

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment and Assumption of Lease") is made as of the 3rd day of January, 1996, by TOYS "R" US, INC., a Delaware corporation ("Assignor"), to STAPLES, INC., a Delaware corporation ("Assignee").

WITNESSETH:

6248958

WHEREAS, Heartland West Valley Commercial Limited Partners, a Minnesota limited partnership, as landlord, ("Landlord") and Assignor, as tenant, entered into a Lease Agreement dated May 17, 1990, as amended by that certain First Amendment to Lease dated January 17, 1991 between Landlord and Assignor, (collectively the "Lease") covering certain building premises shown as "Kids R Us Lease Parcel" (the "Demised Premises") on the site plan annexed hereto as Exhibit A (the "Site Plan") located in the Shopping Center as also shown on the Site Plan, all as more particularly set forth in the Lease; and

WHEREAS, to evidence the Lease, Landlord and Assignor entered into that certain Memorandum of Lease dated May 17, 1990, recorded on May 25, 1990 as Instrument #4921426 in the Official Records of Salt Lake County, Utah; and

WHEREAS, the legal description of the Landlord's Parcel is set forth in Exhibit B attached hereto and made a part hereof; and

WHEREAS, Assignor and Assignee have entered into that certain Agreement for Assignment of Lease dated November 20, 1995; and

WHEREAS, Assignee desires to acquire and assume all of Assignor's right, title and interest, as tenant, in and to the Lease, and Assignor desires to assign and transfer all of Assignor's right, title and interest, as tenant, in and to the Lease to Assignee pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, as of the date hereof ("Effective Date"), hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of the right, title and interest of Assignor, as tenant, in and to the Lease, to have and to hold the same from and after the Effective Date, subject to the rents, covenants, conditions and provisions contained in the Lease, and Assignee hereby assumes and agrees to perform and observe all of the terms, covenants and conditions of the Lease on the part of the tenant to be performed or observed, from the Effective Date to the end of the term of the Lease (as may be renewed or extended).

2. Assignor shall defend, indemnify and hold harmless Assignee from and against all liabilities, claims, suits, demands, judgments, costs, expenses, interest and reasonable attorney's fees (including, without limitation, those incurred to enforce this indemnity attorneys' fees) which Assignee may suffer or incur as a result of or in connection with the breach by Assignor prior to the Effective Date, of any of the terms, covenants or conditions of the Lease, and any other instrument to which the Lease is subject and subordinate.

3. Assignee shall defend, indemnify and hold harmless Assignor from and against all liabilities, claims, suits, demands, judgments, costs, expenses, interest and reasonable attorney's fees (including, without limitation, those incurred to enforce this indemnity attorneys' fees) which Assignor may suffer or incur as a result of or in connection with (i) the breach by Assignee, its successors or assigns, on or subsequent to the Effective Date, of

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any of the terms, covenants or conditions of the Lease, and any other instrument to which the Lease is subject and subordinate, and (ii) on or subsequent to the Effective Date, Assignee's use occupation, development and assignment, subletting or other transfer or conveyance of the Demised Premises and/or the Common Area.

4. Assignee represents that it has received complete copies of and has read and is familiar with all of the terms, covenants and conditions contained in the Lease.

5. Assignee does hereby for itself and its successors and assigns accept the assignment set forth herein and expressly assumes the obligations and liabilities of Assignor under the Lease first arising, accruing or being incurred on or after the Effective Date.

6. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Assignor hereby quitclaims to Assignee forever all right, title and interest which Assignor has in and to any leasehold improvements in the Demised Premises.

8. During the term of the Lease, including all renewals and extensions thereof, Assignee or its successors, assigns or subtenants shall:

(a) not use or permit the use of all or any part of the Demised Premises for the sale, rental or distribution of items customarily carried by a modern toy store or a modern infants', juveniles' and children's clothing store, including, without limitation, toys; sporting goods; outdoor play and recreational equipment; wheel goods; layettes; infant and juvenile food or health and beauty aids; children's books or records; infant, juvenile and children's clothing, apparel, shoes, accessories, furnishings, furniture or recreational equipment; family and adult games; computers and accompanying software; video, electronic and computer games and equipment including, without limitation, game cartridges and consoles or other mechanical equipment necessary to play such games. The foregoing is not intended to prohibit or restrict the sale of personal computers or personal computer game software, books and records with contents primarily for computers. For the purpose hereof, personal computer and personal computer & software shall be deemed to be distinguished from video and electronic games based upon the ability of personal computers to be programmed and used for multiple application and the ability to retain and retrieve preloaded software. The restrictions set forth in this paragraph shall not apply to any sale, rental or distribution of the above described products which is "incidental" to the business conducted thereat. For purposes hereof, "incidental" shall mean (except with respect to Video Games) a use for the sale, rental or distribution of such items individually or in the aggregate in an area of not greater than one thousand five hundred (1,500) square feet of sales and/or display area or ten (10%) percent of the sales and/or display area of any store operated on the Demised Premises, including aisle space (whichever is less).

