

Record and return to:
OFFICE DEPOT, INC.
2200 Old Germantown Road
Delray Beach, FL 33445
Attention: Bea Williams

RECOGNITION AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made and entered into as of the 17 day of July, 1999, by and between ARTHUR D. SWEET, an individual (hereinafter "Master Lessor"), and OFFICE DEPOT, INC., a Delaware corporation (hereinafter "Depot").

WITNESSETH:

WHEREAS, Master Lessor is the successor lessor under that certain lease (the "Master Lease") dated December 15, 1992, by and between Arthur D. Sweet, Trustee for the Sweet Family Trust, and Key Bank of Utah, Trustee of the Sweet Trust, as lessor, and Ogden True Value, Inc., a Utah corporation, ("Sublandlord"), a memorandum of which is recorded in Book 2056, Page 1826 of the Public Records of Weber County, Utah, the initial term of which expires March 1, 2008, subject to three (3) options to extend such term for additional periods of five (5) years each; and

WHEREAS, the premises demised under the Master Lease consist of certain land and improvements comprising the Center (as particularly described in the Master Lease) located on a certain tract of improved property legally described as set forth on EXHIBIT A attached hereto and made a part hereof (together, the "Center"); and

WHEREAS, Sublandlord and Depot have, or are about to, enter into a sublease (the "Sublease"), dated July 22, 1999, for that certain real property lying, being and situate in the County of Weber, City of Ogden, State of Utah, together with the building containing approximately Twenty-four Thousand Seven Hundred Seventy-four (24,774) square feet erected thereon ("Premises") located in the Center. Such Sublease grants to Subtenant, its successors, subtenants and assigns, and their respective concessionaires, officers, employees, agents, customers and invitees, a non-exclusive easement (in common with other occupants of the Center) to use the common areas of the Center for their intended purposes (e.g., parking, access, ingress, egress);

WHEREAS, it is the mutual desire of the Master Lessor and Depot to assure Depot's possession of the Premises upon the terms and condition set forth in the Sublease, irrespective of the termination or expiration of the Master Lease, and, further, establish certain contractual rights, obligations and agreements between each other relative to the Premises, the Master Lease and the Sublease, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event of the termination or expiration of the Master Lease prior to the end of the term of the Sublease (as same may have been extended by the terms thereof), and provided that Depot is not then in default under the Sublease beyond applicable notice and the expiration of cure periods, Depot's peaceful and quiet enjoyment and possession of the Premises shall not be disturbed, nor shall the rights and entitlements of Depot under the Sublease be affected in any manner; and the Sublease shall continue in full force and effect as a direct lease with the Master Lessor upon all the same terms and conditions thereof; and in such event Depot agrees to attorn to and recognize the Master Lessor as the lessor under the Sublease and to pay all rents and additional rents payable thereunder to the Master Lessor; and the rights and obligations of Depot and the Master Lessor, as to each other, shall be identical to those between the lessee and the lessor (respectively) under the Sublease.

2. Master Lessor hereby certifies to Depot, its successors and assigns, knowing that same will be relied upon by Depot, as follows:

(a) That the Master Lease is currently in full force and effect, and that no defaults exist thereunder nor has any event or circumstance occurred which with the giving of notice or passage of time would constitute a default under the Master Lease.

(b) A correct and complete copy of the Master Lease (inclusive of all amendments, modifications and exhibits thereof) is attached hereto as EXHIBIT B; provided, however the copy of this Agreement recorded in the Official Records of Weber County shall not include such exhibit.

(c) The undersigned (Master Lessor) hereby grants its consent to the Sublease.

(d) The undersigned (Master Lessor) further consents to the granting to Depot of an option (in addition to the three [3] five [5] year extension options provided in Section 1.1.9 of the Sublease) to extend the Sublease Term through and including the date which is twenty-five (25) years after the "Sublease Term Commencement Date" (as defined in Section 2.3 of the Sublease), and agrees that during any portion of the Sublease Term (as extended) which continues after the expiration of the term of the Master Lease, the Sublease shall continue in full force and effect as a direct lease with the Master Lessor upon all the same terms and conditions thereof.

