

LEASE

1. PARTIES. THIS AGREEMENT is made as of December 1, 1993, between Sporting Goods Properties, Inc., a Delaware corporation, of Wilmington, Delaware, herein called "SGPI", and E. I. du Pont de Nemours and Company, a Delaware corporation, herein called "Lessee".

2. LEASED PREMISES. SGPI does hereby let and lease unto Lessee and Lessee does hereby lease from SGPI for the rent hereinafter set forth, certain land and facilities located in Kent County, Maryland, to-wit:

<u>Location</u>	<u>Area</u>	<u>Yearly Rental</u>
Remington Farms	3,300 acres	\$525,000

Said space is more fully delineated on Exhibit A attached hereto and made a part hereof, together with the right to use, and sublease all facilities on the site, including the guest houses, the conference facilities, the six homes, and various other storage buildings, herein called "Premises".

3. TERM. The term of this Lease shall be for five (5) years beginning December 1, 1993 to November 30, 1998, and shall continue year to year thereafter. Either party may cancel this Lease at the end of the initial term, or at the end of any month thereafter, by giving at least sixty (60) days prior written notice to the other.

4. RENTAL. Rental shall be paid to SGPI at the office of its Agent in the Du Pont Building, Wilmington, Delaware, or at such other place or time as SGPI may at any time or from time to time request, on or before the first day of each month, in advance, during the term of this Lease. Rent for any fractional month shall be prorated.

SGPI shall be responsible for and shall pay directly all real estate taxes as they become due.

5. USE OF PREMISES. Lessee shall use Premises for any lawful purpose. Lessee shall not violate or permit any violation of statutes of the State of Maryland or the regulations of any other public authority, nor shall Lessee permit or suffer any nuisance thereon or commit waste thereon; and Lessee shall indemnify and save SGPI harmless from any loss, injury or damage resulting from the failure of Lessee fully to keep these covenants.

6. ASSIGNMENT AND SUBLETTING. Lessee may assign this Lease or sublet Premises or any part thereof or permit the use of Premises by any other party.

7. CONDITION OF PREMISES. Lessee's taking possession of Premises shall be conclusive evidence that Premises were in good order and satisfactory condition when Lessee took possession. Any alteration, remodeling, addition, or improvement of the Premises shall be made only as mutually agreed by SGPI and the Lessee.

8. MAINTENANCE. Lessee at its expense will during the term hereof keep and at the expiration thereof deliver up Premises in as good order and condition as the same now are, reasonable wear excepted. Further, Lessee shall be responsible for payments of all utilities.

9. ALTERATIONS. Lessee shall not make any alterations, additions or improvements upon Premises without SGPI's consent. If Lessee by written proposal requests alterations, additions, or improvements, SGPI will respond to said proposal within sixty (60) days. All alterations, additions or improvements made by either of the parties hereto upon Premises shall be the property of SGPI and shall remain upon and be surrendered with premises at the termination of this Lease without damage and in good order and condition.

10. DESTRUCTION. If during the term of this Lease, Premises or any part thereof are destroyed by fire or other casualty and shall become untenable in whole

or in part, then Lessee, at its option, may terminate this Lease forthwith by written notice to that effect to SGPI.

11. ACCESS TO PREMISES. Upon prior written notice, SGPI shall have the right to enter upon Premises at a time mutually agreeable by the parties hereto for the purpose of inspecting the same or for the purpose of making the repairs or for showing Premises to prospective tenants. In connection with the above purposes, however, this provision shall not obligate SGPI to make any repairs, alterations or improvements not provided for within this Lease.

12. HOLDING OVER. Any holding over after the expiration of this Lease without the written consent of SGPI shall be construed to be a tenancy from month to month at one and one-half (1-1/2) times the annual rent prorated on a monthly basis and shall otherwise be on the terms and conditions specified herein.

13. INDEMNIFICATION. Lessee shall indemnify and save SGPI harmless from and against any and all loss, costs, damages, claims, actions or liability on account of the death of or injury to any person or persons or the damage to or destruction of any property, arising from or growing out of Lessee's use or occupancy of Premises.

14. DEFAULT. In the event that either party shall default in the performance of any obligations specified herein, the non-defaulting party shall notify the party in default, in writing, of the specifics related to the alleged default, and if such default is not remedied within thirty (30) days from the date of notice the non-defaulting party shall have the right to terminate this lease unless within the thirty day period the defaulting party diligently undertakes those steps necessary to remedy the default, notifies the non-defaulting party accordingly, and continues with such diligence until the default is corrected.

15. RIGHTS CUMULATIVE. All rights and remedies of SGPI under this lease shall be cumulative and none shall exclude any other right of remedy allowed by law.

