

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND SUBLEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND SUBLEASE ("Assignment and Assumption"), is entered into as of _____, 2011, by and between Borders, Inc., a Colorado corporation ("Assignor"), and Agree Indianapolis LLC, an Indiana limited liability company ("Assignee").

RECITALS:

WHEREAS, Indianapolis Store No. 16 L.L.C., a Delaware limited liability company ("Landlord") and Assignor, as Lessee, entered into that certain Lease Agreement dated November 25, 2002, (the "Lease"), relating to a building containing approximately 26,734 square feet and adjoining land as described in Exhibits A and B to the Lease and more commonly known as 5612 Castleton Corner Drive, Indianapolis, Indiana 46250 (the "Demised Premises");

WHEREAS, Pursuant to a Sublease Agreement dated December 4, 2007, as amended by the First Amendment to Lease dated January 3, 2011 (the "Sublease"), a true and correct copy of which is attached hereto as Exhibit A, Lessee has subleased the entire Demised Premises to Amish Furniture Mart, Inc., an Illinois Corporation d/b/a Simply Amish of Castleton ("Subtenant");

WHEREAS, On February 16, 2011, Borders Group, Inc. and its affiliates ("Debtors") including the Assignor, commenced a case under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code"), which is now pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under consolidated case styled and numbered *In re Borders Group, Inc., et al.* (11-10614) (MG) (the "Bankruptcy Proceedings" or the "Chapter 11 Case");

WHEREAS, Landlord has the authority to consent to this Assignment and Assumption;

WHEREAS, all capitalized terms, if not defined in this Assignment and Assumption, shall have the same meaning as defined in the Lease and Sublease; and

WHEREAS, Assignor desires to assign all of its right, title, interest and obligation in to, and under the Lease and Sublease to Assignee, and Assignee desires to assume, observe and perform all of the Assignor's right, title, interest and obligations in, to, and under the Lease and Sublease, in accordance with the terms, covenants, and conditions described below;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that upon the Effective Date set forth herein:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. Validity of Lease and Sublease. Assignor hereby warrants and represents to Assignee and Landlord that, to Assignor's knowledge, the Lease and Sublease are valid, in good standing, and in full force and effect and that, there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Lessee, or the Landlord, as the Lessor, under the terms of the Lease or constitute a default by Assignor, as the Sublessor, or Subtenant, as the Sublessee, under the terms of the Sublease and that Assignor and Subtenant have fully performed all of the covenants and obligations on their part to be performed and observed under the Sublease and neither have done or permitted any act(s) in violation of any of the covenants or provisions or terms of the Sublease, and that there is not now in existence any reason or claim to offset, deduct or decrease any payments due under the Sublease. Assignor warrants and represents, to Assignor's knowledge, that as of the date

of this Assignment and Assumption there are no amounts owed to Subtenant by Assignor pursuant to the terms of the Sublease whether as a result of excess payments made by Subtenant to Assignor pursuant to Section 7.3 or 8.1 of the Sublease or otherwise. Assignor also warrants and represents that Assignor shall indemnify and hold Assignee and Landlord harmless from all costs, charges, liability, damages and expenses (including attorney fees) incurred by Assignee or Landlord as a result of any amounts due Subtenant after the Effective Date which accrued prior to the Effective Date or as a result of any breach of the Sublease by Assignor on or prior to the Effective Date. Assignor warrants and represents that Assignor has not previously assigned the Lease or Sublease, and, upon satisfaction of the condition precedent identified in Paragraph 7.d below, Assignor shall have the full right and authority to execute this Assignment and Assumption and to consummate the transactions contemplated herein. Assignor further warrants and represents that a true and correct copy of the Sublease is attached hereto as Exhibit A and said Sublease has not been amended except as specifically stated herein.

3. Effective Date. This Assignment and Assumption and each of its provisions are effective on the date of the Bankruptcy Court's entry of an order approving the assumption and assignment of the Lease and Sublease (the "Effective Date"). Debtors shall seek bankruptcy court approval with a hearing to be held on or before June 30, 2011 and an Order entered no later than June 30, 2011. If the Bankruptcy Court does not enter an order approving the assumption and assignment of the Lease and Sublease, as set forth in this Assignment and Assumption, this agreement shall be null and void in all respects.

4. Assignment. As of the Effective Date, Assignor does by these presents hereby grant, bargain, sell, convey, transfer, assign and deliver unto Assignee all of Assignor's right, title, and interest in the Lease and the Sublease, and in and to the leasehold estates created by the Lease and the Sublease.