3. Depot has delivered to Master Lessor the plans and specifications identified in EXHIBIT C annexed hereto and hereby made a part hereof depicting and describing Depot's plans for renovations of the Premises; provided, however the copy of this Agreement recorded in the Official Records of Weber County shall not include such exhibit. Said plans and specifications and the renovations depicted and described therein are hereby approved by Master Lessor. Master Lessor further agrees that so long as the Sublease shall remain in full force and effect, Depot may make such further alterations and modifications to the Premises as may be required, but only to the extent permitted under the Sublease.

4. Master Lessor agrees that so long as the Sublease shall remain in full force and effect:

(i) The Premises may be used for the operation of an office supply and products store, and for any other use permitted by the terms of the Sublease;

(ii) Master Lessor shall permit insurance, eminent domain, condemnation and similar proceeds and/or awards relating to the Premises to be used as required or permitted by the provisions of the Sublease;

(iii) Depot and its concessionaires, officers, employees, agents, customers and invitees shall have a non-exclusive easement (in common with the other occupants of the Shopping Center and their employees, agents, customers and invitees) to use the Common Areas (as shown on the Site Plan attached to the Sublease as Exhibit B thereto) for the intended purposes (e.g. parking, access, ingress and egress). Depot shall have the exclusive use of its loading/receiving area (including the truckwell and loading dock) and trash compactor area.

5. Master Lessor shall not in the exercise of any of the rights arising or which may arise out of the Master Lease or of any instrument modifying or amending the same or entered into in substitution and replacement thereof, disturb or deprive Depot in, or of, its possession or its right to possession of the Premises or of any right or privilege granted to or inuring to the benefit of Depot under the Sublease.

6. Master Lessor agrees to simultaneously forward to Depot a copy of any and all notices and/or demands given to Lessee under the Master Lease. Any notices, consents, approvals, submissions, demands or other communications (hereinafter a "Notice") given under this agreement shall be in writing. Unless otherwise required by law or governmental regulation, Notices shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid or by an overnight courier service, providing for delivery upon receipt: (i) to Master Lessor, at the address of Master Lessor as hereinabove set forth or such other address as Master Lessor may designate by Notice to the other parties hereto, (ii) to Depot, at the address of Depot as hereinabove set forth or such other address or persons as Depot may designate by notice to the other parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

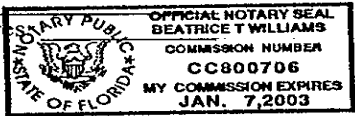
8. Modifications. This Agreement may not be amended, modified or terminated except by agreement in writing duly executed by both parties hereto.

9. Lessee's Default. If Lessee should ever be in default beyond applicable notice and cure periods, if any, under the Master Lease, and the Master Lease shall be in jeopardy due to Lessee's failure to timely cure such default, and provided Lessee is not diligently contesting such default in good faith, then Depot shall have the right (but not the obligation) to cure the default on behalf of Lessee and at Lessee's cost and account. Lessee shall promptly reimburse Depot for any reasonable costs incurred by Depot in connection with Depot's efforts to cure Lessee's default; and Depot shall have the right to deduct such costs from its rental obligations under the Sublease if Lessee fails to so reimburse Depot within thirty (30) days after Depot's demand therefor accompanied by bills or receipts evidencing such costs.

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

On this 8 day of July, 1999, personally appeared before me, a Notary Public in and for the State of Florida, Beatrice Williams, as V.P. and Esq. - legal of OFFICE DEPOT, INC., a Delaware corporation, who acknowledged that he / she executed the foregoing in behalf of said corporation by authority of a resolution of its Board of Directors for the purposes therein expressed and that the said corporation executed the same.

Beatrice Williams
Print Name: _____ (Seal)
Notary Public, State of Florida
Residing at _____
My commission expires _____



STATE OF UTAH)
) SS:
COUNTY OF WEBER)

On this 19 day of July, 1999, personally appeared before me, a Notary Public in and for the State of Utah, Conrad Nebeker, who executed the foregoing as President of OGDEN TRUE VALUE, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and he acknowledges to me that the said corporation executed the same.

