**LEASE AGREEMENT**

**Featured Indiana Real Estate Leases**

LEASE AGREEMENT

 BY AND BETWEEN

 BIKE LAND, LLC

 AND

 DAN'S COMPETITION, INC.

 THIS LEASE AGREEMENT (this "Lease"), is dated September 28, 2001, between

BIKE LAND, LLC, an Indiana limited liability company ("Landlord"), having an

address at One Competition Way, Mt. Vernon, Indiana 47620, and DAN'S

COMPETITION, INC., a Delaware corporation ("Tenant"), having an address at 151

West 26th Street, 11th Floor, New York, New York 10001.

 WITNESSETH THAT:

In consideration of the mutual covenants and conditions herein stated, the

parties agree as follows:

1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from

Landlord a building containing approximately three thousand six hundred (3,600)

rentable square feet of certain retail, warehouse and office space together with

the real property upon which the building is located which is described on

Schedule A hereto (the "Premises") located at 607 East Fourth Street, Mt.

Vernon, Indiana.

2. TERM. Unless sooner terminated pursuant to the provisions hereof, this Lease

shall continue for a period of three (3) months and three (3) days (the "Term"),

commencing on September 28, 2001 (the "Commencement Date") and ending on

December 31, 2001 (the "Expiration Date"). Notwithstanding anything contained

herein to the contrary, the Landlord may terminate this Lease upon ninety (90)

days written notice to the Tenant, unless sooner terminated pursuant to the

terms hereof. Notwithstanding the Commencement Date, if for any reason Landlord

cannot deliver possession of the Premises on said date, Tenant shall not be

obligated to pay Rent (as hereinafter defined) until possession of the Premises

is tendered to Tenant. In the event that the Premises are not delivered to

Tenant by October 10, 2001, Tenant shall have the right to terminate this Lease

upon ten (10) days prior written notice to Landlord.

3. RENT.

 (a) Tenant shall pay to Landlord at the address set forth above, or at

 such other address as Landlord may designate from time to time,

 without prior demand therefore and without any deduction, setoff,

 abatement or credit whatsoever, as fixed minimum monthly rent, the sum

 of One Thousand Dollars ($1,000.00) ("Basic Rent") in advance on the

 first (1st) day of each calendar month during the Term hereof.

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 (b) All other sums payable by Tenant hereunder, regardless of to whom such

 sums may be payable, shall be deemed additional rent ("Additional

 Rent"), and shall be collectible by Landlord in the same manner as

 Basic Rent. Basic Rent and Additional Rent are hereinafter referred to

 collectively as "Rent".

4. OCCUPANCY. Tenant shall use and occupy Premises solely for executive,

administrative, retail store, warehouse space and general office use and for no

other purpose whatsoever. Tenant shall not at any time use or occupy the

Premises in violation of the certificate of occupancy issued for the Premises.

5. TAXES.

 (a) Real Estate Taxes. Tenant shall pay all real estate taxes and

 assessments on the Premises which are due and payable during the term

 of this Lease when due. All real estate taxes shall be paid to the

 Landlord by the Tenant, as additional Rent. Landlord shall promptly

 forward to the Tenant a copy of all billings for real estate taxes and

 assessments on the Premises, which are due and payable during the term

 of this Lease. Tenant shall within ten (10) days prior to its due date

 either (i) appropriately pay the real estate taxes and assessments and

 forward evidence of payment to the Landlord; or (ii) pay the Landlord

 an amount equal to the real estate taxes and assessments so as to

 enable the Landlord to pay the real estate taxes before the due date

 thereof. Within thirty (30) days prior to the termination of this

 Lease or vacation of the Premises by the Tenant, the Tenant shall pay

 to the Landlord the pro-rated amount of the real estate taxes and

 assessments for the Premises payable through the Lease termination

 date or Tenant's vacation date but not yet due. Tenant shall have the

 right to promptly, reasonably and in good faith contest the real

 estate taxes assessed during the term of this Lease; provided that the

 Tenant indemnifies the Landlord and save harmless the Landlord from

 all such actions related to the real estate taxes, including all

 attorney's fees and expenses incurred by Landlord. Notwithstanding the

 foregoing to the contrary, Landlord hereby agrees to cooperate with

 any such appeal made by Tenant, provide any information and execute

 any documents required in making such appeal.

 (b) Personal Property Taxes. Tenant shall pay all taxes, assessments,

 license fees and levies of every kind, before the same become

 delinquent, that may be assessed against its personal property and

 fixtures located on the Premises, and/or resulting from operations on

 the Premises. Tenant shall have the right to promptly, reasonably and

 in good faith contest the personal property taxes assessed during the

 term of this Lease; provided that the Tenant indemnifies the Landlord

 and save harmless the Landlord from all such actions related to the

 personal property taxes, including all attorney's fees and expenses

 incurred by Landlord. Notwithstanding the foregoing to the contrary,

 Landlord hereby agrees to cooperate with any such appeal made by

 Tenant, provide any information and execute any documents required in

 making such appeal.

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6. UTILITIES. Tenant shall obtain all utility services (including, without

limitation, all electrical energy for the air-conditioning and ventilating

system servicing the demised premises) directly from the public utility

companies furnishing such services to the Premises. The costs of such services

shall be paid by Tenant directly to such public utility companies, but a default

by Tenant in the payment of any bill or charge of such company shall be deemed a

default by Tenant under this Lease.

