibit E to the Lease shall be revised to change "two (2)" to "four (4)"

(c) Without limiting anything set forth in Section 12 of Exhibit E to the Lease, as amended pursuant to subsection (a) above, to the extent that the Landlord Warranty relates to any defects in the concrete or asphalt to be constructed and installed in the truck/trailer area shown on Exhibit A attached hereto and made a part hereof, such Landlord Warranty shall be extended through March 5, 2010.

6. Cost Savings. In accordance with Section 16(a) of Exhibit B to the Lease, Landlord and Tenant hereby acknowledge and agree that a GM Savings amount equal to Thirty-One Thousand Four Hundred Seventy and 75/100 Dollars (\$31,470.75) is hereby credited to Tenant, and has been applied

against the first Monthly Rental Installment due under the Lease.

7. Option to Terminate. The third sentence of Section 9 of Exhibit E to the Lease is hereby deleted in its entirety and replaced with the following:

Tenant shall deliver to Landlord, as an agreed upon termination fee (the "Fee"), an amount equal to Three Million Seven Hundred Sixty-Eight Thousand Eight Hundred Fifty-One and No/100 Dollars (\$3,768,851.00).

8. Credit to Tenant. Landlord and Tenant hereby acknowledge and agree that Landlord shall reimburse Tenant an amount equal to Eight Thousand and No/100 Dollars (\$8,000.00) for certain work performed by Tenant's vendor. Landlord shall pay such reimbursement to Tenant by check within thirty (30) days following the date hereof.

9. Examination of Amendment. Submission of this instrument for examination or signature to Tenant does not constitute a reservation or option, and it is not effective until execution by and delivery to both Landlord and Tenant.

10. Incorporation. This Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. As amended hereby, the Lease is hereby ratified and confirmed by Landlord and Tenant. To the extent the terms hereof are inconsistent with the terms of the Lease, the terms hereof shall control.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first set forth above.

Signed, sealed and delivered  
as to Landlord, in the  
presence of:

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: Duke Realty Corporation,  
its General Partner

\_\_\_\_\_  
Unofficial Witness

/s/ [ILLEGIBLE]  
\_\_\_\_\_  
Notary Public

By: /s/ J. Christopher Brown  
Name: J. Christopher Brown  
Title: Senior Vice Pres.



Signed, sealed and delivered  
as to Tenant, in the  
presence of:

TENANT:

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

/s/ [ILLEGIBLE]  
\_\_\_\_\_  
Unofficial Witness

By: /s/ Lee Belitsky  
Name: Lee Belitsky  
Title: SVP

/s/ [ILLEGIBLE]  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Brenda L. Dodd, Notary Public  
Findlay Twp., Allegheny County  
My Commission Expires Sept. 5, 2011  
Member, Pennsylvania Association of Notaries

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**LEASE**

THIS LEASE (the "Lease") is executed this 25<sup>th</sup> day of June, 2007 (the "Effective Date"), by and between DUKE REALTY LIMITED PARTNERSHIP, an Indiana limited partnership ("Landlord"), and DICK'S SPORTING GOODS, INC., a Delaware corporation ("Tenant").

**ARTICLE 1 - LEASE OF PREMISES**

**Section 1.01. Basic Lease Provisions and Definitions.**

- (a) Leased Premises (shown outlined in **Exhibit A** hereto): All of that certain building (the "Building") located at 3909 North Commerce Drive, East Point, Georgia 30344, together with an exclusive right to use all portions of the land other than the Building, said land containing approximately 44.06 acres and also being depicted on **Exhibit A** hereto (the "Land").
- (b) Rentable Area of the Building: Approximately 657,200 square feet. The Building has been measured by Landlord based on a "drip-line" measurement from the outside of the exterior walls of the Leased Premises. Landlord and Tenant hereby acknowledge and agree that the square footage of the Rentable Area as set forth above is not subject to dispute or re-measurement by either party during the Lease Term.
- (c) Park: Camp Creek Business Center, said Park containing, as of the date hereof, approximately 532.967 acres and being described on **Exhibit A-1** hereto.
- (d) Minimum Annual Rent:
- |                                      |                |
|--------------------------------------|----------------|
| December 1, 2007 – November 30, 2008 | \$1,265,110.00 |
| December 1, 2008 – November 30, 2009 | \$2,168,760.00 |
| December 1, 2009 – November 30, 2010 | \$2,168,760.00 |
| December 1, 2010 – November 30, 2011 | \$2,168,760.00 |
| December 1, 2011 – November 30, 2012 | \$2,168,760.00 |
| December 1, 2012 – November 30, 2013 | \$2,295,271.00 |
| December 1, 2013 – November 30, 2014 | \$2,385,636.00 |
| December 1, 2014 – November 30, 2015 | \$2,385,636.00 |
| December 1, 2015 – November 30, 2016 | \$2,385,636.00 |
| December 1, 2016 – November 30, 2017 | \$2,385,636.00 |
| December 1, 2017 – November 30, 2018 | \$2,523,648.00 |
| December 1, 2018 – February 28, 2019 | \$ 655,557.00  |
- (e) Monthly Rental Installments:
- |                                   |              |
|-----------------------------------|--------------|
| December 1, 2007 – April 30, 2008 | \$ 0.00      |
| May 1, 2008 – April 30, 2013      | \$180,730.00 |
| May 1, 2013 – April 30, 2018      | \$198,803.00 |
| May 1, 2018 – February 28, 2019   | \$218,519.00 |
- (f) Intentionally Omitted
- (g) Commencement Date: December 1, 2007.
- (h) Lease Term: Eleven (11) years and three (3) months from the Commencement Date.
- (i) Security Deposit: None.
- (j) Broker: The Staubach Company – Southeast, Inc. representing Tenant.
- (k) Permitted Use: General office, warehousing, distribution and storage of consumer inventory, including related parking.
- (l) Address for notices and payments are as follows:

Landlord: Duke Realty Limited Partnership  
c/o Duke Realty Corporation  
Attn.: Atlanta Market – V.P., Asset Mgmt. & Customer Service  
3950 Shackleford Road, Suite 300  
Duluth, Georgia 30096

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With Payments to: Duke Realty Limited Partnership

75 Remittance Drive, Suite 3205  
Chicago, IL 60675-3205

Tenant (prior to occupancy): Dick's Sporting Goods, Inc.  
300 Industry Drive, RIDC Park West  
Pittsburgh, Pennsylvania 15275  
Attn.: Legal Department

Tenant (following occupancy): Dick's Sporting Goods, Inc.  
300 Industry Drive, RIDC Park West  
Pittsburgh, Pennsylvania 15275  
Attn.: Legal Department

(m) Guarantor(s): None.

#### EXHIBITS

Exhibit A: Leased Premises  
Exhibit A-1: Park  
Exhibit B: Tenant Improvements  
Exhibit B-1: Scope of Work  
Exhibit B-2: Capitalized Tenant Improvements  
Exhibit B-3: Amortized Tenant Improvements  
Exhibit C: Letter of Understanding  
Exhibit D: Rules and Regulations  
Exhibit E: Special Stipulations  
Exhibit F: First Expansion Space  
Exhibit G: Second Expansion Space  
Exhibit H: First Offer Space  
Exhibit H-1: Site G  
Exhibit I: Second Offer Space  
Exhibit J: Expansion Letter of Understanding  
Exhibit K: Signage  
Exhibit L: Tenant Improvement Schedule  
Exhibit M: Form of Memorandum of Lease

Section 1.02. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises. Tenant has certain expansion rights as more particularly set forth in Exhibit E attached hereto. Landlord shall not have the right to construct any other building on the Land except a building for Tenant as provided in Exhibit E. Landlord represents and warrants to Tenant that it is the fee simple owner of the Leased Premises as of the date of the Lease.

### ARTICLE 2 - TERM AND POSSESSION

Section 2.01. Term. The Commencement Date shall be as set forth in Section 1.01(g) above. Tenant acknowledges and agrees that the Commencement Date under this Lease shall not be contingent upon Landlord's Substantial Completion (as defined in Exhibit B hereto) of the Tenant Improvements (as defined in Section 2.02 below). The Lease Term shall be as set forth in Section 1.01(h) above, subject to the Extension Terms and Tenant's Termination Option provided in Exhibit E.

Section 2.02. Construction of Tenant Improvements. Landlord shall construct and install, in a good and workmanlike manner and in compliance with all applicable laws, all leasehold improvements to the Leased Premises (collectively, the "Tenant Improvements") in accordance with Exhibit B attached hereto and made a part hereof.

Section 2.03. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, immediately (a) surrender the Building to Landlord in broom-clean condition and in good order, condition and repair, subject to damage by fire or other casualty, (b) remove from the Leased Premises (i) Tenant's Property (as defined in Section 8.01 below), (ii) all racking and conveyor systems and any other material handling equipment, together with any related wiring and cabling, provided, however, that the bolts securing such systems may be cut off and ground flush with the floor rather than removed, (iii) the mezzanine and any related improvements, (iv) all data and communications wiring and cabling (including above ceiling, below raised floors and behind walls) within the office portion of the Building, and (v) any alterations required to be removed pursuant to Section 7.03 below, and (c) repair any damage caused by any such removal and restore the Leased

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Premises to the condition existing upon the Additional Rent Commencement Date (as defined in Exhibit B hereto), except for (i) ordinary wear and tear and damage which Tenant is not obligated to repair, and (ii) damage caused by fire or other casualty. All of Tenant's Property that is not removed within ten (10) days following Landlord's written demand therefor shall be conclusively deemed to have been abandoned and Landlord shall be entitled to dispose of such property at Tenant's cost without incurring any liability to Tenant. This Section 2.03 shall survive the expiration or any earlier termination of this Lease.

Section 2.04. Holding Over. If Tenant retains possession of the Leased Premises after the expiration or earlier termination of this Lease, Tenant shall be a tenant at sufferance at one hundred thirty-five percent (135%) of the Monthly Rental Installments and Annual Rental Adjustment (as hereinafter defined) for the Leased Premises in effect upon the date of such expiration or earlier termination, and otherwise upon the terms, covenants and conditions herein specified, so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor shall such acceptance create a month-to-month tenancy. In the event a month-to-month tenancy is created by operation of law, either party shall have the right to terminate such month-to-month tenancy upon thirty (30) days' prior written notice to the other, whether or not said notice is given on the rent paying date. This Section 2.04 shall in no way constitute a consent by Landlord to any holding over by Tenant upon the expiration or earlier termination of this Lease, nor limit Landlord's remedies in such event.

### **ARTICLE 3 - RENT**

Section 3.01. Base Rent. Tenant shall pay to Landlord the Minimum Annual Rent in the Monthly Rental Installments in advance, without demand, deduction or offset, except as otherwise expressly specified elsewhere in the Lease, on the Commencement Date and on or before the first day of each and every calendar month thereafter during the Lease Term. The Monthly Rental Installments for partial calendar months shall be prorated.

#### Section 3.02. Annual Rental Adjustment Definitions.

(a) "Annual Rental Adjustment" shall mean the amount of Operating Expenses, Real Estate Taxes (to the extent Tenant does not pay the taxing authorities directly, as permitted herein) and Insurance Premiums for a particular calendar year.

(b) "Operating Expenses" shall mean the amount of all of Landlord's costs and expenses paid or incurred in operating, repairing, replacing and maintaining the Building and the Land in good condition and repair for a particular calendar year, including by way of illustration and not limitation, the following: insurance deductibles, water, sewer, electrical and other utility charges other than the separately billed charges paid by Tenant as provided in this Lease (or such charges separately billed to other tenants in the Park); painting; stormwater discharge fees; tools and supplies; repair costs; landscape maintenance costs; access patrols; license, permit and inspection fees; management fees (which shall not exceed 3% of the Minimum Annual Rent and Annual Rental Adjustment for the Building); supplies, costs, wages and related employee benefits payable for the management, maintenance and operation of the Building; maintenance, repair and replacement of the driveways, parking areas, curbs and sidewalk areas (including snow and ice removal), landscaped areas, drainage strips, sewer lines, exterior walls, foundation, structural frame, roof, gutters and lighting; and maintenance and repair costs, dues, fees and assessments incurred under any covenants or charged by any owners association. The cost of any Operating Expenses that are capital in nature shall be amortized over the useful life of the improvement (as reasonably determined by Landlord in accordance with generally accepted accounting principles), and only the amortized portion shall be included in Operating Expenses. The Operating Expenses are currently estimated to be twenty-one cents (\$0.21) per square foot of the Leased Premises for the first twelve (12) months following Substantial Completion of the Tenant Improvements. Tenant acknowledges that said amount is only an estimate, however, and that Tenant shall be required to reimburse Landlord for the actual Operating Expenses under the Lease in accordance with this Section 3.02. Operating Expenses shall specifically not include:

- (i) costs for interest and principal payments on any loans financing any portion of the Leased Premises;
- (ii) ground rental payments;
- (iii) any costs, fines or penalties due to any violation by Landlord of any governmental rule or authority or due to any late payment by Landlord of any component of Operating Expenses except to the extent such costs, fines or penalties are incurred as a result of Tenant's failure to make any required payment in a timely manner;

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- (iv) costs incurred because Landlord violated the terms of any agreement or lease or due to the act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors;
  - (v) costs of preparing, improving or altering any of the Leased Premises in preparation for occupancy by any subsequent tenant;
  - (vi) expenses incurred in connection with any property other than the Leased Premises (excluding charges assessed against the Leased Premises pursuant to any protective covenants encumbering the Leased Premises);
  - (vii) expenses for repairs or other work occasioned by fire, windstorm or other insured casualty;
  - (viii) costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy asbestos-containing materials or other materials from the Leased Premises, provided that such materials are actually classified as "Hazardous Substances" under Environmental Laws (as defined under Section 15.01(a) of this Lease) in effect as of the date of this Lease, and not introduced onto the Leased Premises by Tenant; and
  - (ix) compensation, wages, benefits, workers' compensation premiums and payroll taxes for employees above the grade of senior building manager or for officers, trustees or partners of Landlord.