Pamela Garrett
Print Name: Pamela Garrett (Seal)
Notary Public, State of UTAH
Residing at Weber County - 1256 Marilyn Dr.
My Commission expires: 7/8/2000

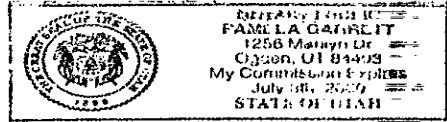


EXHIBIT A*

SHOPPING CENTER LEGAL DESCRIPTION

The Shopping Center is comprised of Parcels I, II, III and IV, legally described as follows:

PARCEL I

PART OF LOTS 2, 5, AND 9, ALL OF LOTS 3 AND 4, BLOCK 3, PLAT "A", OGDEN CITY SURVEY, OGDEN CITY, WEBER COUNTY, UTAH. BEING MORE PARTICULARLY DESCRIBED) AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, IN SAID BLOCK 3, RUNNING THENCE WEST 132 FEET ALONG THE SOUTH LINE OF SAID LOT 2, THENCE NORTH 66 FEET. THENCE WEST 198 FEET TO THE WEST LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST LINE OF WASHINGTON BLVD., THENCE NORTH 368.55 FEET ALONG THE EAST LINE OF WASHINGTON BLVD. TO A POINT WHICH

IS NORTH 37.5 FEET FROM THE SOUTHWEST CORNER OF LOT 5, IN SAID BLOCK 3; THENCE EAST 330 FEET TO THE EAST LINE OF SAID LOT 5, THENCE SOUTH 37.5 FEET TO THE NORTHWEST CORNER OF LOT 9, IN SAID BLOCK 3, THENCE EAST 165 FEET, THENCE SOUTH 66.55 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 9, THENCE WEST 93.5 FEET, MORE OR LESS TO A POINT 258.5 FEET WEST FROM THE EAST LINE OF SAID LOT 9, THENCE SOUTH 66.5 FEET, THENCE WEST 71.5 FEET TO THE WEST LINE OF SAID LOT 9, THENCE SOUTH 257.3 FEET, MORE OR LESS ALONG THE EAST LINE OF LOTS 2, 3, AND 4, IN SAID BLOCK 3, TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

01-003-0010

PARCEL II

PART OF LOT 10, BLOCK 3, PLAT "A", OGDEN CITY SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE EAST 1.99 FEET, THENCE SOUTH 21.75 FEET, THENCE WEST 1.99 FEET TO THE WEST LINE OF SAID LOT 10, THENCE NORTH ALONG SAID LINE 21.75 FEET TO BEGINNING.

01-003-0041

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

~~01-003-0097~~

PARCEL III

PART OF LOT 10, BLOCK 3, PLAT "A", OGDEN CITY SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF RIGHT OF WAY 280.4 FEET WEST AND 21.75 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE WEST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY 49.6 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 10, THENCE SOUTH 54.25 FEET, THENCE EAST 49.6 FEET MORE OR LESS TO

A POINT SOUTH OF BEGINNING, THENCE NORTH 54.25 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

PARCEL IV

01-003-0040

PART OF LOT 10, BLOCK 3, PLAT "A" OGDEN CITY SURVEY: BEGINNING ON THE SOUTH LINE OF A CERTAIN RIGHT OF WAY KNOWN AS ROSE COURT (DOXEY STREET), AT A POINT 21.7 FEET SOUTH AND 240.4 FEET WEST

OF THE NORTHEAST CORNER OF SAID LOT 10, RUNNING THENCE WEST 40 FEET; THENCE SOUTH 54.25 FEET; THENCE EAST 32.9 FEET; THENCE SOUTH 6.5 FEET; THENCE EAST 7.1 FEET; THENCE NORTH 60.75 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED DOXEY STREET ABUTTING THEREON.

*

01-003-0039

Sublandlord hereby warrants and represents that the above legal description conforms to the Shopping Center as depicted on the Site Plan.