5. Acceptance. As of the Effective Date, Assignee accepts the assignment of the Lease and Sublease, and in and to the leasehold estates created by the Lease and Sublease. Assignee further assumes and agrees to observe and perform all of the obligations of Lessee under the Lease and of Sublessor under the Sublease, from and after the Effective Date (except as may be provided otherwise in this Assignment and Assumption), as fully and completely as though Assignee were the original Lessee under the Lease and the original Sublessor under the Sublease.

6. Assignor Released. This Assignment and Assumption shall release, and Landlord does release, Assignor as of the Effective Date from any and all liability or obligations first arising under the Lease and Sublease after the Effective Date except as may be provided otherwise in this Assignment and Assumption. Assignee also warrants and represents that Assignee shall indemnify and hold Assignor harmless from all costs, charges, liability, damages and expenses (including reasonable attorney fees) incurred by Assignor as a result of any amounts due Subtenant after the Effective Date, which accrued after the Effective Date or as a result of any breach of the Sublease by Assignee after the Effective Date.

7. Conditions Precedent. Landlord's consent to this Assignment and Assumption and Assignee's acceptance of the assignment of the Lease and Sublease are expressly contingent and pre-conditioned upon the satisfaction of all of the following:

- a. Assignor assigning its interest in the letter of credit security deposit referenced in Section 2.5 of the Sublease to Assignee and cooperate and assist Assignee and Subtenant in providing Assignee a newly issued letter of credit from the issuing institution recognizing Assignee as the new beneficiary of the letter of credit;
- b. Assignor shall notify Subtenant in writing that the Sublessor's interest in the Sublease has been assumed by Assignee and all basic rent, occupancy charges and other payments required by the Sublease be paid directly to Assignee;
- c. Assignor shall provide Assignee and Landlord an estoppel certificate substantially in the form attached hereto as Exhibit B, containing the information required by Section 12.2 of the Sublease

along with the Subtenant's acknowledgement of the assignment of the Sublease from Assignor to Assignee and Subtenant's recognition of the Assignee as the Sublessor under the Sublease; and

d. The Bankruptcy Court's approval of this Assignment and Assumption;

8. Assignor Estoppel. Assignor shall execute and deliver to Assignee and Landlord an estoppel certificate in a form reasonably acceptable to Assignee and Landlord.

9. Mutual Indemnification. Assignee agrees to indemnify and hold Assignor harmless from any and all third-party claims arising from or related to liability, loss, cost or expense arising after the Effective Date with respect to the Demised Premises. Assignor agrees to indemnify and hold Assignee and Landlord harmless from any and all third-party claims arising from or related to liability, loss, cost or expense arising on or before the Effective Date with respect to the Demised Premises.

10. Modification. This Assignment and Assumption shall not be modified except by written instrument subscribed to by Assignor, Assignee and Landlord. Except as specifically amended by this Assignment and Assumption, all of the terms, provisions, agreements, covenants and conditions contained in the Lease and Sublease are and shall remain, unchanged and in full force and effect. All terms and definitions, capitalized or otherwise, used in this Assignment and Assumption not herein defined are to be given the definition of the term as provided in the Lease, unless specifically stated otherwise.

11. Inurement. The terms and conditions of this Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

12. Headings. The section and paragraph headings contained in this Assignment and Assumption are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment and Assumption.

13. Counterparts. This Assignment and Assumption may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

14. Construction. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State wherein the Demised Premises are located and the applicable provisions of the Bankruptcy Code.

15. Miscellaneous Provision. To the extent of any conflict between the Lease, Sublease and this Assignment and Assumption the terms and provisions of this Assignment and Assumption shall govern and control, and any conflicting terms and provisions of the Lease and/or Sublease shall be deemed amended to the extent necessary not to conflict with the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be made this _____ day of _____, 2011.

ASSIGNOR:

BORDERS, INC.

By: _____

Its: _____

ASSIGNEE:

AGREE INDIANAPOLIS LLC

By: _____

Its: _____

CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease described in the foregoing Assignment and Assumption, does hereby consent to the foregoing assignment from Assignor to Assignee on the conditions set forth therein. Landlord hereby warrants and represents that the Lease is valid, in good standing, and in full force and effect and that, to Landlord's knowledge, there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Lessee, or the Landlord, as the Lessor, under the terms of the Lease.

INDIANAPOLIS STORE NO. 16 L.L.C.

By: _____

Its: _____

CONSENT OF GUARANTOR

Borders Group, Inc., a Michigan corporation, the Guarantor of the Lease pursuant to a Lease Guaranty Agreement dated as of November 25, 2002, does hereby consent to the foregoing assignment from Assignor to Assignee on the conditions set forth therein.