(c) "Real Estate Taxes" shall mean any form of real estate tax or assessment or service payments in lieu thereof, and any license fee, commercial rental tax, improvement bond or other similar charge or tax (other than inheritance, personal income or estate taxes) imposed upon the Building or Land, or against Landlord's business of leasing the Building, by any authority having the power to so charge or tax, together with costs and expenses of

contesting the validity or amount of the Real Estate Taxes. The Real Estate Taxes are currently estimated to be forty-five cents (\$0.45) per square foot of the Leased Premises for the first twelve (12) months following Substantial Completion of the Tenant Improvements. Tenant acknowledges that said amount is only an estimate, however, and that Tenant shall be required to pay the actual Real Estate Taxes under the Lease in accordance with this Section 3.02. Landlord shall deliver to Tenant copies of all notices regarding Real Estate Taxes within ten (10) business days of Landlord's receipt of the same. In addition, Tenant may request that all taxing authorities send notices regarding Real Estate Taxes directly to Tenant, in which case Tenant shall deliver to Landlord copies of all such notices within ten (10) business days of Tenant's receipt of the same. Tenant shall pay all Real Estate Taxes levied against the Leased Premises directly to the applicable taxing authority and shall provide Landlord with written evidence of such payment before the same becomes delinquent. If the Real Estate Taxes may be paid in installments, Tenant may elect to pay such Real Estate Taxes in installments to the fullest extent allowed by law. Tenant acknowledges that Landlord is in the process of preparing a subdivision plat that will, among other things, subdivide the Land from other property within the Park, thereby creating a separately assessed parcel for the purposes of Real Estate Taxes. Except in the event the Leased Premises is expanded as provided in Exhibit E, in no event shall the acreage of such separately assessed Land exceed approximately 44.06 acres. Until such time as the Land is a separately assessed parcel for purposes of Real Estate Taxes, Landlord shall indemnify, defend and hold harmless Tenant from and against any loss, cost, damage or expense actually incurred by Tenant as a result of the Land not being a separately assessed parcel for purposes of Real Estate Taxes. Once the Land is separately assessed for purposes of Real Estate Taxes, Landlord shall not thereafter change the boundaries of the tax parcel except in the event the Leased Premises is expanded as provided in Exhibit E hereto, in which case Landlord shall have the right, but not the obligation, to change the boundaries of the tax parcel to include such expansion.

(d) "Insurance Premiums" shall mean insurance premiums for insurance coverage on the Building or Land and shall include all fire and extended coverage insurance on the Building and all liability insurance coverage on the Land, and the grounds, sidewalks, driveways and parking areas related thereto, together with such other insurance coverages, including, but not limited to, rent interruption insurance, as are from time to time obtained by Landlord. The Insurance Premiums are currently estimated to be five cents (\$0.05) per square foot of the Leased Premises for the first twelve (12) months following Substantial Completion of the Tenant Improvements. Tenant acknowledges that said amount is only an estimate, however, and that Tenant shall be required to pay the actual Insurance Premiums under the Lease in accordance with this Section 3.02. Notwithstanding anything to the contrary contained herein, Insurance Premiums shall not include any portion of any penalty or interest for delinquent payment by Landlord of any Insurance Premiums.

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#### Section 3.03. Payment of Additional Rent.

(a) Any amount required to be paid by Tenant hereunder (in addition to Minimum Annual Rent) and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease shall be considered "Additional Rent" payable in the same manner and upon the same terms and conditions as the Minimum Annual Rent reserved hereunder, except as set forth herein to the contrary. Any failure on the part of Tenant to pay such Additional Rent when and as the same shall become due shall entitle Landlord to the remedies available to it for non-payment of Minimum Annual Rent.

(b) In addition to the Minimum Annual Rent specified in this Lease, commencing as of the Additional Rent Commencement Date, Tenant shall pay to Landlord as Additional Rent for the Leased Premises, in each calendar year or partial calendar year during the Lease Term, an amount equal to the Annual Rental Adjustment for such calendar year. Landlord shall estimate the Annual Rental Adjustment annually, and written notice thereof shall be given to Tenant prior to the beginning of each calendar year. Tenant shall pay to Landlord each month, at the same time the Monthly Rental Installment is due, an amount equal to one-twelfth (1/12) of the estimated Annual Rental Adjustment. If Operating Expenses necessarily increase during a calendar year, Landlord may increase the estimated Annual Rental Adjustment during such year by giving Tenant written notice to that effect, and beginning with the next Additional Rent payment after such notice, Tenant shall pay to Landlord, in each of the remaining months of such year, an amount equal to the amount of such increase in the estimated Annual Rental Adjustment divided by the number of months remaining in such year, subject to the maximum increases permitted in Section 3.05 below, provided, however, Landlord shall only be permitted to increase the Operating Expenses once during any calendar year. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall prepare and deliver to Tenant a statement showing the actual Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next Minimum Annual Rent payment or payments due from Tenant, as the case may be, the difference between the actual Annual Rental Adjustment for the preceding calendar year and the estimated amount paid by Tenant during such year. This Section 3.03 shall survive the expiration or any earlier termination of this Lease.

Section 3.04. Late Charges. Tenant acknowledges that Landlord shall incur certain additional unanticipated administrative and legal costs and expenses if Tenant fails to pay timely any payment required hereunder. Therefore, in addition to the other remedies available to Landlord hereunder, if any payment of Minimum Annual Rent and/or Annual Rental Adjustments required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the due date thereof to the date of payment at the prime rate of interest, as reported in the Wall Street Journal (the "Prime Rate") plus four percent (4%) per annum. Without limiting the foregoing, in the event any payment other than Minimum Annual Rent and Annual Rental Adjustments required to be paid by Tenant to Landlord hereunder shall become overdue, such unpaid amount shall bear interest from the date that is five (5) days after the due date thereof to the date of payment at the Prime Rate plus four percent (4%) per annum.

Section 3.05. Maximum Increase in Operating Expenses. Notwithstanding anything in this Lease to the contrary, Tenant will be responsible for Real Estate Taxes, Insurance Premiums, snow removal, landscaping (exclusive of any landscaping expenditures that are capital expenditures in accordance with generally accepted accounting principles), and charges assessed against the Building pursuant to any covenants or owner's association ("Uncontrollable Expenses"), without regard to the level of increase in any or all of the above in any year or other period of time. Tenant's obligation to pay all other Building Operating Expenses that are not Uncontrollable Expenses (herein "Controllable Expenses") shall be limited to a five percent (5%) per annum increase over the amount the Controllable Expenses per square foot for the immediately preceding calendar year would have been had the Controllable Expenses per square foot increased at the rate of five percent (5%) in all previous calendar years beginning with the actual Controllable Expenses per square foot for the year ending December 31, 2008, annualized (i.e. grossed up as if Tenant had been in occupancy and the Leased Premises fully operational for the entire calendar year). Landlord acknowledges and agrees that all Operating Expenses that are capital in nature constitute Controllable Expenses. The Controllable Expenses are currently estimated to be fourteen cents (\$0.14) per square foot of the Leased Premises for 2008. Tenant acknowledges that said amount is only an estimate,

however, and that Tenant shall be required to pay the actual Controllable Expenses as limited under this Section 3.05 and as otherwise required by this Lease.

Section 3.06. Inspection and Audit Rights.

(a) Tenant shall have the right to inspect, at reasonable times and in a reasonable manner, during the one hundred twenty (120) day period following the delivery of Landlord's statement of the actual amount of the Annual Rental Adjustment (the "Inspection Period"), such of Landlord's books of account and records as pertain to and contain information concerning the Annual Rental Adjustment for

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the prior calendar year in order to verify the amounts thereof. Such inspection shall take place at Landlord's office upon at least fifteen (15) days prior written notice from Tenant to Landlord. Only Tenant or a certified public accountant shall conduct such inspection. Tenant shall also agree to follow Landlord's reasonable procedures for auditing such books and records. Landlord and Tenant shall act reasonably in assessing the other party's calculation of the Annual Rental Adjustment. Tenant shall provide Landlord with a copy of its findings within thirty (30) days after completion of the audit. Tenant's failure to exercise its rights hereunder within the Inspection Period shall be deemed a waiver of its right to inspect or contest the method, accuracy or amount of such Annual Rental Adjustment.

(b) If Landlord and Tenant agree that Landlord's calculation of the Annual Rental Adjustment for the inspected calendar year was incorrect, the parties shall enter into a written agreement confirming such undisputed error and then Landlord shall make a correcting payment in full to Tenant within thirty (30) days after the determination of the amount of such error or credit such amount against future Additional Rent if Tenant overpaid such amount, and Tenant shall pay Landlord within thirty (30) days after the determination of such error if Tenant underpaid such amount. In the event of any errors on the part of Landlord that Landlord agrees were errors costing Tenant in excess of the greater of (i) five percent (5%) of Tenant's actual Operating Expense liability for any calendar year, and (ii) \$5,000, Landlord will also reimburse Tenant for the costs of an audit reasonably incurred by Tenant in an amount not to exceed \$4,000 within the above thirty (30) day period. If Tenant provides Landlord with written notice disputing the correctness of Landlord's statement, and if such dispute shall not have been settled by agreement within thirty (30) days after Tenant provides Landlord with such written notice, Tenant may submit the dispute to a reputable firm of independent certified public accountants selected by Tenant and approved by Landlord, and the decision of such accountants shall be conclusive and binding upon the parties. If such accountant decides that there was an error, Landlord will make correcting payment if Tenant overpaid such amount, and Tenant shall pay Landlord if Tenant underpaid such amount. The fees and expenses involved in such decision shall be borne by the party required to pay for the audit.

(c) All of the information obtained through Tenant's inspection with respect to financial matters (including, without limitation, costs, expenses and income) and any other matters pertaining to Landlord, the Leased Premises, the Building and/or the Park as well as any compromise, settlement or adjustment reached between Landlord and Tenant relative to the results of the inspection shall be held in strict confidence by Tenant and its officers, agents, and employees; and Tenant shall cause its independent professionals to be similarly bound. The obligations within the preceding sentence shall survive the expiration or earlier termination of the Lease.

Section 3.07. Right to Contest Taxes. Each year, Landlord shall deliver to Tenant a copy of the Notice of Valuation regarding Real Estate Taxes within ten (10) business days following Landlord's receipt thereof. Tenant shall have the right to request that Landlord contest any tax assessment, valuation or levy against the Leased Premises by delivering written notice to Landlord at least twenty (20) days prior to the expiration of any period to contest such tax assessment, valuation or levy. In the event that Tenant requests such contest Landlord shall diligently pursue such contest in a commercially reasonable manner and Tenant shall reimburse Landlord for any reasonable fees, expenses and costs incurred by Landlord in contesting such assessments, levies or tax rate applicable to the Leased Premises, or portions thereof whether or not such contest is successful. In the alternative, Tenant may, at Tenant's option, pursue such contest, and Landlord shall use good faith commercially reasonable efforts to assist Tenant with such contest. If such contest by either Landlord or Tenant results in a refund of Real Estate Taxes in any year, Tenant shall be entitled to receive its share of such refund, pro-rated for the period with respect to which Tenant paid its share of Real Estate Taxes for such year, and if such contest was prosecuted by Landlord, after deducting from the refund all fees, expenses and costs incurred by Landlord in such contest.

**ARTICLE 4 - SECURITY DEPOSIT**

INTENTIONALLY OMITTED.

**ARTICLE 5 - OCCUPANCY AND USE**

Section 5.01. Use. Tenant shall use the Leased Premises for the Permitted Use and for no other purpose without the prior written consent of Landlord.

Section 5.02. Covenants of Tenant Regarding Use.

(a) Tenant shall (i) use and, except for Landlord's responsibilities hereunder, maintain the Leased Premises and conduct its business thereon in a safe, and lawful manner, (ii) comply with that certain Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Camp Creek Business Center dated June 15, 2005 and recorded June 17,

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2005, as supplemented by that certain First Supplement to Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Easements for Camp Creek Business Center dated on or about May 11, 2007, (iii) comply with all laws, rules, regulations, orders, ordinances, directions and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including, without limitation, those which shall impose upon Landlord or Tenant any duty with respect to or are triggered by a change in the use or occupation of, or any improvement or alteration to, the Leased Premises, and (iv) comply with and obey all reasonable directions, rules and regulations of Landlord, including the Building Rules and Regulations attached hereto as **Exhibit D** and made a part hereof, as may be modified from time to time by Landlord on reasonable notice to Tenant to the extent that (A) any later proscribed rules or regulations do not adversely affect Tenant's use of the Leased Premises for the Permitted Use or its parking rights pursuant to Section 16.11 of the Lease in any material respect, and (B) no existing or later proscribed rule and regulation shall be enforced against Tenant or the Leased Premises unless it is uniformly enforced and applied to all other tenants of Landlord or its affiliates located in the Park in a non-discriminatory manner. Without limiting the foregoing, Tenant shall comply with any future covenants that encumber the Leased Premises provided that (w) Landlord gives Tenant ten (10) days advance notice of such covenants, (x) the covenants do not unreasonably interfere with Tenant's conduct of its business at the Leased Premises for the Permitted Use, (y) the covenants do not materially increase the assessments theretofore permitted to be charged against the Land under the covenants, and (z) the covenants are uniformly enforced and applied to all other owners and tenants encumbered by such covenants in a non-discriminatory manner. Landlord agrees that it will not voluntarily consent to any future covenants that would encumber the Leased Premises if such covenants do not comply with the terms of subparts 5.02(w), (x), (y) and (z) above.

(b) Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way cause a nuisance, unreasonably obstruct or interfere with the rights of other tenants or occupants of the Park. Landlord shall not be responsible to Tenant for the non-performance by any other tenant or occupant of the Park of any of Landlord's directions, rules and regulations, but agrees that any enforcement thereof shall be done uniformly. Tenant shall not overload the floors of the Building. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall be repaired by Landlord at the sole expense of Tenant, who shall reimburse Landlord within fifteen (15) days after demand from Landlord. Landlord hereby acknowledges that Tenant will be installing racking systems and conveyors in the Building, and that Landlord warrants that it has constructed, within normal construction tolerances, a seven (7) inch thick floor in the Building, utilizing 4,000 per square inch concrete as more particularly referenced in **Exhibit B**. Tenant shall not use the Leased Premises, nor allow the Leased Premises to be used, for any purpose or in any manner that would (i) invalidate any policy of insurance now or hereafter carried by Landlord on the Building, or (ii) increase the rate of premiums payable on any such insurance policy unless Tenant reimburses Landlord for any increase in premium charged.