7. MAINTENANCE AND REPAIRS. Tenant shall, at its sole expense, maintain and take

good care of the Premises and make all non-structural repairs to the interior

portions of the Premises as well as to all building systems such as HVAC,

plumbing and electrical systems that are necessary to keep the Premises in good

order and repair. Landlord shall, at its sole expense, make all repairs and

replacements to the roof, exterior walls and structure of the Premises. All

repairs by Landlord and Tenant shall be performed in a good and workmanlike

manner and in accordance with all applicable laws. Tenant shall not commit or

suffer, and shall use all reasonable precaution to prevent, waste, damage or

injury to the Premises. The Tenant shall not be liable for any resulting damage

occasioned by leak, defect, known or unknown, or the failure to make such

repairs. The Tenant agrees to inform the Landlord promptly upon becoming aware

of any condition that might require a repair to be made by the Landlord.

8. REQUIREMENTS OF LAW, INSURANCE. Landlord, at Landlord's sole cost and

expense, shall promptly comply with all present and future laws, orders and

regulations of all state, federal, municipal and local governments, departments,

commissions and boards and any direction of any public officer pursuant to law

which shall impose any violation, order or duty upon Landlord with respect to

the Premises. Tenant, at Tenant's sole cost and expense, shall promptly comply

with all present and future laws, orders and regulations of all state, federal,

municipal and local governments, departments, commissions and boards and any

direction of any public officer pursuant to law which shall impose any

violation, order or duty upon Tenant with respect to the Premises. Nothing

herein shall require Tenant to make structural repairs or alterations unless

Tenant has, by its manner of use of the Premises or method of operation therein,

or any Alterations (hereinafter defined) made by or on behalf of Tenant,

violated any such laws, ordinances, orders, rules, regulations or requirements

with respect thereto. Tenant shall not do or permit any act to be done in or to

the Premises which is contrary to law, or will invalidate or be in conflict with

public liability, fire or other policies of insurance at any time carried by or

for the benefit of Landlord with respect to the Premises or the Premises, or

which shall or might subject Landlord to any liability or responsibility to any

person or for property damage. Tenant shall pay all costs, expenses, fines,

penalties, and/or damages which may be imposed upon Landlord by reason of

Tenant's failure to comply with the provisions of this Paragraph.

9. TENANT ALTERATIONS, IMPROVEMENTS. Tenant shall make no structural

alterations, installations, additions or improvements (collectively,

"Alterations") in or to the Premises of any nature without Landlord's prior

written consent, which consent shall not be unreasonably withheld, conditioned

or delayed. Tenant shall, before making any Alterations at its expense, obtain

all permits, approvals and certificates required by any governmental or

quasi-governmental bodies (including certificates of final approval thereof) and

shall deliver promptly duplicates of all such permits, approvals and

certificates to Landlord. If any mechanic's lien is filed against the Premises

or the Premises for work claimed to have been done for, or materials

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furnished to, Tenant, the same shall be discharged by Tenant at Tenant's

expense, within thirty (30) days after filing, by payment or filing the bond

required by law. All Alterations, wiring, cabling, fixtures, paneling,

partitions, railings and like installations installed in the Premises at any

time, either by Tenant or by Landlord on Tenant's behalf, shall, upon

installation, become the property of Landlord and shall remain upon and be

surrendered with the Premises. Nothing in this Paragraph shall be construed to

give Landlord title to or to prevent Tenant's removal of trade fixtures,

moveable office furniture and equipment, but upon removal of any such items from

the Premises Tenant shall, at its expense, repair and restore the Premises. All

property permitted or required to be removed by Tenant at the end of the Term

remaining in the Premises for more than thirty (30) days after the Expiration

Date shall be deemed abandoned and may, at the election of Landlord, either be

retained as Landlord's property or be removed from the Premises by Landlord, at

Tenant's expense.

10. TRADE FIXTURES. Landlord agrees that Tenant may install any and all fixtures

and equipment on said Premises which may be necessary and proper for the use of

the Premises and such trade fixtures shall be deemed as belonging to Tenant and

may be removed by Tenant at the time it vacates the Premises; provided, however,

that if the removal or failure to remove such trade fixtures shall cause any

damage to the Premises, then Tenant covenants and agrees either to repair such

damage and to restore the Premises to the same condition they were prior to such

removal, or to compensate Landlord for such damage. If Tenant fails to remove

such trade fixtures and personal property then the same shall become the

property of Landlord.

11. SIGNS. Tenant shall have the right to erect and maintain appropriate signage

for the sole purpose of advertising its business; provided, however, all such

signage must be in compliance with applicable laws and ordinances. Tenant shall

not erect or install any other sign or other type of display whatsoever on the

Premises or upon the exterior of the buildings which constitute part of the

Premises or upon or in any window of such buildings without the prior express

written consent of the Landlord, which consent will not unreasonably be withheld

or delayed.