BORDERS GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

W0186063

EXHIBIT A

SUBLEASE

EXHIBIT B

SUBTENANT ESTOPPEL CERTIFICATE

EXHIBIT B

BOYNTON ASSUMPTION AND ASSIGNMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND SUBLEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AND SUBLEASE ("Assignment and Assumption"), is entered into as of _____, 2011, by and between Borders, Inc., a Colorado corporation ("Assignor"), and Agree Boynton LLC, a Florida limited liability company ("Assignee").

RECITALS:

WHEREAS, Agree Limited Partnership, a Delaware limited partnership ("Landlord") and Assignor, as Lessee, entered into that certain Lease Agreement dated July 23, 2004, (the "Lease"), relating to a building containing approximately 20,745 feet and adjoining land as described in Exhibit A to the Lease (the "Demised Premises") located in the City of Boynton Beach, Palm Beach County, Florida;

WHEREAS, Pursuant to a Sublease Agreement dated February 1, 2006 (the "Sublease"), a true and correct copy of which is attached hereto as Exhibit A, Lessee has subleased the entire Demised Premises to Off Broadway Shoes, Inc., a Georgia Corporation ("Subtenant");

WHEREAS, On February 16, 2011, Borders Group, Inc. and its affiliates ("Debtors") including the Assignor commenced a case under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the "Bankruptcy Code"), which is now pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") under consolidated case styled and numbered *In re Borders Group, Inc., et al.* (11-10614) (MG) (the "Bankruptcy Proceedings" or the "Chapter 11 Case");

WHEREAS, Landlord has the authority to consent to this Assignment and Assumption;

WHEREAS, all capitalized terms, if not defined in this Assignment and Assumption, shall have the same meaning as defined in the Lease and Sublease; and

WHEREAS, Assignor desires to assign all of its right, title, interest and obligation in to, and under the Lease and Sublease to Assignee, and Assignee desires to assume, observe and perform all of the Assignor's right, title, interest and obligations in, to, and under the Lease and Sublease, in accordance with the terms, covenants, and conditions described below;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed that upon the Effective Date set forth herein:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.

2. Validity of Lease and Sublease. Assignor hereby warrants and represents to Assignee and Landlord that, to Assignor's knowledge, the Lease and Sublease are valid, in good standing, and in full force and effect and that, there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Lessee, or the Landlord, as the Lessor, under the terms of the Lease or constitute a default by Assignor, as the Sublessor, or Subtenant, as the Sublessee, under the terms of the Sublease and that Assignor and Subtenant have fully performed all of the covenants and obligations on their part to be performed and observed under the Sublease and neither have done or permitted any act(s) in violation of any of the covenants or provisions or terms of the Sublease, and that there is not now in existence any reason or claim to offset, deduct or decrease any payments due under the Sublease. Assignor warrants and represents, to Assignor's knowledge, that as of the date

of this Assignment and Assumption there are no amounts owed to Subtenant by Assignor pursuant to the terms of the Sublease whether as a result of excess payments made by Subtenant to Assignor pursuant to Sections 6.1, 7.3 or 8.1 of the Sublease or otherwise. Assignor also warrants and represents that Assignor shall indemnify and hold Assignee and Landlord harmless from all costs, charges, liability, damages and expenses (including attorney fees) incurred by Assignee or Landlord as a result of any amounts due Subtenant after the Effective Date which accrued prior to the Effective Date or as a result of any breach of the Sublease by Assignor on or prior to the Effective Date. Assignor warrants and represents that Assignor has not previously assigned the Lease or Sublease, and upon satisfaction of the condition precedent identified in Paragraph 7c below, Assignor shall have the full right and authority to execute this Assignment and Assumption and to consummate the transactions contemplated herein. Assignor further warrants and represents that a true and correct copy of the Sublease is attached hereto as Exhibit A and said Sublease has not been amended except as specifically stated herein.

3. Effective Date. This Assignment and Assumption and each of its provisions are effective on the date of the Bankruptcy Court's entry of an order approving the assumption and assignment of the Lease and Sublease (the "Effective Date"). Debtors shall seek bankruptcy court approval with a hearing to be held on or before June 30, 2011 and an Order entered no later than June 30, 2011. If the Bankruptcy Court does not enter an order approving the assumption and assignment of the Lease and Sublease, as set forth in this Assignment and Assumption, this agreement shall be null and void in all respects.

4. Assignment. As of the Effective Date, Assignor does by these presents hereby grant, bargain, sell, convey, transfer, assign and deliver unto Assignee all of Assignor's right, title, and interest in the Lease and the Sublease, and in and to the leasehold estates created by the Lease and the Sublease.