**Section 5.03. Landlord's Rights Regarding Use.** Without limiting any of Landlord's rights specified elsewhere in this Lease, (a) Landlord shall have the right at any time, upon three (3) days written notice to Tenant, to control, change or otherwise alter the Land in such manner as it deems necessary provided such control, change or alteration does not materially and adversely affect Tenant's use of the Leased Premises for the Permitted Use, (b) Landlord may grant easements over the Land as it shall deem necessary or proper so long as any such granting does not materially and adversely affect Tenant's use of the Leased Premises for the Permitted Use, and (c) Landlord, its agents, employees and contractors and any mortgagee of the Building shall have the right to enter any part of the Leased Premises at reasonable times upon twenty-four (24) hours prior notice (except in the event of an emergency where no notice shall be required) for the purposes of (i) examining or inspecting the same (including, without limitation, testing to confirm Tenant's compliance with this Lease), (ii) showing the same to prospective purchasers or mortgagees, (iii) during the last one hundred eighty (180) days of the Lease Term and any time Tenant is in Default hereunder, showing the same to prospective tenants, and (iv) making such repairs, alterations or improvements to the Leased Premises that are reasonably necessary or desirable. Landlord will use reasonable efforts not to interfere with Tenant's use or operation of the Leased Premises or ingress and egress thereto in connection with the exercise of Landlord's rights under this **Section 5.03**.

#### **ARTICLE 6 - UTILITIES**

Landlord represents and warrants that as of the date hereof, gas, water, electrical, telephone, sanitary sewer and storm sewer are all available at the Building and at the Fixturing Date the foregoing statement shall continue to be true and correct. Beginning on the Additional Rent Commencement Date, Tenant shall obtain in its own name and pay directly to the appropriate supplier the cost of all utilities and services serving the Leased Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other Building service and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold sums due hereunder. Notwithstanding the foregoing, in

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the event that (a) there is an interruption of utility service to the Leased Premises, (b) such interruption is not caused by Tenant, its agents, employees, contractors or invitees, and (c) such interruption renders all or a portion of the Leased Premises untenable (meaning that Tenant is unable to use, and does not use, such space in the normal course of its business for the Permitted Use) for more than five (5) consecutive business days, then Tenant shall notify Landlord in writing that Tenant intends to abate rent. If service has not been restored within five (5) business days of Landlord's receipt of Tenant's notice, then Minimum Annual Rent and all Additional Rent shall abate proportionately with respect to the portion of the Leased Premises rendered untenable on a per diem basis for each day after such five (5) business-day period during which such portion of the Leased Premises remains untenable. Such abatement shall be Tenant's sole remedy for Landlord's failure to restore service as set forth above, and Tenant shall not be entitled to damages (consequential or otherwise) as a result thereof.

#### **ARTICLE 7 - REPAIRS, MAINTENANCE AND ALTERATIONS**

**Section 7.01. Repair and Maintenance of Building.** Landlord shall keep in good order and condition and make all necessary repairs, replacements and maintenance to the roof structure and membrane, sprinkler systems, exterior walls, foundation, floor slabs (excluding regular floor cleaning and maintenance), utility systems to the point of connection into the Lease Premises, structural frame of the Building, the parking and landscaped areas and other areas of the Land. Except for Landlord's Warranty obligation set forth in **Section 12 of Exhibit E** hereto, the cost of such repairs, replacements and maintenance shall be included in Operating Expenses to the extent provided in **Article 3** above and subject to the amortization of any repair or maintenance that is capital in nature and the applicability of the five percent (5%) cap on Controllable Expenses, all as provided in said **Article 3**. Notwithstanding the

foregoing, to the extent any such repairs, replacements or maintenance are required because of the negligence, misuse or Default of Tenant, its employees, agents, contractors, customers or invitees, Landlord shall make such repairs at Tenant's sole expense.

Section 7.02. Repair and Maintenance of Building. Excepting all other responsibilities of Landlord under this Lease, Tenant shall, at its own cost and expense, maintain the Building in good condition, regularly servicing and promptly making all repairs and replacements thereto, including but not limited to the electrical systems, heating and air conditioning systems, plate glass, floors, windows and doors, and plumbing systems. Tenant shall obtain a preventive maintenance contract on the heating, ventilating and air-conditioning systems and provide Landlord with a copy thereof, or Tenant may elect to be responsible for conducting commercially reasonable preventative maintenance on the heating, ventilating and air-conditioning systems within the Leased Premises by qualified personnel reasonably acceptable to Landlord. In the event Tenant elects to establish its own preventative maintenance program, Tenant shall keep detailed records with respect to such maintenance and upon Landlord's request, Tenant shall provide Landlord with copies of such records regarding Tenant's periodic inspections of the heating, ventilating and air-conditioning systems and the preventative maintenance performed thereon. The preventive maintenance contract shall meet or exceed Landlord's standard maintenance criteria, and shall provide for the inspection and maintenance of the heating, ventilating and air conditioning system on at least a semi-annual basis. Landlord acknowledges and agrees that Tenant shall only be responsible for maintaining the sprinkler system, electrical system, plumbing and other systems which service the entire Building from the point of connection into the Building.

Section 7.03. Alterations. Tenant shall not permit alterations in or to the Leased Premises unless and until Landlord has approved the plans therefor in writing; provided, however, that Tenant shall have the right to make alterations to the Leased Premises without obtaining Landlord's prior written consent provided that (a) such alterations do not exceed One Hundred Twenty-Five Thousand Dollars (\$125,000.00) in cost in any one instance and Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) in cost in the aggregate during the Lease Term; (b) such alterations are non-structural and non-mechanical in nature; (c) such alterations do not require a permit; (d) Tenant provides Landlord with prior written notice of its intention to make such alterations stating in reasonable detail the nature, extent and estimated cost of such alterations together with the plans and specifications for the same, and (e) at Landlord's option, Tenant must remove such alterations and restore the Leased Premises upon termination of this Lease. As a condition of such approval, Landlord may require Tenant to remove the alterations and restore the Leased Premises upon termination of this Lease; otherwise, all such alterations shall at Tenant's option be removed by Tenant upon the expiration or earlier termination of the Lease in accordance with Section 2.03 above, or become a part of the realty and the property of Landlord. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation hereunder to remove any of the alterations or improvements which have been made by Tenant with the express written consent of Landlord, unless, at the time of granting such consent, Landlord has expressly required the removal of any such proposed alterations or improvements as a condition to granting such consent. Tenant shall ensure that all alterations shall be made in accordance with all applicable laws, regulations and building codes, in a good and workmanlike manner and of quality equal to or better than the original construction of the Building. No person shall be entitled to any lien derived through or under Tenant for

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any labor or material furnished to the Leased Premises, and nothing in this Lease shall be construed to constitute Landlord's consent to the creation of any lien. If any lien is filed against the Leased Premises for work claimed to have been done for or material claimed to have been furnished to Tenant, Tenant shall cause such lien to be discharged of record or bonded over within thirty (30) days after filing. Tenant shall indemnify Landlord from all costs, losses, expenses and attorneys' fees in connection with any construction or alteration performed at the direction of Tenant and any related lien. Tenant agrees that if an alteration requires Landlord's consent pursuant to this Section 7.03, at Landlord's option, Duke Construction Limited Partnership or a subsidiary or affiliate of Landlord, who shall receive a fee as Landlord's construction manager or general contractor, shall perform all work on any alterations to the Leased Premises; provided, however, such fee shall be at a competitive rate within the market. In addition, Landlord agrees that it shall solicit competitive bids from at least three (3) subcontractors for all major trades required to make such alterations; provided, however, that Tenant shall have the right to select additional bidders and, after consultation with Landlord, select the winning bid for such major trade.

## **ARTICLE 8 - INDEMNITY AND INSURANCE**

Section 8.01. Release. All of Tenant's trade fixtures, merchandise, inventory conveying and racking systems, and all other personal property in or about the Leased Premises, which is deemed to include the trade fixtures, merchandise, inventory and personal property of others located in or about the Leased Premises or Land at the invitation, direction or acquiescence (express or implied) of Tenant (all of which property shall be referred to herein, collectively, as "Tenant's Property"), shall be and remain at Tenant's sole risk. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft or damage to Tenant's Property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests and invitees in or about the Leased Premises, except to the extent of personal injury (but not property loss or damage) caused by the act, omission, negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.01 shall limit (or be deemed to limit) the waivers contained in Section 8.07 below. In the event of any conflict between the provisions of Section 8.07 below and this Section 8.01, the provisions of Section 8.07 shall prevail. This Section 8.01 shall survive the expiration or earlier termination of this Lease.

Section 8.02. Indemnification by Tenant. Tenant shall protect, defend, indemnify and hold Landlord, its agents, employees and contractors harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels actually incurred, without regard to statutory interpretation) to the extent (a) arising out of or relating to any act, omission, negligence, or willful misconduct of Tenant or Tenant's agents, employees, contractors, customers or invitees in or about the Leased Premises, the Building or the Land, (b) arising out of or relating to any of Tenant's Property, or (c) arising out of any other act or occurrence inside the Building, in all such cases of (a), (b) and (c) above, except to the extent of personal injury (but not property loss or damage) caused by the act, omission, negligence or willful misconduct of Landlord, its agents, employees or contractors. Nothing contained in this Section 8.02 shall limit (or be deemed to limit) the waivers contained in Section 8.07 below. In the event of any conflict between the provisions of Section 8.07 below and this Section 8.02, the provisions of Section 8.07 shall prevail. This Section 8.02 shall survive the expiration or earlier termination of this Lease.

Section 8.03. Indemnification by Landlord. Landlord shall protect, defend, indemnify and hold Tenant, its agents, employees and contractors

harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels actually incurred, without regard to statutory interpretation) to the extent arising out of or relating to any act, omission, negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Nothing contained in this Section 8.03 shall limit (or be deemed to limit) the waivers contained in Section 8.07 below. In the event of any conflict between the provisions of Section 8.07 below and this Section 8.03, the provisions of Section 8.07 shall prevail. This Section 8.03 shall survive the expiration or earlier termination of this Lease.

Section 8.04. Tenant's Insurance.

(a) During the Lease Term (and any period of early entry or occupancy or holding over by Tenant, if applicable), Tenant shall maintain the following types of insurance, in the amounts specified below:

(i) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage coverage) covering the Leased Premises and Tenant's use thereof against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per

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occurrence limit of not less than \$11,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(ii) Property Insurance. Special Form Insurance (which insurance shall not exclude flood or earthquake coverage) in the amount of the full replacement cost of Tenant's Property and betterments (including alterations or additions performed by Tenant pursuant hereto, but excluding those improvements, if any, made pursuant to Section 2.02 above), which insurance shall include an agreed amount endorsement waiving coinsurance limitations. The insurance required in this subsection (ii) may be maintained by a blanket policy of insurance.

(iii) Worker's Compensation Insurance. Worker's Compensation insurance in amounts required by applicable law.

(iv) Business Interruption Insurance. Business Interruption Insurance with limits not less than an amount equal to two (2) years rent hereunder.

(b) All insurance required by Tenant hereunder shall (i) be issued by one or more insurance companies reasonably acceptable to Landlord, licensed to do business in the State in which the Leased Premises is located and having an AM Best's rating of A IX or better, and (ii) provide that said insurance shall not be materially changed, canceled or permitted to lapse on less than thirty (30) days' prior written notice to Landlord. In addition, Tenant's insurance shall protect Tenant and Landlord as their interests may appear, naming Landlord, Landlord's managing agent, and any mortgagee requested by Landlord, as additional insureds under its commercial general liability policies. On or before the Additional Rent Commencement Date (or the date of any earlier entry or occupancy by Tenant), and thereafter, within thirty (30) days prior to the expiration of each such policy, Tenant shall furnish Landlord with certificates of insurance in the form of ACORD 25 or ACORD 25-S (or other evidence of insurance reasonably acceptable to Landlord), evidencing all required coverages, together with a copy of the endorsement(s) to Tenant's commercial general liability policy evidencing primary and non-contributory coverage afforded to the appropriate additional insureds. Upon Tenant's receipt of a request from Landlord, Tenant shall provide Landlord with copies of all insurance policies, including all endorsements, evidencing the coverages required hereunder. If Tenant fails to carry such insurance and furnish Landlord with such certificates of insurance or copies of insurance policies (if applicable), after a request in writing to do so and fifteen (15) days to cure the foregoing, Landlord may obtain such insurance on Tenant's behalf and Tenant shall reimburse Landlord upon demand for the cost thereof as Additional Rent. Landlord reserves the right from time to time to require Tenant to obtain higher minimum amounts or different types of insurance if it becomes customary for other landlords of similar buildings in the area to require similar sized tenants in similar industries to carry insurance of such higher minimum amounts or of such different types.

(c) - Notwithstanding anything to the contrary contained herein, Dick's Sporting Goods, Inc. ("DSG") may self insure with respect to the policies of insurance provided for in this Section 8.04 provided that (i) DSG has in effect a program of "self insurance" insuring DSG as a named insured against such risk, which program complies with any and all applicable laws regarding self insurance in the State of Georgia, (ii) Landlord shall be reasonably satisfied as to the financial strength of DSG as determined by the "tangible net worth" of DSG, (iii) DSG agrees upon Landlord's reasonable request to provide Landlord with financial information reasonably sufficient to allow Landlord to evaluate DSG's tangible net worth and ability to meet the insurance criteria set forth in this Section 8.04 of the Lease, (iv) DSG agrees to indemnify and hold harmless Landlord from and against any loss, cost, damage, expense (including reasonable attorneys' fees and court costs), claim, cause of action or liability that Landlord may incur that would have been covered by the insurance policies replaced by the self insurance, (v) such self insurance shall not affect the non-liability of Landlord described in this Lease, and (vi) Landlord, Landlord's managing agent and any mortgagee appears as additional covered parties on the Certificate of Coverage for liability under the self insurance program for an amount consistent with the requirements set forth in this Section 8.04. For purposes hereof, "tangible net worth" is defined as the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities. DSG shall deliver to Landlord notice in writing of the required coverages which it is self insuring setting forth the amount, limits and scope of the self insurance with respect to each type of coverage self insured. This provision is personal to DSG and shall automatically terminate if all or any portion of this Lease is assigned by DSG.

Section 8.05. Landlord's Insurance. During the Lease Term, Landlord shall maintain the following types of insurance, in the amounts specified below (the cost of which shall be included in Operating Expenses):

(a) Liability Insurance. Commercial General Liability Insurance (which insurance shall not exclude blanket, contractual liability, broad form property damage, personal injury, or fire damage

coverage) covering the Leased Premises against claims for bodily injury or death and property damage, which insurance shall provide coverage on an occurrence basis with a per occurrence limit of not less than \$11,000,000 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies.