12. SUBORDINATION/ATTORNMENT. This Lease is subject and subordinate to any

ground lease or mortgage which may now or hereafter encumber the Premises, and

to all renewals, modifications, amendments, consolidations, replacements and

extensions thereof provided that such current or future lender executes an

agreement which provides that Tenant subordinates its interest to lender

provided that in the event of Landlord's default of such mortgage or foreclosure

Tenant's use and occupation of the Premises pursuant to this Lease shall not be

disturbed so long as Tenant is not then in default under this Lease beyond all

applicable notice and cure periods In the event of the sale or assignment of

Landlord's interest in the Premises, or in the event of any proceeding brought

for the foreclosure of any mortgage or other security instrument made by

Landlord covering the Premises (or the granting of a deed in lieu thereof),

Tenant shall attorn to the assignee or purchaser and recognize such assignee or

purchaser as the landlord hereunder.

13. DESTRUCTION BY FIRE AND OTHER CASUALTY. If the Premises or any part thereof

shall be damaged by fire or other casualty, Tenant shall give immediate notice

upon its awareness of such fire or casualty thereof to Landlord and this Lease

shall continue in full force and effect except as hereinafter set forth. If the

Premises are partially damaged or rendered partially unusable by fire or other

casualty, the damages thereto shall be repaired by and at the

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expense of Landlord and the Rent until such repair shall be substantially

completed shall be abated from the day following the casualty apportioned

equitably based on the amount of space rendered unuseable by such fire or

casualty. If the Premises are totally damaged or rendered wholly unusable by

fire or other casualty, then the Rent shall be proportionately paid up to the

time of the casualty and thenceforth shall cease until the date when the

Premises shall have been repaired and restored by Landlord (or if sooner

re-occupied in part by Tenant then Rent shall be apportioned as provided in this

Paragraph 13), subject to Landlord's right to elect not to restore the same as

hereinafter provided. If the Premises are rendered wholly unusable or (whether

or not the Premises are damaged in whole or in part) if the Premises shall be so

damaged that Landlord shall decide to demolish it or to rebuild it, then, in any

of such events, Landlord may elect to terminate this Lease by written notice to

Tenant, given within 60 days after such fire or casualty, or 10 days after

adjustment of the insurance claim for such fire or casualty, whichever is

sooner, specifying a date for the expiration of this Lease, which date shall not

be more than 30 days after the giving of such notice, and upon the date

specified in such notice the term of this Lease shall expire as fully and

completely as if such date were the Expiration Date and Tenant shall forthwith

quit, surrender and vacate the Premises without prejudice, however, to

Landlord's rights and remedies against Tenant under the Lease provisions in

effect prior to such termination, and any rent owing shall be paid up to such

date and any payments of rent made by Tenant which were on account of any period

subsequent to such date shall be returned to Tenant. Unless Landlord shall serve

a termination notice as provided for herein, Landlord shall make the repairs and

restorations required under this Paragraph 13 with all reasonable diligence,

subject to delays due to adjustment of insurance claims, labor troubles and

causes beyond Landlord's control. Tenant's liability for rent shall resume five

(5) days after written notice from Landlord that the Premises are substantially

ready for Tenant's occupancy. Notwithstanding the foregoing, including

Landlord's obligation to restore as provided in this Paragraph 13, each party

shall look first to any insurance in its favor before making any claim against

the other party for recovery for loss or damage resulting from fire or other

casualty, and to the extent that such insurance is in force and collectible and

to the extent permitted by law, Landlord and Tenant each hereby releases and

waives all right of recovery with respect to any such damage by fire or other

casualty against the other or anyone claiming through or under each of them by

way of subrogation or otherwise. The foregoing release and waiver shall be in

force only if both party's insurance policies contain a clause providing that

such a release or waiver shall not invalidate the insurance. Tenant acknowledges

that Landlord will not carry insurance on Tenant's furniture and/or furnishings

or any fixtures or equipment, improvements, or appurtenances removable by Tenant

and agrees that Landlord will not be obligated to repair any damage thereto or

replace the same.

14. EMINENT DOMAIN. If the whole or any material part of the Premises shall be

acquired or condemned by eminent domain for any public or quasi public use or

purpose, then the term of this Lease shall cease and terminate from the date of

title vesting in such proceeding and Tenant shall have no claim for the value of

any unexpired term of this Lease and assigns to Landlord Tenant's entire

interest in any such award. Tenant shall have the right to make an independent

claim to the condemning authority for the value of Tenant's moving expenses and

personal property, trade fixtures and equipment, provided Tenant is entitled

pursuant to the terms of this Lease to remove such property, trade fixtures and

equipment at the end of the Term and provided further such claim does not reduce

Landlord's award.

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15. ACCESS TO PREMISES. Landlord or Landlord's employees and agents shall have

the right (but shall not be obligated) to enter the Premises at reasonable times

and upon reasonable prior notice but in any emergency at any time, and, at other

reasonable times, to examine the same and to make such repairs, replacements and

improvements as Landlord may deem necessary and reasonably desirable to the

Premises or to any other portion of the Premises. Tenant shall permit Landlord

to use and maintain and replace pipes and conduits in and through the Premises

and to erect new pipes and conduits therein provided they are concealed within

the walls, floor or ceiling. Throughout the Term, Landlord shall have the right

to enter the Premises at reasonable hours and upon reasonable prior notice for

the purpose of showing the same to prospective purchasers or mortgagees of the

Premises, and during the last thirty (30) days of the Term for the purpose of

showing the same to prospective tenants. If Tenant is not present to open and

permit an entry into the Premises, Landlord or Landlord's employees and agents

may enter the same whenever such entry may be necessary or permissible provided

reasonable care is exercised to safeguard Tenant's property, such entry shall

not render Landlord or its agents liable therefore, nor in any event shall the

obligations of Tenant hereunder be affected.