5. Acceptance. As of the Effective Date, Assignee accepts the assignment of the Lease and Sublease, and in and to the leasehold estates created by the Lease and Sublease. Assignee further assumes and agrees to observe and perform all of the obligations of Lessee under the Lease and of Sublessor under the Sublease, from and after the Effective Date (except as may be provided otherwise in this Assignment and Assumption), as fully and completely as though Assignee were the original Lessee under the Lease and the original Sublessor under the Sublease.

6. Assignor Released. This Assignment and Assumption shall release, and Landlord does release, Assignor as of the Effective Date from any and all liability or obligations first arising under the Lease and Sublease after the Effective Date except as may be provided otherwise in this Assignment and Assumption. Assignee also warrants and represents that Assignee shall indemnify and hold Assignor harmless from all costs, charges, liability, damages and expenses (including reasonable attorney fees) incurred by Assignor as a result of any amounts due Subtenant after the Effective Date, which accrued after the Effective Date or as a result of any breach of the sublease by Assignee after the Effective Date.

7. Conditions Precedent. Landlord's consent to this Assignment and Assumption and Assignee's acceptance of the assignment of the Lease and Sublease are expressly contingent and pre-conditioned upon the satisfaction of all of the following:

- a. Assignor shall notify Subtenant in writing that the Sublessor's interest in the Sublease has been assumed by Assignee and all basic rent, occupancy charges and other payments required by the Sublease be paid directly to Assignee;
- b. Assignor shall provide Assignee and Landlord an estoppel certificate substantially in the form attached hereto as Exhibit B, containing the information required by Section 12.2 of the Sublease along with the Subtenant's acknowledgement of the assignment of the Sublease from Assignor to Assignee and Subtenant's recognition of the Assignee as the Sublessor under the Sublease; and
- c. The Bankruptcy Court's approval of this Assignment and Assumption.

8. Assignor Estoppel. Assignor shall execute and deliver to Assignee and Landlord an estoppel certificate

in a form reasonably acceptable to Assignee and Landlord.

9. Mutual Indemnification. Assignee agrees to indemnify and hold Assignor harmless from any and all third-party claims arising from or related to liability, loss, cost or expense arising after the Effective Date with respect to the Demised Premises. Assignor agrees to indemnify and hold Assignee and Landlord harmless from any and all third-party claims arising from or related to liability, loss, cost or expense arising on or before the Effective Date with respect to the Demised Premises.

10. Modification. This Assignment and Assumption shall not be modified except by written instrument subscribed to by Assignor, Assignee and Landlord. Except as specifically amended by this Assignment and Assumption, all of the terms, provisions, agreements, covenants and conditions contained in the Lease and Sublease are and shall remain, unchanged and in full force and effect. All terms and definitions, capitalized or otherwise, used in this Assignment and Assumption not herein defined are to be given the definition of the term as provided in the Lease, unless specifically stated otherwise.

11. Inurement. The terms and conditions of this Assignment and Assumption shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

12. Headings. The section and paragraph headings contained in this Assignment and Assumption are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment and Assumption.

13. Counterparts. This Assignment and Assumption may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall together constitute one and the same instrument.

14. Construction. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State wherein the Demised Premises are located and the applicable provisions of the Bankruptcy Code.

15. Miscellaneous Provision. To the extent of any conflict between the Lease, Sublease and this Assignment and Assumption the terms and provisions of this Assignment and Assumption shall govern and control, and any conflicting terms and provisions of the Lease and/or Sublease shall be deemed amended to the extent necessary not to conflict with the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be made this _____ day of _____, 2011.

ASSIGNOR:

BORDERS, INC.

By: _____

Its: _____

ASSIGNEE:

AGREE BOYNTON LLC

By: _____

Its: _____

CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease described in the foregoing Assignment and Assumption, does hereby consent to the foregoing assignment from Assignor to Assignee on the conditions set forth therein. Landlord hereby warrants and represents that the Lease is valid, in good standing, and in full force and effect and that, to Landlord's knowledge, there is no condition or state of facts now in existence, which, if not corrected, would constitute a default by Assignor, as the Lessee, or the Landlord, as the Lessor, under the terms of the Lease.

Agree Limited Partnership

By: _____

Its: _____

CONSENT OF GUARANTOR

Borders Group, Inc., a Michigan corporation, the Guarantor of the Lease pursuant to a Lease Guaranty Agreement dated as of July 23, 2004, does hereby consent to the foregoing assignment from Assignor to Assignee on the conditions set forth therein.

BORDERS GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

W0186074

EXHIBIT A

SUBLEASE

EXHIBIT B

SUBTENANT ESTOPPEL CERTIFICATE

EXHIBIT C

PROPOSED ORDER