(b) Property Insurance. Special Form Insurance (which insurance shall not exclude flood or earthquake) in the amount of the full replacement cost of the Building, the parking areas and any other improvements, including, without limitation, any improvements, if any, made pursuant to Section 2.02 above, but excluding Tenant's Property and any other items required to be insured by Tenant pursuant to Section 8.04 above.

Section 8.06. Construction Insurance. During the performance of any construction by Landlord or Tenant, the party performing the construction shall maintain a builder's "all-risk" policy with respect to such construction in such amounts and on such terms as are customary for like construction, and shall also maintain (and require their contractors and subcontractors to maintain) worker's compensation insurance, as required by applicable law, in addition to any other insurance policies required hereunder.

Section 8.07. Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant hereby waive any rights each may have against the other on account of any loss of or damage to their respective property or the Leased Premises arising from any risk which is required to be insured against by Sections 8.04(a)(ii) and 8.05(b) above. The special form coverage insurance policies maintained by Landlord and Tenant as provided in this Lease shall include an endorsement containing an express waiver of any rights of subrogation by the insurance company against Landlord and Tenant, as applicable.

#### ARTICLE 9 - CASUALTY

In the event of total or partial destruction of the Leased Premises by fire or other casualty, Landlord agrees promptly to restore and repair same; provided, however, Landlord's obligation hereunder with respect to the Leased Premises shall be limited to the reconstruction of such of the leasehold improvements as were originally required to be made by Landlord pursuant to Section 2.02 above and any alterations approved by Landlord pursuant to Section 7.03 above, Exhibit B or Exhibit E, if any. Minimum Annual Rent and Annual Rental Adjustment (collectively, "Rent") shall proportionately abate during the time that the Leased Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Leased Premises are (a) so destroyed that they cannot reasonably be repaired or rebuilt by Landlord within one hundred eighty (180) days from the casualty date; or (b) destroyed by a casualty that is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any mortgagee entitled thereto or are insufficient to rebuild the Leased Premises; then Landlord shall give written notice to Tenant of such determination (the "Casualty Notice") within sixty (60) days of such casualty. Either Landlord or Tenant may terminate this Lease effective as of the date of such casualty by giving written notice to the other party within thirty (30) days after Landlord's delivery of the Casualty Notice. If Landlord does not deliver the Casualty Notice, but Landlord fails to either (a) substantially complete the restoration and repair of the Leased Premises within two hundred ten (210) days after the date of the occurrence of such casualty (subject to extension for Force Majeure and any delay caused by Tenant's acts or omissions) or (b) commence the restoration and repair of the Leased Premises within one hundred eighty (180) days after the date of the occurrence of such casualty, then Tenant shall have the right to terminate this Lease upon written notice to Landlord, so long as Tenant's written notice is delivered to Landlord prior to Landlord's delivery of the Leased Premises substantially completed to Tenant. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph.

#### ARTICLE 10 - EMINENT DOMAIN

If all or any substantial part of the Leased Premises, including without limitation, parking and ingress or egress areas, shall be acquired by the exercise of eminent domain, condemnation or conveyance in lieu thereof (each, a "Taking"), Landlord may terminate this Lease by giving written notice to Tenant on or before the date possession thereof is so taken. If all or any part of the Leased Premises shall be acquired by a Taking so that the Leased Premises shall become substantially less practical for the conduct of Tenant's business in compliance with this Lease, as reasonably determined by Tenant, Tenant may terminate this Lease by giving written notice to Landlord as of the date possession thereof is so taken. If this Lease is so terminated, Landlord shall promptly refund to Tenant all unearned Minimum Annual Rent and other amounts paid in advance by Tenant. In the event of a partial Taking of the Leased Premises, if this Lease is not terminated, Minimum Annual Rent shall be proportionately abated based upon the reduction of the Leased Premises. All damages awarded shall belong to Landlord; provided, however, that Tenant shall be entitled to any award expressly made to Tenant by any governmental authority for the cost of or the removal of Tenant's stock, equipment and fixtures and other

moving expenses and other items recoverable by law (excluding the value of the usufruct or any leasehold interest) so long as such award is not subtracted from Landlord's award.

#### ARTICLE 11- ASSIGNMENT AND SUBLEASE

##### Section 11.01. Assignment and Sublease.

(a) Tenant shall not assign this Lease or sublet the Leased Premises in whole or in part without Landlord's prior written consent. In the event of any permitted assignment or subletting, Tenant shall remain primarily liable hereunder unless otherwise agreed to in writing by Landlord. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of the Leased Premises. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's

consent to any subsequent assignment or sublease.

(b) By way of example and not limitation, Landlord shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Landlord's reasonable opinion (i) the Leased Premises are or may be in any way materially and adversely affected; (ii) the business reputation of the proposed assignee or subtenant is unacceptable (which, for purposes hereof, shall mean that (A) the proposed assignee or subtenant has a reputation for failing to keep premises that it uses in good condition and repair, or for failing to follow applicable rules or laws, or (B) Landlord was involved in or had threatened litigation or had engaged outside counsel to pursue a claim against the proposed assignee or subtenant, or (C) the proposed assignee or subtenant engages in a business enterprise that is politically controversial); or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations hereunder. If Landlord refuses to give its consent to any proposed assignment or subletting of the entirety of Tenant's interest, Landlord may, at its option, within thirty (30) days after receiving a request to consent, terminate this Lease by giving Tenant thirty (30) days' prior written notice of such termination, whereupon each party shall be released from all further obligations and liability hereunder, except those which expressly survive the termination of this Lease.

(c) If Tenant shall make any assignment or sublease, with Landlord's consent, for a rental in excess of the rent payable under this Lease, Tenant shall pay to Landlord fifty percent (50%) of any such excess rental upon receipt. Tenant agrees to pay Landlord \$500.00 upon demand by Landlord for reasonable accounting and attorneys' fees incurred in conjunction with the processing and documentation of any requested assignment, subletting or any other hypothecation of this Lease or Tenant's interest in and to the Leased Premises as consideration for Landlord's consent.

Section 11.02. Permitted Transfer. Notwithstanding anything to the contrary contained in Section 11.01 above, Tenant shall have the right, without Landlord's consent, but upon ten (10) days' prior notice to Landlord (or as soon as such disclosure is allowed by law, if less), to (a) sublet all or part of the Leased Premises to any related corporation or other entity which controls Tenant, is controlled by Tenant or is under common control with Tenant; (b) assign all or any part of this Lease to any related corporation or other entity which controls Tenant, is controlled by Tenant, or is under common control with Tenant, or to a successor entity into which or with which Tenant is merged or consolidated or which acquires substantially all of Tenant's stock, assets or property; or (c) effectuate any public offering of Tenant's stock on the New York Stock Exchange or in the NASDAQ over the counter market, provided that in the event of a transfer pursuant to clause (b), the tangible net worth after any such transaction is at least Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00) and provided further that such successor entity assumes all of the obligations and liabilities of Tenant (any such entity in (a), (b) and (c) above is hereinafter referred to as a "Permitted Transferee"). For the purpose of this Article 11 (i) "control" shall mean ownership of not less than fifty percent (50%) of all voting stock or legal and equitable interest in such corporation or entity, and (ii) "tangible net worth" shall mean the excess of the value of tangible assets (i.e. assets excluding those which are intangible such as goodwill, patents and trademarks) over liabilities. Any such transfer shall not relieve Tenant of its obligations under this Lease. Nothing in this paragraph is intended to nor shall permit Tenant to transfer its interest under this Lease as part of a fraud or subterfuge to intentionally avoid its obligations under this Lease (for example, transferring its interest to a shell corporation that subsequently files a bankruptcy), and any such transfer shall constitute a Default hereunder. Any change in control of Tenant resulting from a merger, consolidation, or a transfer of partnership or membership interests, a stock transfer, or any sale of substantially all of the assets of Tenant shall be deemed an assignment for purposes of this Article 11, and any consent of Landlord shall be granted or withheld in accordance with the consent provisions of Sections 11.01 and 11.02, as applicable, Landlord expressly acknowledging and agreeing that any change in control described in this sentence will not require Landlord's consent provided that such change in control otherwise meets the conditions set forth in this Section 11.02.

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## ARTICLE 12 - TRANSFERS BY LANDLORD

Section 12.01. Sale of the Building. Landlord shall have the right to sell the Leased Premises at any time during the Lease Term, subject only to the rights of Tenant hereunder; and such sale shall operate to release Landlord from liability accruing hereunder after the date of such conveyance provided that the purchaser or transferee shall assume all of Landlord's obligations hereunder accruing after the date of such conveyance.

Section 12.02. Estoppel Certificate. Within ten (10) business days following receipt of a written request from Landlord, Tenant shall execute and deliver to Landlord, without cost to Landlord, an estoppel certificate in such form as Landlord may reasonably request, and which is reasonably acceptable to Tenant, certifying *inter alia* (a) that this Lease is in full force and effect and unmodified or stating the nature of any modification, (b) the date to which rent has been paid, (c) that there are not, to Tenant's knowledge, any uncured defaults or specifying such defaults if any are claimed, and (d) any other matters or state of facts reasonably required respecting the Lease. Such estoppel may be relied upon by Landlord and by any purchaser or mortgagee of the Leased Premises. Within twenty (20) days following receipt of a written request from Tenant, Landlord shall execute and deliver to Tenant, without cost, an estoppel certificate in such form as Tenant may reasonably request certifying (i) that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), (ii) the date to which rent has been paid, (iii) that there are not, to Landlord's knowledge, any uncured Defaults under this Lease (or specifying such Defaults if any are claimed), and (iv) any other matters or state of facts reasonably required respecting the Lease or Tenant's occupancy of the Leased Premises. Such estoppel may be relied upon by Tenant and its designees.

Section 12.03. Subordination. Landlord shall have the right to subordinate this Lease to any mortgage, deed to secure debt, deed of trust or other instrument in the nature thereof, and any amendments or modifications thereto (collectively, a "Mortgage") presently existing or hereafter encumbering the Leased Premises by so declaring in such Mortgage provided that the holder of said Mortgage agrees not to disturb Tenant's possession of the Leased Premises so long as Tenant is not in default hereunder, as evidenced by a subordination, non-disturbance agreement signed by said holder. Promptly following Landlord's request, Tenant shall execute such a subordination and non-disturbance agreement. Notwithstanding the foregoing, if the holder of the Mortgage shall take title to the Leased Premises through foreclosure or deed in lieu of foreclosure, Tenant shall be allowed to continue in possession of the Leased Premises and shall continue to have exclusive rights to the Land as provided for in this Lease so long as Tenant is not in Default.

## ARTICLE 13 - DEFAULT AND REMEDY

Section 13.01. Default. The occurrence of any of the following shall be a "Default":

- (a) Tenant fails to pay any Monthly Rental Installments or Additional Rent (i) within five (5) days following written notice from Landlord on the first two (2) occasions in any twelve (12) month period, and (ii) within five (5) days after the same is due on any subsequent occasion within said twelve (12) month period.
- (b) Tenant fails to perform or observe any other term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required to cure, then such default shall be deemed to have been cured if Tenant commences such performance within said thirty (30) day period and thereafter diligently completes the required action within a reasonable time.
- (c) Intentionally omitted.
- (d) Tenant shall assign or sublet all or a portion of the Leased Premises in contravention of the provisions of Article 11 of this Lease.
- (e) All or substantially all of Tenant's assets in the Leased Premises or Tenant's interest in this Lease are attached or levied under execution (and Tenant does not discharge the same within sixty (60) days thereafter); a petition in bankruptcy, insolvency or for reorganization or arrangement is filed by or against Tenant (and Tenant fails to secure a stay or discharge thereof within sixty (60) days thereafter); Tenant is insolvent and unable to pay its debts as they become due; Tenant makes a general assignment for the benefit of creditors; Tenant takes the benefit of any insolvency action or law; the appointment of a receiver or trustee in bankruptcy for Tenant or its assets if such receivership has not been vacated or set aside within thirty (30) days thereafter; or, dissolution or other termination of Tenant's corporate charter if Tenant is a corporation.

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Section 13.02. Remedies. Upon the occurrence of any Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or in equity, any one or more of which may be exercised without further notice to Tenant as may be permitted by law:

- (a) Terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination and all rights of Tenant under this Lease and in and to the Leased Premises shall terminate. Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant shall surrender the Leased Premises to Landlord on the date specified in such notice. Furthermore, Tenant shall be liable to Landlord for the unamortized balance of any Tenant improvement allowance and brokerage fees paid in connection with the Lease.
- (b) Without terminating this Lease, and with or without notice to Tenant, re-enter the Leased Premises and cure any default of Tenant, and Tenant shall reimburse Landlord as Additional Rent for any costs and expenses which Landlord thereby incurs; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, except to the extent caused by Landlord's negligence or willful misconduct not otherwise waived by Tenant pursuant to Section 8.07 above or any other provision of this Lease.
- (c) Terminate this Lease as provided in subparagraph (a) above and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, an amount which, at the date of such termination is equal to the sum of the following: (i) the costs of recovering possession of the Leased Premises and all other expenses incurred by Landlord due to Tenant's Default, including, without limitation, reasonable attorney's fees actually incurred, without regard to statutory interpretation, and the cost to prepare the Leased Premises for re-letting (all costs and expenses set forth in this clause (i) being referred to herein, collectively, as the "Default Damages"); and (ii) the unpaid Minimum Annual Rent and Additional Rent that accrued prior to the date of termination, plus any interest and late fees due hereunder and any other sums of money and damages owing on the date of termination by Tenant to Landlord under this Lease or in connection with the Leased Premises. The amount as calculated above shall be deemed immediately due and payable. Tenant expressly acknowledges and agrees that the liabilities and remedies specified in this subparagraph (c) shall survive the termination of this Lease.
- (d) Intentionally omitted.
- (e) Without terminating this Lease, terminate Tenant's right to possession of the Leased Premises as of the date of Tenant's Default, and thereafter (i) neither Tenant nor any person claiming under or through Tenant shall be entitled to possession of the Leased Premises, and Tenant shall immediately surrender the Leased Premises to Landlord; and (ii) Landlord may re-enter the Leased Premises and dispossess Tenant and any other occupants of the Leased Premises by any lawful means and may remove their effects, without prejudice to any other remedy which Landlord may have. Thereafter, Landlord may, but shall not be obligated to, re-let all or any part of the Leased Premises as the agent of Tenant for a term different from that which would otherwise have constituted the balance of the Lease Term and for rent and on terms and conditions different from those contained herein (but in any event not materially below the market rental rate for similarly situated sublease space), whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided for herein and that provided for in any lease covering a subsequent re-letting of the Leased Premises, for the remaining Lease Term, together with all Default Damages. Neither the filing of a dispossessory proceeding nor an eviction of personalty in the Leased Premises shall be deemed to terminate the Lease.
- (f) Allow the Leased Premises to remain unoccupied and collect rent from Tenant as it comes due; provided, however, that (i) to the extent required by applicable law, Landlord will use reasonable efforts to mitigate its damages, and (ii) Landlord shall add the Leased Premises to its inventory of vacant space in its marketing materials.
- (g) Sue for injunctive relief or to recover damages for any loss resulting from the Default.