16. INSURANCE. Throughout the Term Tenant shall maintain, at its own cost and

expense, the following insurance with recognized insurance companies licensed to

transact business in the State of Indiana: (a) fire insurance on leasehold

improvements to and personal property located in the Premises or used in

connection therewith in an amount not less than full replacement cost; (b)

public liability insurance (including contractual liability) with limits of not

less than $1,000,000 for bodily injury or death to one person, $1,000,000 for

bodily injury or death to more than one person, and $500,000 for property

damage; and (c) such other insurance as Landlord may from time to time

reasonably require. All insurance policies shall provide that the insurer will

not cancel or modify said policies without first giving Landlord at least thirty

(30) days prior written notice.

17. DEFAULT. The occurrence of any one or more of the following events shall

constitute a default under this Lease, at the Landlord's option: (a) Tenant's

failure to make any payment of Basic Rent within ten (10) days after the due

date thereof; (b) Tenant's failure to make any payment of Additional Rent within

twenty (20) days after written notice thereof, (c) Tenant shall abandon the

Premises for more than thirty (30) days; (d) Tenant shall become insolvent, or

shall make a transfer in fraud of creditors, or shall make an assignment in lieu

of creditors; (e) Tenant shall file a petition for bankruptcy under Chapter 11

of the U.S. Code or Tenant shall be adjudicated bankrupt or insolvent in a

proceeding filed against Tenant, or a receiver or trustee shall be appointed for

all or substantially all of the assets of Tenant and such receivership shall not

be terminated or stayed within thirty (30) days; (f) Tenant fails to maintain

the insurance coverage required under Paragraph 16 hereof; or (g) Tenant fails

to comply with any term, condition or covenant of this Lease, other than those

described in clauses (a)-(f) above, and such failure is not cured within thirty

(30) days after written notice thereof.

18. REMEDIES. In the event of any default described in Paragraph 17 above: (a)

Landlord may dispossess Tenant by summary proceedings, (b) the Rent due or

payable hereunder, shall become due thereupon and be paid up to the time of such

default, (c) Landlord may re-let the Premises or any part or parts thereof,

either in the name of Landlord or otherwise, for a term or terms, which may at

Landlord's option be less than or exceed the period which would otherwise have

constituted the balance of the Term and may grant concessions or free rent or

charge a

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higher rental than that in this Lease, and/or (d) Tenant or the legal

representatives of Tenant shall pay Landlord as liquidated damages for the

failure of Tenant to observe and perform Tenant's covenants herein contained,

any deficiency between the rent hereby reserved and/or covenanted to be paid and

the net amount, if any, of the rents collected on account of the lease or leases

of the Premises for each month of the period which would otherwise have

constituted the balance of the Term. The failure of Landlord to re-let the

Premises or any part or parts thereof shall not release or affect Tenant's

liability for damages. In computing such liquidated damages there shall be added

to said deficiency such expenses as Landlord reasonably may incur in connection

with reletting, such as reasonable legal expenses, costs, brokerage and

advertising fees, and costs incurred for keeping the Premises in good order or

for preparing the same for re-letting. Any such liquidated damages shall be paid

in monthly installments by Tenant on the rent day specified in this Lease and

any suit brought to collect the amount of the deficiency for any month shall not

prejudice in any way the rights of Landlord to collect the deficiency for any

subsequent month by a similar proceeding. Landlord, in putting the Premises in

good order or preparing the same for re-rental may, at Landlord's option, make

such alterations, replacements, and/or decorations in the Premises as in

Landlord's sole judgment considers advisable and necessary for the purpose of

re-letting the Premises, and the making of such alterations, repairs,

replacements, and/or decorations shall not operate or be construed to release

Tenant from liability hereunder as aforesaid. Landlord shall in no event be

liable in any way whatsoever for failure to relet the Premises, or in the event

that the Premises are re-let, for failure to collect the rent thereof under such

reletting, and in no event shall Tenant be entitled to receive any excess, if

any, of such net rents collected over the sums payable by Tenant to Landlord

hereunder. In the event of a breach or threatened breach by Tenant of any of the

covenants or provisions hereof, Landlord shall have the right of injunction and

the right to invoke any remedy allowed at law or in equity as if re-entry,

summary proceedings and other remedies were not herein provided for. Mention in

this Lease of any particular remedy shall not preclude Landlord from any other

remedy, in law or in equity. Tenant hereby expressly waives any and all rights

of redemption granted by or under any present or future laws in the event of

Tenant being evicted or dispossessed for any cause, or in the event of Landlord

obtaining possession of Premises, by reason of the violation by Tenant of any of

the covenants and conditions of this Lease, or otherwise. In the event of any

default Tenant shall remain liable for all reasonable costs, fees and expenses

including, but not limited to, attorneys' fees, costs and expenses incurred by

Landlord in pursuit of its remedies hereunder.