16. NOTICES. All notices to be given or delivered pursuant to any provision of this agreement or required by law shall be in writing and shall be effectively given or delivered if personally delivered or deposited in the United States Mail, postpaid, certified or registered, addressed in the case of SGPI to:

Attention: John McClintock
Comptroller, SGPI
1007 Market Street
Wilmington, DE 19898

and in the case of Lessee to:

E. I. du Pont de Nemours and Company
Corporate Real Estate
1007 Market Street
Wilmington, Delaware 19898

17. HEADINGS. The heading of the paragraphs of this Lease are intended only for convenience and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

18. SUCCESSION. This Lease shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the day and year first above written.

WITNESS:

SPORTING GOODS PROPERTIES, INC.

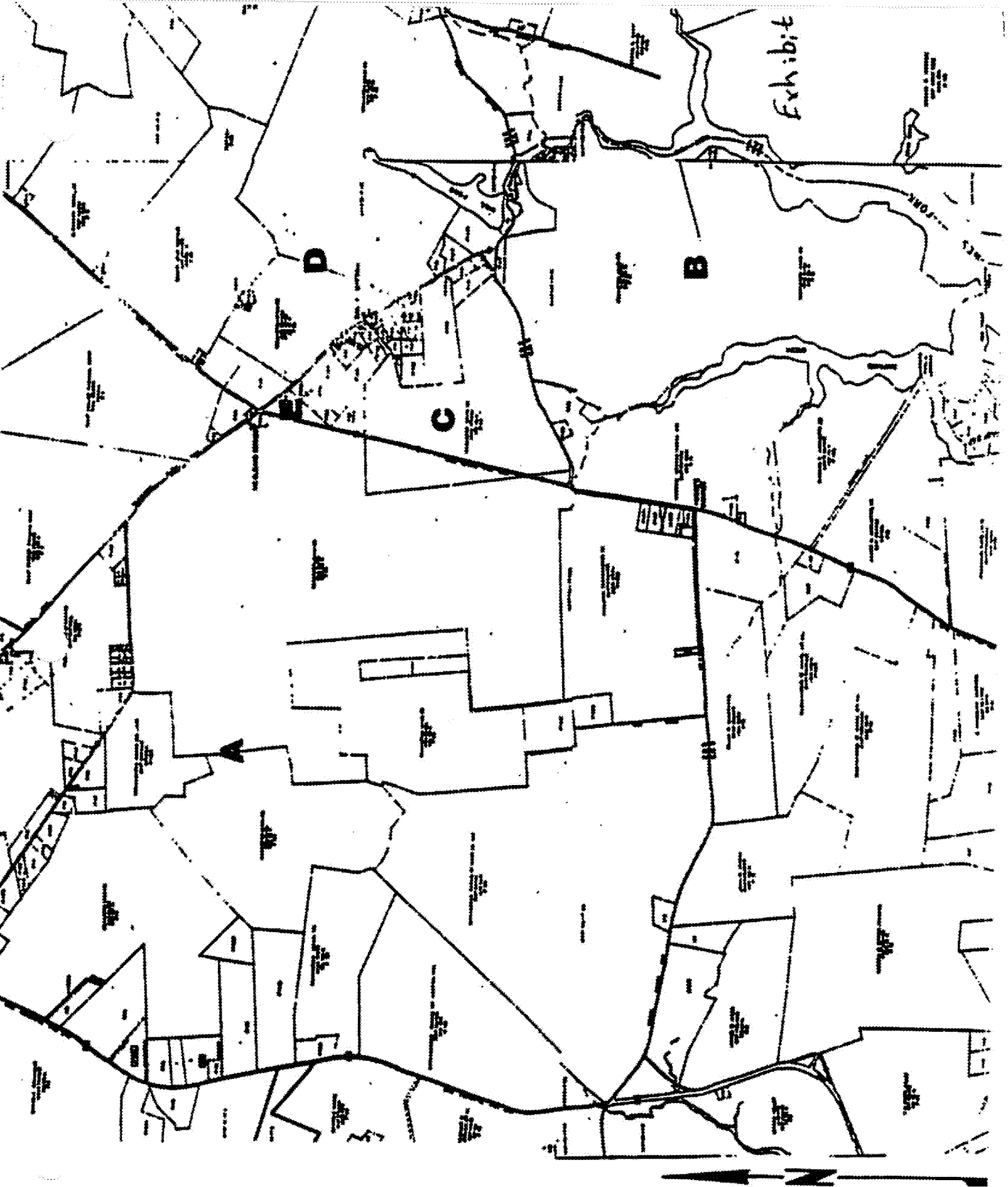




WITNESS:

E. I. DU PONT DE NEMOURS AND COMPANY

Joseph E. Jones III Fredrick R. Ay ^{HH55}



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