(h) In no event will the measure of damages against Tenant include, nor will Tenant be liable for, any amounts for loss of profits, income or savings, or indirect, consequential, speculative or punitive damages of Landlord, with the exception of any loss of rental with respect to any buildings in the Park owned by Landlord (including, without limitation, the Building) due to Tenant's Default hereunder. Additionally, in no event shall Tenant be responsible for any accelerated rent, except as otherwise expressly set forth in subsection (e) above.

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Section 13.03. Landlord's Default and Tenant's Remedies.

(a) Landlord shall be in default if (i) Landlord fails to pay any amounts due from Landlord with respect to the Leased Premises within fifteen (15) days after receipt of written notice of such failure by Tenant, and (ii) as a result of Landlord's failure to pay, (A) Tenant's ability to conduct its business at the Leased Premises in accordance with this Lease is at imminent risk of being materially and adversely affected, or (B) any party claims an interest in or places a lien on any of Tenant's property. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder, except as expressly provided in Section 13.03(c); provided, however, that Tenant shall have the right to cure such default by making the payment required of Landlord, in which case Landlord shall reimburse Tenant for same on demand, provided that Tenant delivers to Landlord adequate bills or other supporting evidence substantiating said payment.

(b) Landlord shall be in default if it fails to perform any term, condition, covenant or obligation required under this Lease for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is such that it cannot reasonably be performed within thirty (30) days, such default shall be deemed to have been cured if Landlord commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same. Upon the occurrence of any such default, Tenant may sue for injunctive relief or to recover damages for any loss directly resulting from the breach, but Tenant shall not be entitled to terminate this Lease or withhold, offset or abate any sums due hereunder, except to the extent otherwise expressly set forth in Section 13.03(c) below. As to Landlord's maintenance and repair obligations hereunder within the Leased Premises, if Landlord has not commenced to cure a maintenance or repair default set forth in said notice from Tenant within thirty (30) days and has not cured such maintenance or repair default within the time period set forth above (not to exceed ninety (90) days), Tenant may undertake all reasonable action to cure Landlord's failure of performance. If Tenant elects to cure said default, Tenant shall, prior to commencement of said work, provide to Landlord a specific description of the work to be performed by Tenant and the name of Tenant's contractor. Any materials used shall be of equal or better quality than currently exists in the Building and Tenant's contractor shall be adequately insured and of good reputation. Landlord agrees to reimburse Tenant on demand for all reasonable, third party out-of-pocket expenses incurred by Tenant in connection therewith, provided that Tenant delivers to Landlord adequate bills or other supporting evidence substantiating said cost. Except as otherwise set forth herein, pursuit of any remedies set forth in this Section 13.03 shall not preclude pursuit of any other remedy provided under applicable law or equity, nor shall pursuit of any remedy constitute forfeiture or waiver of any payment due to Tenant.

(c) If Tenant demands reimbursement from Landlord pursuant to subsections (a) or (b) above and Landlord does not reimburse Tenant or give Tenant notice of objection to such reimbursement within sixty (60) days following Tenant's demand, and if Landlord's objection to such reimbursement is resolved against Landlord by agreement of the parties or by a court of competent jurisdiction to which the dispute has been submitted by the parties, Tenant shall have the right to set off said reimbursement from the Minimum Annual Rent payable by Tenant to Landlord hereunder.

Section 13.04. Limitation of Landlord's Liability. If Landlord shall fail to perform any term, condition, covenant or obligation required to be performed by it under this Lease and if Tenant shall, as a consequence thereof, recover a money judgment against Landlord, Tenant agrees that it shall look solely to Landlord's right, title and interest in and to the Building and Land including any net proceeds of the sale or refinancing (after paying off any encumbrances) received within the twelve month period prior to the date Tenant's claim was filed, and any insurance proceeds or condemnation awards not applied to the reconstruction or restoration of the Building or the Leased Premises for the collection of such judgment; and Tenant further agrees that no other assets of Landlord shall be subject to levy, execution or other process for the satisfaction of Tenant's judgment.

Section 13.05. Nonwaiver of Defaults. Neither party's failure or delay in exercising any of its rights or remedies or other provisions of this Lease shall constitute a waiver thereof or affect its right thereafter to exercise or enforce such right or remedy or other provision. No waiver of any default shall be deemed to be a waiver of any other default. Landlord's receipt of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction. No act or omission by Landlord or its employees or agents during the Lease Term shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord and Tenant.

Section 13.06. Attorneys' Fees. If either party defaults in the performance or observance of any of the term,, conditions, covenants or obligations contained in this Lease and the non-defaulting party

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obtains a judgment against the defaulting party, then the defaulting party agrees to reimburse the non-defaulting party for reasonable attorneys' fees actually incurred in connection therewith, without regard to statutory interpretation. In addition, if a monetary default shall occur beyond all applicable notice and grace periods and the non-defaulting party engages outside counsel to exercise its remedies hereunder, and then the defaulting party cures such monetary default, the defaulting party shall pay to the non-defaulting party, on demand, all expenses incurred by such non-defaulting party as a result thereof, including reasonable attorneys' fees, court costs and expenses actually incurred, without regard to statutory interpretation.

## **ARTICLE 14 - LANDLORD'S RIGHT TO RELOCATE TENANT**

INTENTIONALLY OMITTED.

## **ARTICLE 15 - TENANT'S RESPONSIBILITY REGARDING ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES**

### Section 15.01. Environmental Definitions.

(a) "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Leased Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the environmental and ecological condition of the Leased Premises.

(b) "Hazardous Substances" shall mean those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" "solid waste" or "infectious waste" under Environmental Laws and petroleum products.

### Section 15.02. Landlord's Compliance with Environmental Laws.

(a) Phase I Environmental Report. Landlord heretofore delivered to Tenant a Phase I environmental report dated no earlier than ninety (90) days prior to the Effective Date, regarding the Leased Premises.

(b) Landlord represents that to Landlord's actual knowledge, neither Landlord nor any predecessor owner of the Building or the Land has treated, stored or disposed of any Hazardous Substances upon or within the Building or the Land.

(c) Indemnification by Landlord. Landlord hereby agrees to indemnify Tenant and hold Tenant harmless from and against any and all reasonable and actual expense, loss and liability suffered by Tenant (with the exception of any and all punitive or consequential damages) by reason of Hazardous Substances disposed upon or within the Leased Premises during the Lease Term by Landlord, its agents or contractors in violation of Environmental Laws. Notwithstanding the foregoing, Landlord shall have the right to undertake and perform any studying, remedying, removing, disposing or otherwise addressing the existence of any Hazardous Substances that are the responsibility of Landlord hereunder and of all communications with regulatory or governmental agencies with respect thereto, and Tenant shall not perform such acts and communications nor be entitled to any indemnification hereunder unless (i) Tenant is specifically required by Environmental Laws to perform such acts, and (ii) Landlord has failed or refused to perform such acts and communications after having been afforded reasonable written notice by Tenant and having had reasonable opportunity to perform such acts and communications.

Section 15.03. Restrictions on Tenant. Tenant shall not cause or permit the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under or about the Leased Premises, or the transportation to or from the Leased Premises of any Hazardous Substances, except as necessary and appropriate for its Permitted Use in which case the use, storage or disposal of such Hazardous Substances shall be performed in compliance with all applicable laws.

### Section 15.04. Notices, Affidavits, Etc.

(a) Tenant shall immediately (i) notify Landlord of (A) any violation by Tenant, its employees, agents, representatives, customers, invitees or contractors of any Environmental Laws on, under or about the Leased Premises, or (B) the presence or suspected presence of any Hazardous Substances on, under or about the Leased Premises, and (ii) deliver to Landlord any notice received by Tenant relating to (i)(A) and (i)(B) above from any source. Tenant shall execute affidavits, representations and the like within five (5) days of Landlord's request therefor concerning Tenant's best

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knowledge and belief regarding the presence of any Hazardous Substances on, under or about the Leased Premises.

(b) Landlord shall immediately notify Tenant (i) of the receipt of notice from any governmental entity of the presence of any Hazardous Substances on any property within the Park in violation of Environmental Laws, or (ii) prior to commencing any remediation of Hazardous Substances within the Park.

Section 15.05. Tenant's Indemnification. Tenant shall indemnify Landlord and Landlord's managing agent from any and all claims, losses, liabilities, costs, expenses and damages, including attorneys' fees, costs of testing and remediation costs, incurred by Landlord in connection with any breach by Tenant of its obligations under this Article 15.

Section 15.06. Existing Conditions. Notwithstanding anything contained in this Article 15 to the contrary, Tenant shall not have any liability to Landlord under this Article 15 resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on, under or in connection with the Leased Premises prior to the Additional Rent Commencement Date of this Lease (or any earlier occupancy of the Leased Premises by Tenant) except to the extent Tenant knowingly exacerbates the same.

Section 15.07. Survival. The covenants and obligations of Landlord and Tenant under this Article 15 shall survive the expiration or earlier termination of this Lease.

## ARTICLE 16 - MISCELLANEOUS

Section 16.01. Benefit of Landlord and Tenant. This Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns.

Section 16.02. Governing Law. This Lease shall be governed in accordance with the laws of the State where the Building is located.

Section 16.03. Force Majeure. Landlord and Tenant (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment, labor or energy; unusual weather conditions not customary in the area where the Leased Premises is located, flood or earthquake; delay in obtaining permits due to delays by governmental authorities; or other acts or omissions of governmental or political bodies ("Force Majeure"). Notwithstanding the foregoing, neither (a) the unavailability of materials due to a failure to order such materials in accordance with an approved schedule nor (b) any increase in cost of materials for any reason shall constitute Force Majeure hereunder.

Section 16.04. Examination of Lease. Submission of this instrument by Landlord to Tenant for examination or signature does not constitute an offer by Landlord to lease the Leased Premises. This Lease shall become effective, if at all, only upon the execution by and delivery to both Landlord and Tenant.

Section 16.05. indemnification for Leasing Commissions. The parties hereby represent and warrant that the only real estate broker involved in the negotiation and execution of this Lease is the Broker and that no other party is entitled, as a result of the actions of the respective party, to a commission or other fee resulting from the execution of this Lease. Each party shall indemnify the other from any and all liability for the breach of this representation and warranty on its part and shall pay any compensation to any other broker or person who may be entitled thereto. Landlord shall pay any commission due Broker based on this Lease pursuant to a separate agreement between Landlord and Broker.

Section 16.06. Notices. Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or by overnight courier or mailed by certified mail, return receipt requested, postage prepaid, to the party who is to receive such notice at the address specified in Section 1.01(1). If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

Section 16.07. Partial Invalidity: Complete Agreement. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

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This Lease represents the entire agreement between Landlord and Tenant covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition shall be made to this Lease except by a written agreement executed by Landlord and Tenant.

Section 16.08. Financial Statements. In the event that Tenant is no longer a publicly traded company, Tenant shall provide to Landlord on an annual basis, within ninety (90) days following the end of Tenant's fiscal year, a copy of Tenant's most recent financial statements prepared as of the end of Tenant's fiscal year. Such financial statements shall be signed by Tenant or an officer of Tenant, if applicable, who shall attest to the truth and accuracy of the information set forth in such statements, or if the Minimum Annual Rent hereunder exceeds \$100,000.00, said statements shall be certified and audited. All financial statements provided by Tenant to Landlord hereunder shall be prepared in conformity with generally accepted accounting principles, consistently applied. Landlord agrees that it shall maintain the confidentiality of such financial statements during the Lease Term; provided, however, Landlord may disclose the contents of the financial statements to (a) officers and employees of Landlord and those agents, attorneys and consultants of Landlord reasonably requiring access, all of which Landlord shall cause to be similarly bound, (b) actual or prospective lenders, purchasers, investors or shareholders of Landlord, all of which Landlord shall cause to be similarly bound, (c) any entity or agency required by law, or (d) any entity or agency which is reasonably necessary to protect Landlord's interest in any action, suit or proceeding brought by or against Landlord and relating to the subject matter of this Lease.

Section 16.09. Representations and Warranties.

(a) Tenant hereby represents and warrants that (i) Tenant is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Tenant is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Tenant has been properly authorized to do so, and such execution and delivery shall bind Tenant to its terms.

(b) Landlord hereby represents and warrants that (i) Landlord is duly organized, validly existing and in good standing (if applicable) in accordance with the laws of the State under which it was organized; (ii) Landlord is authorized to do business in the State where the Building is located; and (iii) the individual(s) executing and delivering this Lease on behalf of Landlord has been properly authorized to do so, and such execution and delivery shall bind Landlord to its terms.

Section 16.10. Signage. Tenant shall have the right to require that Landlord, at Landlord's sole cost and expense, install a placard displaying Tenant's name and/or logo on each of the monument signs located at the entrances to the Leased Premises from North Commerce Drive, provided that such placards comply with all laws, rules, regulations, ordinances and protective covenants encumbering the Building. The size, location, materials, coloring, lettering, lighting and method required for installation of the Placard shall be subject to Landlord's prior approval. Landlord shall, at its sole cost and expense, keep and maintain the monument signs in good condition and repair. Provided that Tenant has not assigned this Lease (other than to a Permitted Transferee)

nor sublet more than fifty percent (50%) of the Leased Premises, Tenant shall have the right at any time to install one or more Building mounted identification signs on the parapet wall at the top of the Building, provided such signage is substantially similar to the sign depicted on **Exhibit K** attached hereto, and further provided that such signs comply with all applicable laws, rules, regulations, ordinances and protective covenants. During the Lease Term, Tenant shall keep such Building mounted identification signs in good condition and repair and upon the expiration or earlier termination of this Lease, shall remove such Building mounted identification signs in accordance with **Section 2.03** above. Tenant shall place no other exterior signs on the Building without the prior written consent of Landlord. Any signs not in conformity with the Lease may be immediately removed by Landlord.