19. NO SUBLEASE OR ASSIGNMENT. Tenant shall not sublease, assign, mortgage,

pledge, or otherwise encumber this Lease or any of its rights hereunder, except

with the prior written consent of Landlord; which consent shall not be

unreasonably withheld based upon the reasonable approval of the financial

responsibilities and capabilities and general character of any proposed assignee

or subtenant; provided, however, in the event of any assignment or sublease of

all or any part of the Premises the Tenant shall remain fully liable and

responsible for the obligations imposed under this Lease. Notwithstanding the

foregoing to the contrary, Landlord's consent shall not be required in the event

of Tenant's merger or consolidation with any entity which controls or is

controlled by Tenant or is under common control with Tenant.

20. END OF TERM. Upon the expiration or other termination of the Term, Tenant

shall quit and surrender to Landlord the Premises, broom clean, in good order

and condition, and as otherwise required by this Lease, ordinary wear and

damages which Tenant is not required to repair as provided elsewhere in this

Lease excepted, and Tenant shall remove all its property.

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Tenant's obligation to observe or perform this covenant shall survive the

expiration or other termination of this Lease. Tenant acknowledges that

possession, of the Premises must be surrendered to Landlord at the expiration or

sooner termination of the Term.

21. NO WAIVER. The failure of Landlord to seek redress for violation of, or to

insist upon the strict performance of any covenant or condition of this Lease or

of any of the rules or regulations currently in effect or hereafter adopted by

Landlord with respect to the Premises, shall not prevent a subsequent act which

would have originally constituted a violation from having all the force and

effect of an original violation. No payment by Tenant or receipt by Landlord of

a lesser amount than the monthly Rent herein stipulated shall be deemed to be

other than on account of the earliest stipulated rent, nor shall any endorsement

or statement of any check or any letter accompanying any check or payment as

rent be deemed an accord and satisfaction, and Landlord may accept such check or

payment without prejudice to Landlord's right to recover the balance of such

rent or pursue any other remedy in this Lease provided. No act or thing done by

Landlord or Landlord's agents during the Term shall be deemed an acceptance of a

surrender of the Premises.

22. HAZARDOUS MATERIAL INDEMNIFICATION. In the event the use by Tenant or the

presence of "hazardous material" on or about the Premises because of Tenant's

use or occupancy of the Premises results in contamination of the Premises or if

contamination of the Premises by hazardous material otherwise occurs for which

the Landlord is legally liable for damage resulting therefrom (except if caused

by Landlord), then the Tenant shall indemnify, defend and hold harmless the

Landlord from any and all claims, judgments, damages, penalties, fines, costs,

liabilities or losses (including, without limitation, diminution in value of the

Premises, damages for the loss or restriction on use of leasable or usable space

or of any amenity on the Premises, damages arising from any adverse impact on

marketing of space and sums paid in settlement of claims, attorneys' fees,

consultant fees and expert fees) which arise during or after the lease term as a

result of such contamination by Tenant. This indemnification of the Landlord by

the Tenant includes, without limitation, costs incurred in connection with any

investigation of site conditions or any cleanup, remedial, removal or

restoration work required by any federal, state, or local governmental agency or

political subdivision because of hazardous material present in the soil or

groundwater on or under the Premises. Without limiting the foregoing, if the

presence of any hazardous material on the Premises caused or permitted by the

Tenant results in any contamination of the Premises, the Tenant shall promptly

take all actions at its sole cost and expense as are necessary to return the

Premises to the condition existing prior to the introduction of any such

hazardous material to the Premises; provided that the Landlord's approval of

such actions shall be obtained, which approval shall not be unreasonably

withheld so long as such actions would not potentially have any material adverse

long-term or short-term effect on the Premises.

 As used herein, the term "hazardous material" means any hazardous or toxic

substance, material or waste which is or becomes regulated by any local

governmental authority, the State of Indiana, or the United States Government or

any agency thereof. The term "hazardous material" includes, without limitation,

any material or substance that is:

 (a) radioactive material;

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 (b) defined as a "hazardous substance" under Indiana Codess.13-7-8.7-1, as

 amended;

 (c) designated as a "hazardous substance" pursuant to the Federal Water

 Pollution Control Act (33 U.S.C.ss.1321), as amended;

 (d) defined as a "hazardous waste" pursuant to Section 1004 of the Federal

 Resource Conservation and Recovery Act, (42 U.S.C.ss.6901, et seq.),

 as amended;

 (e) defined as a "hazardous substance" pursuant to the Comprehensive

 Environmental Response, Compensation and Liability Act; or

 (f) designated by the Landlord, in its reasonable discretion, to be

 hazardous to human health or property and which the Landlord

 reasonably determines must be cleaned up, removed or otherwise

 treated, whether or not the substance is considered hazardous for the

 purposes of any federal or state statutes or local ordinances.

23. AMERICANS WITH DISABILITIES ACT PROVISION. Tenant shall, at Tenant's sole

cost and expense, take all action, including any required alterations necessary

("Requirements") to comply with all requirements (including, but not limited to,

applicable terms of all local laws and the Americans with Disabilities Act of

1990 ("ADA"), 42 U.S.C. ss.12101 et seq., each as modified and supplemented from

time to time) which shall, with respect to the Premises or with respect to any

abatement of nuisance:

 (a) impose any violation, order, or duty upon Landlord or Tenant arising

 from, or in connection with the Premises, Tenant's occupancy, use, or

 manner of use of the Premises (including, without limitation, any

 occupancy, use, or manner of use that constitutes a "place of public

 accommodation" under the ADA), or any installations in the Premises;

 or

 (b) be required by reason of a breach of any of Tenant's covenants or

 agreements under this Lease, whether or not those Requirements shall

 now be in effect or hereafter enacted or issued, and whether or not

 any work required shall be ordinary or extraordinary or foreseen or

 unforeseen at the date of this Lease.