For purposes hereof with respect to Video Games, "incidental" shall mean a use for the sale, rental or distribution of Video Games individually, or in the aggregate in an area of not greater than four hundred (400) square feet of sales and/or display area or ten (10%) percent of the sales and/or display area of any such store, including aisle space (whichever is less);

(b) not perform any exterior construction, alterations, repairs, replacements or maintenance during the months of October, November and December;

The covenants herein contained shall run with the land and shall be

binding upon Assignee and its successors, subtenants and assigns and shall inure to the benefit of Assignor and its successors, subtenants and assigns.

9. During that part of the term of the Lease, or any renewals or extensions thereof, that Assignee is open in the Demised Premises to the public as an office supply superstore, Assignor covenants and agrees that it will not use, lease or permit to be used the premises which are situated adjacent to the Demised Premises and are demised by Assignor from Landlord, as an office supply superstore. This covenant shall be binding upon Assignor and its successors, subtenants and assigns and shall inure to the benefit of Assignee and its successors, subtenants and assigns.

10. Unless expressly otherwise stated herein, the defined terms used herein shall be deemed to have the same meaning ascribed to them in the Lease.

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been executed as of the day and year first above written.

ATTEST:

ASSIGNOR:

TOYS "R" US, INC., a Delaware corporation

By: Michael L. Tumolo
Name: Michael L. Tumolo
Title: Assistant Secretary

By: Michael Paul Miller
Name: Michael Paul Miller
Title: Sr. Vice President -
Real Estate

[SEAL]

ATTEST:

STAPLES, INC., a Delaware corporation

By: Robert Eschle
Name: Robert Eschle
Title: Vice President

By: Henry Elcock
Name: Henry Elcock
Title: Vice President

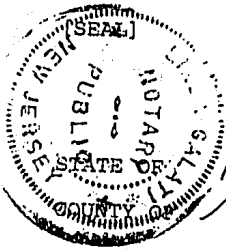
[SEAL]

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this the 21 day of December, 1995, before me, the undersigned officer, personally appeared *Michael R. Miller* and *Michael Tumolo*, who acknowledge themselves to be the *Sr. Vice President-Real Estate* and *ASSISTANT SECRETARY*, respectively, of *TOYS "R" US, INC.*, a Delaware corporation and that they as such *Sr. Vice President Real Estate & ASSISTANT SECRETARY*, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Linda Calati
Notary Public

LINDA CALATI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 9, 2000

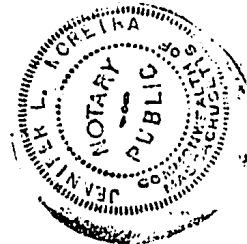
On this the 2nd day of January, 1996, before, the undersigned officer, personally appeared *Henry Fieck* and *Robert Goehle*, who acknowledged themselves to be the *Vice President* and *Vice President*, respectively, of *STAPLES, INC.*, a Delaware corporation and that they as such *Vice President* and *Vice President*, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation by themselves as *Vice President* and *Vice President*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[SEAL]

Jennifer L. Moreira
Notary Public

JENNIFER L. MOREIRA
Notary Public
My Commission Expires December 4, 1998



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EXHIBIT "A"

(not attached hereto)

BK7302PG2960

EXHIBIT "B"

A part of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2700 West Street; being 501.25 feet South 0°00'44" West along the East line of said Northwest Quarter and 33.00 feet South 89°53'20" West from the Northeast corner of said Northwest Quarter of Section 33; running thence South 0°00'44" West 51.845 feet, thence South 89°56'30" West 167.00 feet; thence South 0°00'44" West 52.58 feet; thence South 89°56'30" West 201.91 feet; thence South 0°00'44" West 113.92 feet; thence South 89°56'30" West 130.00 feet to the East line of Market Street; thence along the Easterly line of Market Street as follows: North 0°00'20" East 46.88 feet; Northwesterly along the arc of a 526.66 foot radius curve to the left 183.99 feet (long chord bears North 10°00'10" West 183.06 feet, central angle equals 20°01'00") and Northwesterly along the arc of a 466.66 foot radius curve to the right 16.87 feet (long chord bears North 18°58'32" West 16.87 feet, central angle equals 2°04'16"); thence leaving said Easterly line North 89°53'20" East 276.24 feet; thence South 0°00'44" West 25.30 feet; thence North 89°53'20" East 260.00 feet to the point of beginning.

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01/03/96 10:12 AM
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: V ASHBY , DEPUTY - WI

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