**Section 16.11. Parking.** Tenant shall be entitled to the use of all of the parking spaces designated for the Leased Premises by Landlord as shown on **Exhibit A**. Tenant acknowledges and agrees that Landlord shall have no obligation to police or monitor such parking spaces. No vehicle may be repaired or serviced in the parking area except for typical or routine trailer and/or truck maintenance performed in accordance with all applicable laws by qualified professionals as would typically be performed at a distribution facility. Except as provided below, any vehicle brought into the parking area by Tenant, or any of Tenant's employees, contractors or invitees, and deemed abandoned by Landlord will be towed and all costs thereof shall be borne by the Tenant. There shall be no parking permitted on any of the streets or roadways located within the Park. In addition, Tenant agrees that its employees will not park in the spaces designated visitor parking, if any. Landlord acknowledges that Tenant will be permitted to use the designated trailer parking areas and that portion of the parking area labeled "Flexible Parking" on

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**Exhibit A** hereto for the parking of trucks and trailers, and that such trucks and trailers may remain in the parking areas for any period of time permitted by Tenant.

**Section 16.12. Consent.** Unless otherwise specified herein, where the consent of a party is required, such consent will not be unreasonably withheld, conditioned or delayed.

**Section 16.13. Time.** Time is of the essence of each term and provision of this Lease.

**Section 16.14. Patriot Act.** Each of Landlord and Tenant, each as to itself, hereby represents its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 ("Executive Order"). Each of Landlord and Tenant further represents as of the Effective Date (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the website address [www.ustreas.gov/offices/enforcement/ofac](http://www.ustreas.gov/offices/enforcement/ofac).

**Section 16.15. Usufruct.** Tenant's interest in the Leased Premises is a usufruct, not subject to levy and sale, and not assignable by Tenant except as expressly set forth herein.

**Section 16.16. Quiet Enjoyment.** So long as Tenant has not committed a Default hereunder that remains uncured, Landlord agrees that Tenant shall have the right to quietly use, possess and enjoy the Leased Premises for the Lease Term, without hindrance by anyone claiming by, through or under Landlord.

**Section 16.17. Subordination of Landlord's Lien.** All of Tenant's Property which may be installed or placed in or upon the Leased Premises by Tenant or anyone authorized by Tenant shall remain the property of Tenant. Tenant may assign, hypothecate, encumber, mortgage or create a security interest in or upon Tenant's Property without the consent of Landlord and may remove Tenant's Property at any time during the term of this Lease. Landlord does hereby agree to subordinate any statutory lien on Tenant's Property granted to Landlord to the lien of any lender providing financing to Tenant that is secured by all or any portion of the Tenant's Property located at the Leased Premises. Landlord shall provide to Tenant, within ten (10) days after Tenant's request therefor, a written lien subordination agreement in commercially reasonable form evidencing Landlord's subordination of any rights it has or may have in Tenant's Property. The provisions of this Section 16.17 shall survive the expiration or earlier termination of this Lease.

**Section 16.18. Exhibits.** All Exhibits attached to this Lease are incorporated and made a part of this Lease. All provisions contained in any Exhibit attached hereto are hereby incorporated as if fully set forth at length in this Lease.

(SIGNATURES CONTAINED ON FOLLOWING PAGE)

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Signed, sealed and delivered  
as to Landlord, in the  
presence of:

LANDLORD:

DUKE REALTY LIMITED PARTNERSHIP, an  
Indiana limited partnership

By: Duke Realty Corporation,

Unofficial Witness

its General Partner

[ILLEGIBLE]

Notary Public

By: /s/ J. Christopher Brown

Name: J. Christopher Brown

Title: SR. V. P.



Signed, sealed and delivered as to Tenant, in the presence of:

TENANT:

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

[ILLEGIBLE]

Unofficial Witness

By: /s/ Lee J. Belitsky

Name: Lee J. Belitsky

Title: Sr. Vice President

Patricia A. Ihrig

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia A. Ihrig, Notary Public
Findlay Twp., Allegheny County
My Commission Expires Feb. 17, 2009
Member, Pennsylvania Association of Notaries

EXHIBIT E

SPECIAL STIPULATIONS

The Special Stipulations set forth herein are hereby incorporated into the body of the lease to which these Special Stipulations are attached (the "Lease"), and to the extent of any conflict between these Special Stipulations and the Lease, these Special Stipulations shall govern and control.

I. Options to Extend.

(a) Grant and Exercise of Option. Provided that (i) no default has occurred and is then continuing, (ii) the tangible net worth of Tenant is then equal to or greater than One Hundred Million and No/100 Dollars (\$100,000,000.00), and (iii) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, Tenant shall have the option to extend the Lease Term for three (3) additional periods of five (5) years each (each an "Extension Term"). Each Extension Term shall be upon the same terms and conditions contained in the Lease except (x) this provision giving three (3) extension options shall be amended to reflect the remaining options to extend, if any, (y) any improvement allowances or other concessions applicable to the Leased Premises under the Lease shall not apply to the Extension Term, and (z) the Minimum Annual Rent shall be adjusted as set forth below (the "Rent Adjustment"). Tenant shall exercise each option by delivering to Landlord, no later than twelve (12) months prior to the expiration of the initial Lease Term or preceding Extension Term, as the case may be, written notice of Tenant's desire to extend the Lease Term. Tenant's failure to timely exercise such option shall be deemed a waiver of such option and any succeeding option. With respect to the second and third Extension Terms, Landlord shall notify Tenant of the amount of the Rent Adjustment no later than nine (9) months prior to the commencement of the Extension Term. Tenant shall be deemed to have rejected the Rent Adjustment and retracted its option to extend if it fails to deliver to Landlord a written acceptance or rejection thereto within fifteen (15) business days after receipt thereof. If Tenant properly exercises its option to extend, Landlord and Tenant shall execute an amendment to the Lease reflecting the terms and conditions of the Extension Term within thirty (30) days after the determination of the Rent Adjustment and for all purposes under the Lease, the defined term "Lease Term" shall include such Extension Term.

(b) Rent Adjustment. The Minimum Annual Rent per square foot of the Leased Premises for the first (1st) Extension Term shall be an amount equal to one hundred percent (100%) of the Minimum Annual Rent per square foot of the Leased Premises for the period immediately preceding the applicable Extension Term. The Minimum Annual Rent per square foot of the Leased Premises for the second (2nd) Extension Term and the third (3rd) Extension Term shall be an amount equal to ninety-five percent (95%) of the base rent per square foot charged to prospective renewing tenants for comparable buildings (e.g., age, physical condition, number of stories, total size, comparable location) in comparable transactions (e.g., creditworthiness of tenant, landlord and tenant

obligations) in the area in which the Leased Premises are located, taking into account all financial terms, including without limitation, free rent, escalations, work contributions and allowances and leasing and brokerage commissions. If Tenant delivers to Landlord a written objection to Landlord's calculation of the Rent Adjustment within fifteen (15) days after Tenant's receipt of Landlord's determination of the Rent Adjustment, and the parties cannot agree on a Rent Adjustment within ten (10) days after Tenant's written objection then Tenant may retract its exercise of its option to extend, or Tenant may choose arbitration to determine the Rent Adjustment. If Tenant chooses arbitration, Tenant shall give Landlord written notice of its desire to seek arbitration within ten (10) days after expiration of such ten (10) day period ("Arbitration Notice"). Within ten (10) days after Tenant provides Landlord with its Arbitration Notice, the parties shall each appoint a broker to determine the Rent Adjustment for the Leased Premises. Each appraiser so selected shall be a licensed real estate broker, each having at least ten (10) years prior experience in the leasing of comparable space in the metropolitan area in which the Leased Premises are located and with a working knowledge of current rental rates and practices. If the two brokers cannot agree upon the Rent Adjustment for the Leased Premises within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the two brokers shall select a third broker meeting the above criteria. Once the third broker has been selected as provided for above, then such third broker shall within ten (10) days after appointment make its determination of the Rent Adjustment. The average of the two closest determinations of the Rent Adjustment shall be used as the Minimum Annual Rent for the applicable Extension Term and shall be binding on both Landlord and Tenant. Landlord and Tenant shall each bear the cost of its broker and shall share the cost of the third. If Tenant fails to provide the Arbitration Notice as provided above, then Tenant's exercise of its option to extend shall be deemed retracted.

2. First Option to Expand Building. Provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty

Exhibit E  
Page 1 of 9

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Million and No/100 Dollars (\$250,000,000.00), (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, and (d) Tenant has not exercised its Second Expansion Option (as defined in Special Stipulation 3 below), then, at any time during the Lease Term or any extension thereof, Tenant shall have an exclusive option (the "First Expansion Option") to require that Landlord expand the Building so that the Leased Premises is expanded to include an additional approximately 228,000 square feet of space, said proposed expansion being depicted on Exhibit F to this Lease (the "First Expansion Space"). Tenant shall exercise the First Expansion Option, if at all, by notifying Landlord in writing (the "First Expansion Notice") that Tenant elects to have Landlord construct an expansion of the Building on the First Expansion Space in accordance with the provisions hereof. The terms and conditions for Tenant's lease of the First Expansion Space, including Minimum Annual Rent for the First Expansion Space, shall be as set forth in Special Stipulation 7 below.

3. Second Option to Expand Building. Provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), and (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, then, at any time prior to the second (2<sup>nd</sup>) anniversary of the Additional Rent Commencement Date, Tenant shall have an exclusive option (the "Second Expansion Option") to require that Landlord expand the Building so that the Leased Premises is expanded to include an additional approximately 256,500 square feet of space and trailer parking on property adjacent to the Land, said proposed expansion being depicted on Exhibit G to this Lease (the "Second Expansion Space"), constituting 27.29 acres of land; provided, however, that in the event Tenant previously exercised the First Expansion Option, then the Second Expansion Space shall include only the remaining 28,500 square feet of additional space plus the aforesaid trailer parking. Tenant shall exercise the Second Expansion Option, if at all, by notifying Landlord in writing (the "Second Expansion Notice") that Tenant elects to have Landlord construct an expansion of the Building on the Second Expansion Space in accordance with the provisions hereof. The terms and conditions of Tenant's lease of the Second Expansion Space, including Minimum Annual Rent for the Second Expansion Space, shall be as set forth in Special Stipulation 7 below. Landlord represents and warrants that, prior to the expiration of the Second Expansion Option, as may be extended pursuant to Special Stipulation 4 below, Landlord will have the right to expand the Building onto the Second Expansion Space by virtue of being the owner of the Second Expansion Space, having an option to purchase the Second Expansion Space, or through some other means of controlling the Second Expansion Space.

4. Option Rights. Provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, and (d) Tenant has not exercised its Second Expansion Option as set forth in Special Stipulation 3 above, then Tenant shall have the right to extend the term of its Second Expansion Option for one (1) additional year by delivering written notice to Landlord (the "First Option Notice"). The First Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to the second (2<sup>nd</sup>) anniversary of the Additional Rent Commencement Date and accompanied by a fee in the amount of \$400,000.00 (the "First Option Fee"). Provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, (d) Tenant has not exercised its Second Expansion Option as set forth in Special Stipulation 3 above, and (e) Tenant delivered the First Option Notice and First Option Fee as aforesaid, then Tenant shall again have the right to extend its Second Expansion Option for one (1) additional year by delivering written notice to Landlord (the "Second Option Notice"). The Second Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to the third (3<sup>rd</sup>) anniversary of the Additional Rent Commencement Date and accompanied by a fee in the amount of \$500,000.00 (the "Second Option Fee"). Provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, (d) Tenant has not exercised its Second Expansion Option as set forth in Special Stipulation 3 above, and (e) Tenant delivered the First Option Notice, First Option Fee, Second Option Notice and Second Option Fee as aforesaid, then Tenant shall again have the right to extend its Second Expansion Option for one (1) additional year by delivering written notice to Landlord (the "Third Option Notice"). The Third Option Notice shall be effective only if delivered to Landlord at least thirty (30) days prior to the fourth (4<sup>th</sup>) anniversary of the Additional Rent Commencement Date and accompanied by a fee in the amount of \$600,000.00 (the "Third Option Fee"; the First Option Fee, the Second Option Fee and the Third Option

Fee referred to hereinafter, collectively, as the "Option Fees"). Notwithstanding the foregoing, if Tenant exercises its Second Expansion Option at any time after the second (2<sup>nd</sup>) anniversary of the Additional Rent Commencement Date but prior to the expiration of such option (as the same may be extended pursuant to this Special Stipulation 4), then one-half (1/2) of any Option Fees paid prior to the date such Second Expansion Option is exercised shall be refunded to Tenant.

5. First Right of First Offer on Expansion Space. Landlord hereby agrees that it will not commence development of a Speculative Building (as hereinafter defined) on all or any portion of that certain parcel of land known as Site N and being depicted on Exhibit H attached hereto (the "First Offer Space") prior to the later to occur of (a) the expiration of the term of the Second Expansion Option, and any extensions thereto, pursuant to Special Stipulations 3 and 4 above, and (b) Landlord's receipt of a land disturbance permit for the construction of vertical improvements and the commencement of construction of a Speculative Building's foundation on that certain parcel of land known as Site G and being depicted on Exhibit H-1 attached hereto (said period being referred to herein as the "Freeze Period"). Following the Freeze Period, in the event that Landlord desires to commence development of a Speculative Building on all or any portion of the First Offer Space, and provided that (x) no default has occurred and is then continuing, (y) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), and (z) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, Landlord shall, prior to obtaining a land disturbance permit for the construction of vertical improvements on all or any portion of the First Offer Space, notify Tenant in writing of its intent to construct a Speculative Building on the First Offer Space ("First Landlord's Notice"). Tenant shall have fifteen (15) business days from its receipt of the First Landlord's Notice to deliver to Landlord a written notice ("First Tenant Acceptance Notice") agreeing to have Landlord construct an expansion of the Building plus parking on the Second Expansion Space as shown on Exhibit G in accordance with the provisions hereof. The terms and conditions of Tenant's lease of the Second Expansion Space (as defined in Special Stipulation 3), including Minimum Annual Rent for the Second Expansion Space, shall be as set forth in Special Stipulation 7 below. In the event Tenant fails to deliver the First Tenant Acceptance Notice to Landlord within said fifteen (15) business day period, such failure shall be conclusively deemed a rejection of Tenant's rights pursuant to this Special Stipulation 5, except as expressly provided herein, whereupon Tenant shall have no further rights with respect to the First Offer Space and Landlord shall be free to develop the First Offer Space in Landlord's sole discretion (including, without limitation, the lease of all or any portion thereof to a third party); provided that in the event Landlord does not commence construction on the First Offer Space within nine (9) months after Tenant's waiver of its right of first offer pursuant to this Special Stipulation 5, Tenant's right of first offer contained in this Special Stipulation 5 shall again be applicable. As used herein, the term "Speculative Building" shall mean a building that is less than fifty percent (50%) leased at the time a land disturbance permit for vertical improvements is obtained.