Notwithstanding the foregoing, Tenant shall not be obligated to perform any

alterations necessary to comply with any Requirements, unless compliance shall

be required by reason of (i) any cause or condition arising out of any

alterations or installations in the Premises (whether made by Tenant or by

Landlord on behalf of Tenant), or (ii) Tenant's particular use, manner of use or

occupancy on behalf of Tenant of the Premises (as opposed to mere use as

executive, general, and administrative offices), or (iii) any breach of any of

Tenant's covenants or agreements under this Lease, or (iv) any wrongful act or

omission by Tenant or persons with Tenant's control, or (v) Tenant's

"accommodation" within the meaning of the ADA.

24. WAIVER OF TRIAL BY JURY. Landlord and Tenant hereby waive trial by jury in

any action proceeding or counterclaim brought by either of them against the

other (except for personal injury or property damage) on any matters whatsoever

arising out of or in any way connected with this Lease.

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25. LANDLORD'S LIABILITY. Landlord (and its members, employees and agents) shall

have no personal liability with respect to this Lease. If Landlord is in breach

or default under this Lease, Tenant shall look solely to the equity of Landlord

in the Premises for the satisfaction of Tenant's remedies and in no event shall

Tenant attempt to secure or execute any personal judgment against Landlord (or

its partners, shareholders, members, managers, beneficial landlords, employees

or agents) by reason of such default by Landlord. This Lease and the obligation

of Tenant to pay Rent hereunder and perform all of the other covenants and

agreements hereunder on part of Tenant to be performed shall in no way be

affected, impaired or excused because Landlord is unable to fulfill any of its

obligations under this Lease if Landlord is prevented or delayed from so doing

by reason of strike or labor troubles or any cause whatsoever beyond Landlord's

control, including but not limited to, government preemption or restrictions or

by reason of any rule, order or regulation of any department or subdivision of

any government agency, or by reason of war or other emergency.

26. BILLS AND NOTICES. A bill, statement, notice or communication which Landlord

may desire or be required to give to Tenant shall be deemed sufficiently given

or rendered if, in writing, delivered to Tenant personally or sent by registered

or certified mail addressed to Tenant at the Premises, and the time of the

rendition of such bill or statement and of the giving of such notice or

communication shall be deemed to be the time when the same is delivered to

Tenant. Any notice by Tenant to Landlord must be served by registered or

certified mail addressed to Landlord at the address first hereinabove given or

at such other address as Landlord shall designate by written notice from time to

time.

27. DEFINITIONS. The term "Landlord" means a landlord or lessor, and as used in

this Lease means only the owner, or the mortgagee in possession, for the time

being of the Premises so that in the event of any sale of said Premises, the

said landlord shall be relieved of all covenants and obligations of Landlord

hereunder, and it shall be deemed and construed without further agreement

between the parties or their successors in interest, or between the parties and

the purchaser, that the successor-in-interest or purchaser at any such sale has

assumed and agreed to carry out any and all covenants and obligations of

Landlord, hereunder. The term "business days" as used in this Lease shall

exclude Saturdays, Sundays, and all Federal holidays, State holidays and

holidays celebrated by the unions governing employees of the Premises.

28. SUCCESSORS. The covenants, conditions and agreements contained in this Lease

shall bind and inure to the benefit of Landlord and Tenant and their respective

heirs, distributees, executors, administrators, successors, and except as

otherwise provided in this Lease, their assigns. Tenant shall look only to

Landlord's estate and interest in the Premises for the satisfaction of Tenant's

remedies for the collection of a judgment (or other judicial process) against

Landlord in the event of any default by Landlord hereunder, and no other

property or asserts of Landlord (or any partner, member, officer or director

thereof, disclosed or undisclosed), shall be subject to levy, execution or other

enforcement procedure for the satisfaction of Tenant's remedies under or with

respect to this Lease, the relationship of Landlord and Tenant hereunder, or

Tenant's use and occupancy of the Premises.

29. LATE FEE. If Tenant shall fail to pay any installment of Basic Rent within

ten (10) days after the due date thereof, Tenant shall pay to Landlord, upon

demand and as Additional Rent: (a) a late fee in an amount equal to two percent

(2%) of the total amount of Basic Rent

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owed and not timely paid and (b) interest on the unpaid amount at the rate of

one percent (1.0%) per month from the date such amount was originally due until

the date same is paid; provided, however, in no event shall any such amounts

exceed the maximum amount permitted by applicable law.