6. Second Right of First Offer on Expansion Space. During the Lease Term, provided that (a) no default has occurred and is then continuing, (b) the tangible net worth of Tenant is then equal to or greater than Two Hundred Fifty Million and No/100 Dollars (\$250,000,000.00), and (c) Tenant originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, Landlord shall, prior to leasing, selling or developing all or any portion of Sites S, T and U as depicted on Exhibit I hereto (the "Second Offer Space"), notify Tenant in writing of its intent to lease, sell or develop the Second Offer Space ("Second Landlord's Notice"). Tenant shall have fifteen (15) business days from its receipt of the Second Landlord's Notice to deliver to Landlord a written notice ("Second Tenant Acceptance Notice") exercising its right of first offer pursuant to this Special Stipulation 6. If Tenant delivers the Second Tenant Acceptance Notice, (x) Tenant shall be deemed to have exercised its First Expansion Option pursuant to Special Stipulation 2 above, and (y) the Expansion Improvements shall include the construction and installation of trailer parking on the Second Offer Space as shown on Exhibit I hereto. In the event Tenant fails to deliver the Second Tenant Acceptance Notice to Landlord within said fifteen (15) business day period, such failure shall be conclusively deemed a rejection of Tenant's rights pursuant to this Section 6, whereupon Tenant shall have no further rights with respect to the Second Offer Space and Landlord shall be free to develop the Second Offer Space in Landlord's sole discretion (including, without limitation, the lease of all or any portion thereof to a third party). Landlord represents and warrants that, prior to the expiration of Tenant's right of first offer pursuant to this Section 6, Landlord will have the right to include the construction and installation of trailer parking as shown on Exhibit I as aforesaid by virtue of being the owner of the Second Offer Space, having an option to purchase the Second Offer Space, or through some other means of controlling the Second Offer Space.

7. Terms and Conditions for Expansion Space.

(a) Amendment. If Tenant properly exercises its right to expand the Leased Premises pursuant to Special Stipulations 2, 3, 5 or 6 above (each an "Expansion Option"), Landlord and Tenant

shall enter into an amendment to this Lease adding the First Expansion Space, Second Expansion Space and/or Second Offer Space, as applicable (the "Additional Space") to the Leased Premises, the Building and/or the Land, as applicable, upon the terms and conditions set forth herein and making such other modifications to this Lease as are appropriate under the circumstances.

(b) Expansion Term. The term of Tenant's lease of the Additional Space shall commence as of Substantial Completion of the Additional Space and shall be coterminous with the term of Tenant's lease of the original Leased Premises and any extensions thereof; provided, however, that the minimum term for the Additional Space shall be five (5) years and the term for the then existing Leased Premises ("Existing Premises") shall be extended, if necessary, to be coterminous with the term for the Additional Space. If the Lease Term for the Existing Premises is extended as provided above, the Minimum Annual Rent for such extension term shall be an amount equal to the base rent per square foot charged to prospective renewing tenants for comparable buildings (e.g., age, physical condition, number of stories, total size, comparable location) in comparable transactions (e.g., creditworthiness of tenant, landlord and tenant

obligations) in the area in which the Leased Premises are located, taking into account all financial terms, including without limitation, free rent, escalations, work contributions and allowances and leasing and brokerage commissions; provided, however, that (i) in no event shall the Minimum Annual Rent per square foot during such extension term be less than the highest Minimum Annual Rent per square foot payable during the immediately preceding term, and (ii) if Tenant delivers to Landlord a written objection to Landlord's calculation of the Minimum Annual Rent for such extension term within five (5) business days after Tenant's receipt of Landlord's determination thereof, and the parties cannot agree on such Minimum Annual Rent within ten (10) days after Tenant's written objection then Tenant may choose arbitration to determine such Minimum Annual Rent in accordance with Special Stipulation 1 above. Any extension of the Lease Term with respect to the Existing Premises pursuant to this subsection (b) shall not affect the number or length of Tenant's options to extend the Lease Term pursuant to Special Stipulation 1 above.

(c) Expansion Rent. Commencing as of Substantial Completion of the Additional Space, the Minimum Annual Rent for the Additional Space (the "Expansion Rent") shall be an amount equal to the Total Project Cost (as hereinafter defined) multiplied by the greater of (i) eight and one-half percent (8.5%), or (ii) a percentage equal to the yield, as of the date the amendment referred to in subsection (a) above is fully executed, on the ten (10) year U. S. Treasury Bond having the most recent issue date prior to the date of such execution (based on the rate set forth in the Wall Street Journal on that date) plus 450 basis points.

*Example: If the Leased Premises is expanded and the Total Project Costs are \$30.00 per square foot and the 10-Year Treasury Bond rate is 5%, the Expansion Rent will be (\$30.00 per square foot x 9.50%) or \$2.85 per square foot of Additional Space.*

If, at the time of Substantial Completion of the Additional Space, the remaining initial Lease Term is in excess of five (5) years, then, during the remainder of the initial Lease Term, the Expansion Rent shall increase by ten percent (10%) upon each successive five (5) year anniversary of Substantial Completion of the Additional Space. "Total Project Cost" shall include all building and site design and construction costs; soft cost items, including but not limited to commissions, legal fees, market-based development fees, permitting and insurance; market-based land price for all additional acreage not included in the Existing Premises as reasonably determined by Landlord based on the value of similarly situated unimproved land in the geographic area in which the Additional Space is located; and the unamortized cost to construct the trailer lot for the Existing Premises. Notwithstanding the foregoing, during the first five (5) years of the initial Lease Term, the market-based land price with respect to the Second Expansion Space shall be as follows: (x) One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) per acre if the Second Expansion Notice is delivered during the first twelve (12) months of the Lease Term, and (y) One Hundred Ten Thousand and No/100 Dollars (\$110,000.00) per acre plus annual increases based on CPI if the Second Expansion Notice is delivered during a subsequent year of the Lease Term through and including the end of the fifth (5<sup>th</sup>) year of the Lease Term. For purposes of this subsection (c), "CPI" shall mean the parties agree that the market based land price shall be increased on each anniversary date of the Commencement Date through the end of the fifth (5<sup>th</sup>) year of the Lease Term in an amount equal to the proportion that the BLS Index averaged for the six (6) month period ending two (2) months prior to the applicable anniversary date has increased over the BLS Index published and averaged for the six (6) month period ending two (2) months prior to the Commencement Date. Notwithstanding the foregoing, in no event shall the market based land price payable during any subsequent year of this Lease, as adjusted hereby, be less than the market based land price during the immediately preceding year. As used in this Lease, "BLS Index" shall mean the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, United States, All City Average published by the Bureau of Labor Statistics, United States Department of Labor. If the Bureau of Labor Statistics shall discontinue publication of said BLS Index or shall adopt a new method of computing the BLS Index, the

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parties agree to use a published price or cost index or published data as comparable as possible to the BLS Index prior to the change in such method.

(d) Expansion Description. If Tenant properly exercises an Expansion Option, then as soon as reasonably possible after receipt of Tenant's exercise of said Expansion Option, Landlord shall prepare and submit to Tenant a project description (the "Expansion Description") and a cost budget estimate (the "Expansion Cost Budget Estimate") for the construction and installation of the Expansion Improvements (as hereinafter defined). Landlord and Tenant agree that the Expansion Improvements shall be consistent with and as nearly identical as practicable in style, appearance, materials and quality to the original Building prior to the selection of any Tenant Improvement alternates. Tenant shall have fifteen (15) business days after receipt of the Expansion Description and the Expansion Cost Budget Estimate in which to review the Expansion Description and the Expansion Cost Budget Estimate and to give Landlord written notice of Tenant's approval of the Expansion Description and the Expansion Cost Budget Estimate or its requested changes thereto. Tenant's failure to approve or request changes to the Expansion Description and/or the Expansion Cost Budget Estimate within fifteen (15) business days after its receipt thereof shall be a Tenant Delay. If Tenant requests any changes to the Expansion Description, Landlord shall make those changes that are reasonably requested by Tenant and shall promptly submit the revised Expansion Description (and, to the extent applicable, the revised Expansion Cost Budget Estimate) to Tenant within fifteen (15) days after receipt of changes from Tenant. This process shall continue until both Landlord and Tenant have agreed upon the Expansion Description and Expansion Cost Budget Estimate. Landlord shall at all times in its preparation of the Expansion Description and the Expansion Cost Budget Estimate, and any revisions thereto, act reasonably and in good faith. Tenant shall at all times in its review of the Expansion Description and the Expansion Cost Budget Estimate, and of any revisions thereto, act reasonably and in good faith.

(e) Expansion Drawings. On or before the sixtieth (60<sup>th</sup>) day following Tenant's acceptance of the Expansion Description, Landlord shall prepare and submit to Tenant a set of construction drawings (the "Expansion CD's") covering all work to be performed by Landlord in constructing and installing the improvements to the Additional Space (the "Expansion Improvements"), which shall be based on the Expansion Description. Landlord and Tenant agree to use the procedures and abide by the terms and conditions set forth in Paragraph 2 of Exhibit B in connection with the preparation of the Expansion CD's. The square footage of the Additional Space shall be based on a "drip-line" measurement from the outside of the exterior walls of the Additional Space.

(f) Permits and Approvals. Promptly following Tenant's approval of the Expansion CD's, Landlord shall obtain all necessary permits and approvals for the proposed Expansion Improvements, with respect to which Landlord agrees to use all commercially reasonable efforts to obtain. In the event that Landlord has not procured a permit to construct the Expansion Improvements within twelve (12) months following the approval of the Expansion CD's

(the "Outside Permit Date"), either party may elect to terminate the Expansion Option by written notice to the other given within ten (10) days following the Outside Permit Date (provided that Landlord has not received such permit prior to either party's receipt of said termination notice), in which event Tenant shall reimburse Landlord for all design fees incurred in connection with such proposed expansion, and this Lease shall continue in full force and effect as if the Expansion Option had never been exercised.

(g) Retraction. Tenant shall have the right, at any time prior to Landlord's and Tenant's approval of the Expansion CD's, to retract its exercise of its Expansion Option, in which event such Expansion Option shall be null and void and of no further force or effect, and Tenant shall be obligated to reimburse Landlord, as Additional Rent, for all reasonable design fees actually incurred in connection with such expansion.

(h) Schedule and Early Occupancy. Landlord and Tenant agree to use the procedure and abide by the terms and conditions set forth in Paragraph 2 of **Exhibit B** in connection with the preparation of a Schedule for the construction of any Additional Space and for any early occupancy. Tenant agrees to coordinate with Landlord regarding the installation of Tenant's phone and data wiring and any other trade related fixtures that will need to be installed in the Additional Space prior to Substantial Completion of the Expansion Improvements. In addition, if and to the extent permitted by applicable laws, rules and ordinances, Tenant shall have the right to enter the Additional Space for a period of thirty (30) days prior to the scheduled date for Substantial Completion in order to install fixtures (such as racking) and otherwise prepare the Additional Space for occupancy, which right shall expressly exclude making any structural modifications. During any entry prior to Substantial Completion of the Expansion Improvements (i) Tenant shall comply with all terms and conditions of this Lease other than the obligation to pay Minimum Annual Rent or Annual Rental Adjustment with respect to the Additional Space, (ii) Tenant shall not interfere with Landlord's completion of the Expansion Improvements, (iii) Tenant shall cause its personnel and contractors to comply with the terms and conditions of Landlord's rules of conduct (which Landlord agrees to furnish to Tenant upon request), and

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(iv) Tenant shall not begin operation of its business in the Additional Space. Tenant acknowledges that Tenant shall be responsible for obtaining all applicable permits and inspections relating to any such entry by Tenant.

(i) Change Orders. Tenant shall have the right to request changes to the Expansion CD's at any time following Tenant's acceptance of the Expansion CD's by way of written change order (each, an "Expansion Change Order", and collectively, "Expansion Change Orders"). Landlord and Tenant agree to use the procedure and abide by the terms and conditions set forth in Paragraph 3 of **Exhibit B** for all Expansion Change Orders.

(j) Tenant Delay. Notwithstanding anything to the contrary contained in the Lease, to the extent Substantial Completion of the Expansion Improvements is delayed as a result of Tenant Delay, then Substantial Completion of the Expansion Improvements shall be deemed to have occurred on the date that Substantial Completion of the Expansion Improvements would have occurred but for such Tenant Delay. If a particular Tenant Delay continues for more than two (2) business days following written notice from Landlord, then notwithstanding anything to the contrary set forth herein, Tenant shall be solely responsible for any increase in cost to construct and install the Expansion Improvements resulting from such Tenant Delay.

(k) Letter of Understanding. Promptly following Substantial Completion of the Expansion Improvements, Tenant shall execute Landlord's Letter of Understanding in substantially the form attached hereto as **Exhibit J** and made a part hereof, acknowledging, (i) the date of Substantial Completion of the Additional Space, and (ii) except for any punchlist items or any other item Tenant has notified Landlord of in writing, that Tenant has accepted the Additional Space.

(l) Termination Option. If Tenant elects to exercise an Expansion Option pursuant to Special Stipulation 2, 3, 5 or 6 above, then Tenant's option to terminate the Lease as set forth in Special Stipulation 9 below shall terminate and be of no further force or effect.

(m) Subordination. If the Additional Space is encumbered by a Mortgage prior to Substantial Completion of the Additional Space, Landlord shall use commercially reasonable effort to deliver to Tenant a subordination and non-disturbance agreement executed by the mortgagee under any such Mortgage, acknowledging the agreement of such mortgagee with the terms of Section 12.03 of the Lease. Notwithstanding anything to the contrary contained herein, at Tenant's option, the term of Tenant's lease of the Additional Space shall not commence until the later to occur of (i) Substantial Completion of the Additional Space, and (ii) Landlord's delivery of such subordination and non-disturbance agreement or waiver thereof by Tenant.

8. Right of First Offer to Purchase. Provided that (i) no default has occurred and is then continuing, and (ii) Tenant-originally named herein has not assigned this Lease (other than to a Permitted Transferee) or sublet fifty percent (50%) or more of the Leased Premises to a person or entity other than a Permitted Transferee, Landlord hereby grants to Tenant a right of first offer (the "Purchase Offer") to purchase the Leased Premises (including, without limitation, any expansion thereof pursuant to the terms of this Lease), subject to the terms and conditions set forth herein.

(a) The term of the Purchase Offer shall commence as of the date hereof and shall continue throughout the initial Lease Term, unless sooner terminated pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, in the event the Lease is terminated or expires prior to the exercise of the Purchase Offer by Tenant, then the Purchase Offer shall terminate.

(b) Prior to offering the Leased Premises for sale to a third party, Landlord shall deliver to Tenant a written notice that Landlord intends to list the Leased Premises for sale (the "Notice to Sell"), which Notice to Sell shall specify, among other things, the purchase price for the Leased Premises and the terms of payment (the "Purchase Price") and the closing date. Tenant shall have thirty (30) days after receipt of the Notice to Sell to deliver an offer to Landlord offering to purchase the Leased Premises (the "Notice of Purchase") for the Purchase Price and on the terms set forth in the Notice to Sell. The negotiation and execution of a mutually acceptable purchase and sale agreement, based on Landlord's standard form, must occur no more than forty-five (45) calendar days after the date on which Tenant gives Landlord the Notice of Purchase. Landlord and Tenant agree to negotiate said purchase and sale agreement during said 45-day period in good faith; provided, however, that Landlord and Tenant acknowledge that the purchase and sale agreement will provide that the contemplated

purchase and sale is subject to approval thereof by Landlord's investment committee and Tenant's board of directors on or before the expiration of any applicable inspection period set forth therein.

(c) If Tenant fails or elects not to give the Notice of Purchase within said thirty (30) day period, then this Purchase Offer shall terminate and Landlord may proceed to offer to sell the Leased

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Premises, and may thereafter sell the Leased Premises, without any longer being subject to this Purchase Offer. Provided, however, if Landlord agrees to enter into a contract with a third party for the sale of the Leased Premises at a purchase price that is less than ninety percent (90%) of the Purchase Price, after giving effect to any Purchase Price credits, reductions or other offsets, set forth in Landlord's Notice to Sell, then the Purchase Offer shall be deemed reinstated and Landlord shall again be required to comply with the provisions of this Special Stipulation 8.

(d) If Tenant elects to give the Notice of Purchase within said thirty (30) day period, but a mutually acceptable purchase and sale agreement is not executed, delivered and accepted by and between Landlord and Tenant after good faith negotiations between Tenant and Landlord within the forty-five (45) calendar day period referenced in subsection (b) above, then Tenant's Purchase Offer shall terminate and Landlord may proceed to offer to sell the Leased Premises, and may thereafter sell the Leased Premises, without any longer being subject to this Purchase Offer, except as provided in subsection (c) above.

(e) The following transactions by Landlord shall be executed from the Purchase Offer (each, an "Excluded Transaction"):

(i) A transfer of the Leased Premises from Landlord to a joint venture partner of Landlord, or from one joint venture partner of Landlord to another joint venture partner of Landlord, or a transfer of the Building to an entity controlled by Landlord or a joint venture partner of Landlord;

(ii) A transfer of the Leased Premises to an industrial development authority or other governmental or quasi-governmental agency (collectively, the "Agency") as part of a tax reduction or tax abatement program in which Landlord leases the Leased Premises back from the Agency and then subleases to a tenant;

(iii) A sale of the Leased Premises to the appropriate condemning authority pursuant to eminent domain or under threat of eminent domain; or

(iv) If Landlord creates a security interest in the Leased Premises as collateral for a loan.

(f) In the event Landlord sells the Leased Premises to a non-affiliated third party buyer (excluding Tenant) within two (2) years following the Additional Rent Commencement Date hereof, and such sale is not an Excluded Transaction, then Landlord agrees that it shall pay to Tenant an amount equal to ten percent (10%) of the net sales profit paid to Landlord in connection with such sale. The net sales profit shall be an amount equal to the product of (i) the gross sales price of the Leased Premises, less all closing costs (e.g., transfer taxes, commissions, Landlord's share of due diligence, etc.), less Landlord's undepreciated gross basis in the building, and (ii) 10%. Such amount shall be paid to Tenant at closing of such sale. No sum shall be due Tenant pursuant to this subsection (f) unless and until the sale of Leased Premises by Landlord is actually consummated.

(g) This Purchase Offer shall be null and void and terminate if Tenant is a holdover Tenant pursuant to Section 2.04 of the Lease.

(h) Except in the event of an Excluded Transaction, in no event may Landlord sell, or offer to sell, less than all of the Leased Premises.

9. Option to Terminate. Provided that no default has occurred and is then continuing, Tenant shall have the right to terminate the Lease effective as of February 28, 2016. In order to exercise such termination right, Tenant shall notify Landlord of such exercise in writing at least twelve (12) months prior to the effective date of such termination. Tenant shall deliver to Landlord, as an agreed upon termination fee (the "Fee"), an amount equal to the sum of (i) Two Million One Hundred Forty Thousand Six Hundred Seventy and No/100 Dollars (\$2,140,670.00), (ii) the unamortized balance of any Capitalized Tenant Improvements (as defined in Exhibit B) calculated as if such Capitalized Tenant Improvements had been amortized at eight and one-half percent (8.5%) over the initial Lease Term, and (iii) the unamortized balance of any Amortized Tenant Improvements (as defined in Exhibit B). One-half (1/2) of the Fee shall be delivered to Landlord together with the termination notice; the remaining one-half (1/2) of the Fee shall be delivered to Landlord on or before the effective date of such termination. Such payment is made in consideration for Landlord's grant of this option to terminate to compensate Landlord for rental and other concessions given to Tenant and for other good and valuable consideration. The Fee does not constitute payment of rent to Landlord. If Tenant fails to notify Landlord by the deadline set forth above, Tenant shall have waived Tenant's termination right for the remainder of the Lease Term.

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10. Recreation Field Naming Rights. Landlord hereby agrees to transfer to Tenant the right to name one (1) of the proposed recreational soccer fields to be constructed adjacent to the Park, to the extent such right is controlled by Landlord, Landlord's affiliate, or a related entity controlled by Landlord.

11. Compliance With Law.

(a) Existing Governmental Regulations. If any federal, state or local laws, ordinances, orders, rules, regulations or requirements (collectively, "Governmental Requirements") in existence as of the date of the Lease require an alteration or modification of the Leased Premises (a "Code Modification") and

such Code Modification (i) is not made necessary as a result of the specific use being made by Tenant of the Leased Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any warehouse-office building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Leased Premises by Tenant (excluding the Tenant Improvements and excluding any subsequent alterations to the Leased Premises installed by or under the supervision of Landlord or its affiliates to the extent not included in the cost of such alteration), such Code Modification shall be performed by Landlord, at Landlord's sole cost and expense.

(b) Governmental Regulations – Landlord Responsibility. If, as a result of one or more Governmental Requirements that are not in existence as of the date of this Lease, it is necessary from time to time during the Lease Term, to perform a Code Modification to the Building or the Land that (i) is not made necessary as a result of the specific use being made by Tenant of Leased Premises (as distinguished from an alteration or improvement which would be required to be made by the owner of any warehouse-office building comparable to the Building irrespective of the use thereof by any particular occupant), and (ii) is not made necessary as a result of any alteration of the Leased Premises by Tenant, such Code Modification shall be performed by Landlord and cost thereof shall be included in Operating Expenses without being subject to any applicable cap on expenses set forth herein.

(c) Governmental Regulations – Tenant Responsibility. If, as a result of one or more Governmental Requirements, it is necessary from time to time during the Lease Term to perform a Code Modification to the Building or the Land that is made necessary as a result of the specific use being made by Tenant of the Leased Premises or as a result of any alteration of the Leased Premises by Tenant, such Code Modification shall be the sole and exclusive responsibility of Tenant in all respects; provided, however, that Tenant shall have the right to retract its request to perform a proposed alteration in the event that the performance of such alteration would trigger the requirement for a Code Modification.

12. Warranty. Landlord hereby agrees to make any and all repairs to the Building and the Leased Premises, at its own expense, as are necessary or reasonably desirable to correct any defects in the Leased Premises or the Building of which Tenant notifies Landlord in writing during the first twelve (12) months after Substantial Completion of the Tenant Improvements. In addition, Landlord hereby agrees to make any and all repairs to the Expansion Improvements, at its own expense, as are necessary or reasonably desirable to correct any defects in the Additional Space of which Tenant notifies Landlord in writing during the twelve (12) months after Substantial Completion of the Expansion Improvements. Each of the preceding two (2) sentences being referred to herein as the "Landlord Warranty". Without limiting the foregoing, from and after Substantial Completion, Landlord shall enforce for the benefit of Tenant all warranties and guarantees relating to the Tenant Improvements and the Expansion Improvements, if applicable, and any and all systems contained in the Leased Premises. Within thirty (30) days after Substantial Completion, Landlord shall provide Tenant with copies of all warranties and guarantees applicable to the Tenant Improvements to the extent in Landlord's possession. Thereafter, Landlord shall deliver copies of such warranties and guarantees to Tenant promptly following Landlord's receipt thereof. Landlord agrees to use reasonable, diligent efforts to obtain such warranties and guarantees. Neither Landlord nor Tenant shall take any action which shall invalidate any of the foregoing warranties or guarantees, and Tenant shall provide Landlord with written notice of all warranty claims. Tenant will notify Landlord promptly upon discovery of any potential problems which may be covered under the foregoing warranties, and Landlord will cooperate with Tenant in enforcing such claims. Without limiting Landlord's duty to perform repairs under any warranties contained herein, the extent and performance of any repairs required under the foregoing warranties will be mutually agreed to between Landlord and Tenant so as to minimize the disruption to Tenant's business operations. This Landlord Warranty shall exclude damages or defects caused by Tenant, its agents, employees or contractors, improper or insufficient maintenance (to the extent required to be maintained by Tenant), improper operation or normal wear and tear under normal usage.

13. Incentives Contingency. This Lease and the rights and obligations of the parties hereunder are contingent upon Tenant obtaining economic incentives acceptable to Tenant from the State of Georgia, Fulton County and City of East Point on or before June 29, 2007. Landlord shall cooperate reasonably with Tenant, at no cost to Landlord, in acquiring such tax incentives and shall execute such

documentation and/or meet with any governmental officials as Tenant deems reasonably necessary in obtaining such tax incentives. In the event Tenant determines in its reasonable discretion that it will not be able to obtain economic incentives acceptable to Tenant, then Tenant shall have the right to terminate this Lease by written notice to Landlord delivered on or before June 29, 2007. If Tenant terminates this Lease in accordance with this Section 13, then Tenant shall reimburse Landlord for one hundred fifty percent (150%) of all costs incurred by Landlord in connection with this Lease, and thereafter, neither Landlord nor Tenant shall have any further obligations hereunder, except with respect to any obligations that expressly survive any such termination.

14. Memorandum of Lease. Simultaneously with the execution and delivery of this Lease, Landlord and Tenant agree to execute a memorandum of this Lease substantially in the form attached hereto as Exhibit M (the "Memorandum of Lease"). Tenant shall have the right to record the Memorandum of Lease, at its sole cost and expense.

**SUBSIDIARIES**

American Sports Licensing, Inc., a Delaware corporation (f/k/a Dick's Asset Management)

Dick's Sporting Goods International, Limited, a Hong Kong corporation

Dick's International Sourcing Holdings Limited, a Hong Kong corporation

Dick's International Sourcing Group, a People's Republic of China Trust

DIH I Limited, a Hong Kong corporation

DIH II Limited, a Hong Kong corporation

DSG of Virginia, LLC, a Virginia limited liability company

Galyan's Trading Company, LLC, an Indiana limited liability company

Galyan's of Virginia, Inc., a Virginia corporation

Galyan's Nevada, Inc., a Nevada corporation

Golf Galaxy, LLC, a Minnesota limited liability company

Golf Galaxy GolfWorks, Inc., an Ohio corporation

Criterion Golf Technology Inc., a Canada corporation

Chick's Sporting Goods, LLC, a California limited liability company

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[SUBSIDIARIES](#)

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 333-102385, 333-100656, and 333-140713 on Forms S-8 of our reports dated March 16, 2012, relating to the financial statements and financial statement schedule of Dick's Sporting Goods, Inc. and subsidiaries and the effectiveness of Dick's Sporting Goods, Inc. and subsidiaries' internal control over financial reporting, appearing in this Annual Report on Form 10-K of Dick's Sporting Goods, Inc. and subsidiaries for the fiscal year ended January 28, 2012.

/s/ Deloitte & Touche LLP

Pittsburgh, Pennsylvania

March 16, 2012



**CERTIFICATIONS**

I, Edward W. Stack, certify that:

1. I have reviewed this annual report on Form 10-K of Dick's Sporting Goods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ EDWARD W. STACK

Edward W. Stack,  
Chairman and Chief Executive Officer  
Dick's Sporting Goods, Inc.

Date: March 16, 2012



**CERTIFICATIONS**

I, Timothy E. Kullman, certify that:

1. I have reviewed this annual report on Form 10-K of Dick's Sporting Goods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's fourth fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ TIMOTHY E. KULLMAN

Date: March 16, 2012

Timothy E. Kullman

Executive Vice President – Finance, Administration and Chief Financial Officer  
Dick's Sporting Goods, Inc.



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Dick's Sporting Goods, Inc. (the "Company") for the period ended January 28, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Edward W. Stack, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report complies fully with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ EDWARD W. STACK

Date: March 16, 2012

Edward W. Stack  
Chairman and Chief Executive Officer  
Dick's Sporting Goods, Inc.

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[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of Dick's Sporting Goods, Inc. (the "Company") for the period ended January 28, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Timothy E. Kullman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report complies fully with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ TIMOTHY E. KULLMAN

Date: March 16, 2012

Timothy E. Kullman  
Executive Vice President - Finance, Administration and Chief Financial Officer  
Dick's Sporting Goods, Inc.

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[CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002](#)