30. RENEWALS.

 (a) Provided that a default shall not have occurred and be continuing

 under this Lease at the time of the exercise thereof, Tenant shall

 have three (3) options to extend the term of this Lease, each for a

 period of three (3) months (each, a "Renewal Term"). Tenant shall be

 deemed to have exercised the option for a Renewal Term unless it

 shall, by written notice to Landlord (the "Renewal Notice") given not

 less than thirty (30) days before the Expiration Date of the Initial

 Term of this Lease or the Expiration Date of the Renewal Term, as the

 case may be, elect to have this Lease terminate on such Expiration

 Date. Unless Tenant shall elect to and shall timely terminate any such

 option, the term of this Lease shall be automatically extended for

 three (3) months, without the execution of an extension or renewal

 lease. Within ten (10) days after request by either party, the parties

 shall execute, acknowledge and deliver an instrument confirming that

 such option has been effectively exercised and confirming the extended

 Expiration Date of the term of this Lease. The terms and conditions

 applicable during each such Renewal Term shall be the same terms and

 conditions as are in effect immediately preceding the commencement of

 the Renewal Term, except that there shall be no further option to

 extend the term of this Lease beyond the expiration date of the third

 Renewal Term. Any termination, expiration, cancellation or surrender

 of this Lease on or prior to the Expiration Date shall terminate the

 option. Such options may not be severed from this Lease nor separately

 sold, assigned nor otherwise transferred.

 (b) If Tenant exercises its right to extend the term of this Lease for the

 Extension Term pursuant to this Paragraph 30, the phrases "the term of

 this lease" or "the term hereof" as used in this Lease, shall be

 construed to include the then current Renewal Term, and the Expiration

 Date shall be construed to be the date of the expiration of the then

 current Renewal Term.

 (c) If this Lease is renewed for a Renewal Term, then Landlord or Tenant

 can request the other party hereto to execute, acknowledge and deliver

 an instrument in form for recording setting forth the exercise of

 Tenant's right to extend the term of this Lease and the last day of

 the then current Renewal Term.

31. QUIET ENJOYMENT. So long as Tenant pays all of the Rent and performs all of

Tenant's other obligations hereunder, Tenant shall peaceably and quietly have,

hold and enjoy the Premises without hindrance, ejection or molestation by

Landlord or any person lawfully claiming through or under Landlord, subject,

nevertheless, to the provisions of this Lease and to any subordination,

non-disturbance and attornment agreement executed between Tenant and another

party thereto.

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32. NOTICE. A notice required or permitted to be given under this Lease, or by

any governmental law or regulation, shall be sufficient if in writing, and if

sent by Registered or Certified Mail, postage prepaid as follows:

 Tenant: DAN'S COMPETITION, INC.

 151 West 26th Street

 11th Floor

 New York, New York 10001

Or such other address as Tenant shall designate in writing to the Landlord.

 Landlord: BIKE LAND, LLC

 One Competition Way

 Mt. Vernon, IN 47620

Or such other address as Landlord shall designate in writing to the Tenant.

33. MISCELLANEOUS.

 (a) All understandings and agreements heretofore made between the parties

 hereto are merged In this Lease and any agreement hereafter made shall

 be ineffective to change or modify the terms of this Lease unless such

 agreement is in writing and signed by the party against whom

 enforcement is sought.

 (b) Each party shall, at any time and from time to time, as requested by

 the other party, upon not less than fourteen (14) days' prior notice,

 execute and deliver to the requesting party a statement certifying

 that this Lease is unmodified and in full force and effect (or if

 there have been modifications, that the same is in full force and

 effect as modified and stating the modifications), certifying the

 dates to which the Basic Rent and Additional Rent have been paid,

 stating whether or not, to the best knowledge of the party giving the

 statement, the requesting party is in default in performance of any of

 its obligations under this Lease, and, if so, specifying each such

 default of which the party giving the statement shall have knowledge,

 and stating whether or not, to the best knowledge of the party giving

 the statement, any event has occurred which with the giving of notice

 or passage of time, or both, would constitute such a default of the

 requesting party, and, if so, specifying each such event; any such

 statement delivered pursuant hereto shall be deemed a representation

 and warranty to be relied upon by the party requesting the certificate

 and by others with whom such party may be dealing, regardless of

 independent investigation. Tenant also shall include in any such

 statement such other information concerning this Lease as Landlord may

 reasonably request; provided, however, that in no event shall Tenant

 be required to submit Tenant's financial statement(s) in connection

 with a request for an estoppel certificate.

 (c) Irrespective of the place of execution or performance, this Lease

 shall be governed by and construed in accordance with the laws of the

 State of Indiana. If any provision of this Lease or the application

 thereof to any Person or circumstance shall, for any reason and to any

 extent, be invalid or unenforceable,

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 the remainder of this Lease and the application of that provision to

 other Persons or circumstances shall not be affected but rather shall

 be enforced to the extent permitted by law. The table of contents,

 captions, headings and titles in this Lease are solely for convenience

 of reference and shall not affect its interpretation. This Lease shall

 be construed without regard to any presumption or other rule requiring

 construction against the party causing this Lease to be drafted. If

 any words or phrases in this Lease shall have been stricken out or

 otherwise eliminated, whether or not any other words or phrases have

 been added, this Lease shall be construed as if the words or phrases

 so stricken out or otherwise eliminated were never included in this

 Lease and no implication or inference shall be drawn from the fact

 that said words or phrases were so stricken out or otherwise

 eliminated. Each covenant, agreement, obligation or other provision of

 this Lease on Tenant's part to be performed, shall be deemed and

 construed as a separate and independent covenant of Tenant, not

 dependent on any other provision of this Lease. All terms and words

 used in this Lease, regardless of the number or gender in which they

 are used, shall be deemed to include any other number and any other

 gender as the context may require.

 (c) If a party institutes a legal action to enforce the terms of this

 Lease, the unsuccessful party in such action or proceedings shall be

 responsible to reimburse the successful party for the legal costs and

 reasonable attorney's fees incurred by the successful party in

 connection with such action or proceedings.

34. NO ORAL AMENDMENT OR MODIFICATIONS. No amendment or modification of this

Lease, and no approvals, consents or waivers under this Lease shall be valid or

binding unless in writing and executed by the party to be bound.

35. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be deemed or

construed as creating the relationship as principal and agent, or of

partnership, or of joint venture by the parties hereto, it being understood and

agreed that no provision contained in this Lease nor any acts of the parties

hereto shall be deemed creating a relationship other than the relationship of

Landlord and Tenant.

36. SUCCESSORS. The terms, provisions, covenants, promises, and conditions of

this Lease shall extend to and be binding upon the heirs, executors, legal

representatives, successors and assigns of the respective parties hereto.

37. CAPTIONS FOR CONVENIENCE. The headings and captions hereof are for

convenience only and shall not be considered in interpreting the provisions

hereof.

38. COUNTERPARTS. This Lease may be executed in two or more counterparts each of

which shall be deemed an original and all of which shall constitute one and the

same document.

39. TIME OF THE ESSENCE. Time is of the essence under this Lease and all

provisions herein relating thereto shall be strictly construed.

40. SEVERABILITY. If any provision of this Lease shall be held invalid or

unenforceable, the remainder of this Lease shall not be affected thereby, and

the validity, legality and

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enforceability of the remaining provisions contained herein shall not in any way

be affected or impaired thereby.

41. ENTIRE AGREEMENT. This Lease and the exhibits referred to herein, constitute

the final and complete expression of the parties' agreement with respect to the

Premises. Each party agrees that it has not relied upon or regarded as binding

any prior agreements, negotiations, representations, or understandings, whether

oral or written, except as expressly set forth herein.

42. MEMORANDUM OF LEASE. This Lease shall not be recorded. Tenant and Landlord

shall, at the option of Tenant, execute and deliver a memorandum of this Lease

in proper form for the purpose of recording, but said memorandum of this Lease

shall not in any circumstances be deemed to modify or change any of the

provisions of this Lease, the provisions of which shall in all instances

prevail.

43. AUTHORITY. Each individual executing this Lease on behalf of Landlord and

Tenant represents and warrants they are duly authorized to deliver this Lease on

behalf of Landlord and Tenant and that this Lease is binding on Landlord and

Tenant in accordance with its terms.

44. VENUE. The parties hereby stipulate that the exclusive venue of any action

brought in respect of the interpretation hereof or the rights of the parties

hereunder, both during the term of this Agreement or subsequent to any

termination hereof, shall be placed in any state court of general jurisdiction

in Vanderburgh County, Indiana.

45. TRIPLE NET LEASE. It is the intention of the Landlord and Tenant that to the

maximum extent possible this Lease shall be deemed and construed to a "triple

net lease". Tenant shall pay all charges, assessments, impositions, expenses and

obligations of every kind relating to the Premises, which may arise or become

due during the term of this Lease or any extension thereof, all of which Tenant

shall pay on or before the due date thereof.

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 IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed

this Lease as of the day and year first above written,

 BIKE LAND, LLC

 By: /s/ Daniel E. Duckworth

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 (signature)

 Daniel E. Duckworth

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 (printed name)

 Manager

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 (title)

 "Landlord"

 DAN'S COMPETITION, INC.

 By: /s/ Matthew C. Diamond

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 (signature)

 Matthew C. Diamond

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 (printed name)

 President

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 (title)

 "Tenant"

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 Schedule A

The leased real estate is 3,600 square feet, more or less, of a building in the

west one half (1/2) of the following described parcel more particularly

described as follows:

Beginning at a point on the north line of Fourth Street in the City of Mt.

Vernon, Indiana, which point is 90 feet east of a point where a continuation of

the east line of Wood Street in said city northward would intersect said north

line of Fourth Street; thence eastward along said north line of Fourth Street,

50 feet; thence northward at right angles with said north line of Fourth Street

140 feet; thence westward parallel with said Fourth Street 50 feet; thence

southwardly 140 feet to the place of beginning.

ALSO: Beginning on the north line or side of Fourth Street in the City of Mt.

Vernon, in fractional section eight (8), township seven (7) south, range

thirteen (13) west, at a point one hundred ninety-two and one-half (192 1/2)

feet eastwardly from the southwest corner of a tract of land conveyed by John M.

Lockwood and wife to Thornton W. Neal by deed of general warranty dated March

17th, 1864, and recorded in Deed Record No. 1 at page 276 in the Recorder's

Office of Posey County, Indiana; thence northwardly at right angles with Fourth

Street one hundred forty (140) feet; thence eastwardly parallel with said Fourth

Street fifty-one (51) feet; thence southwardly at right angles with the last

mentioned line one hundred forty (140) feet to the north line of Fourth Street;

thence westwardly fifty-one (51) feet to the place of beginning.

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