

Accommodation only
When recorded, return to:

Jo-Ann Stores, LLC
Attn: Wendy Blasick, Paralegal
5555 Darrow Road
Hudson, OH 44236

ENT 20971:2015 PG 1 of 9
Jeffery Smith
Utah County Recorder
2015 Mar 16 01:04 PM FEE 29.00 BY SS
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

This instrument was prepared by:

Matthew E. Senra, Esq.
Jo-Ann Stores, LLC
5555 Darrow Road
Hudson, OH 44236

NCS- 706413-SF

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made as of the 3rd day of March, 2015, by and among **Pacific Western Bank**, a California state-chartered bank ("Lender"), **Family Center Orem Shopping Center, LLC**, a Delaware limited liability company ("Landlord") successor-in-interest to Excel Orem LLC, successor-in-interest to University Square Associates, and **Jo-Ann Stores, LLC**, an Ohio limited liability company ("Tenant"), f/k/a Jo-Ann Stores, Inc.

Reference is made to a loan (the "Mortgage") from Lender to Landlord, dated January 26th 2015, and recorded on January 30th, 2015, as instrument number 7293:2015, in Orem, Utah County, Utah.

Reference is made to a lease dated September 12, 2001 and all subsequent amendments and modifications by and between Tenant and Landlord (the "Lease") of certain premises situated within the property known as The Family Center at Orem Shopping Center located in Orem, UT, and as legally described on Exhibit A attached hereto and incorporated by reference herein and covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Lender consents to the Lease and the provisions thereof.
2. Subject to the terms hereof, the Lease is and will be subject and subordinate at all times to the lien of the Mortgage and to all renewals and extensions of the Mortgage ("Amendments") to the full extent of all amounts secured thereby and interest thereon, provided, however, such Amendments do not expand Tenant's obligations or limit Tenant's rights under the Lease (except as agreed to in this Agreement).
3. If the holder of the Mortgage, or any person claiming under the holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), succeeds to the interest of Landlord in the Lease, then Tenant will recognize and attorn to the holder, or such other person, as its landlord under the Lease.

4. In the event of foreclosure or other right asserted under the Mortgage by the holder thereof, the Lease and all of the rights of Tenant thereunder will continue in full force and effect and will not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except in the case of a material default by Tenant under the terms of the Lease continuing after notice to Tenant and beyond any applicable notice and grace period and otherwise in accordance with the Lease. Tenant shall not be subject to any pre-foreclosure remedies asserted under the Mortgage or related loan documents. Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

5. If Lender succeeds to the interest of Landlord under the Lease, Tenant will have the same rights and remedies against Lender for any default under the Lease, but Lender will not be:

- (a) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature of which Lender has received notice, and latent or patent defects in construction to the same extent that any prior landlord would be liable but nothing herein will be construed to limit Lender's maintenance and repair obligations in its capacity as landlord under the Lease;
- (b) subject to any off-sets or abatements against rent that Tenant may have against any prior landlord (including Landlord) due to a default under the Lease, except (i) for those which, as of the date of foreclosure, were already commenced or notice of their commencement was sent, (ii) for the exercise of rights expressly set forth in the Lease, and (iii) for those relating to continuing defaults identified in subsection (a) above it being understood that nothing in this clause is deemed to exclude Lender from responsibility for (A) any "self-help" and "set-off" remedies in the Lease, including, but not limited to, remedies for repairs and maintenance required of the Landlord under the Lease from and after the date Lender takes title to the Premises, whether or not the need for such repairs or maintenance accrued before or after such date and (B) any "set-off" remedies related to the "exclusive use", "co-tenancy" or "prohibited use" provisions in the Lease;
- (c) bound by any Fixed Minimum Rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease or actually received by Lender;
- (d) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one month in advance to Landlord or any prior landlord unless (i) such sums are actually received by Lender or (ii) such prepayment was expressly approved by Lender; and
- (e) bound by any amendment or modification to the Lease that shortens the term of the Lease or reduces the rent owed thereunder without the prior consent of Lender, and if Lender does not respond to such request within 15 days of Lender's receipt thereof, then consent will be deemed given by Lender; Landlord is responsible for securing all consents required by Lender.

6. In the event of any casualty or condemnation (eminent domain), Lender must permit the insurance proceeds or the condemnation award, as the case may be, to be used for any restoration and repair as required by the Lease.

7. Except as expressly provided herein, this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage or related documents, and the Mortgage and any related documents remain in full force and effect and will be complied with in all respects by Landlord.

8. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder will be valid or effective unless in writing and signed by the parties.

9. Nothing herein will amend, waive or rescind any provision or condition of the Lease or relieve the Landlord from any of its obligations under the Lease.

10. Tenant will provide a courtesy copy concurrently to Lender of any notice of default (or breach) from Tenant to Landlord that would allow Tenant to terminate the Lease. Lender will have the time allowed to the Landlord under the provisions of §27 (c) of the Lease, after Landlord's receipt of notice to cure the default giving rise to the termination. The opportunity to cure granted to Lender will be available to Lender only to the extent such opportunity to cure is available to Landlord under the Lease, and such cure period afforded to Lender will run concurrently with the cure period available to Landlord. Notwithstanding the foregoing, Lender will have no obligation to cure any default by Landlord except if Lender succeeds to title of the property.

11. Any notices from one party to the other must be in writing and sent via courier (e.g., UPS, Federal Express) or by certified U.S. mail to the following addresses:

- if to Tenant: Jo-Ann Stores, LLC
Attn: Vice President, Real Estate
5555 Darrow Road
Hudson, OH 44236
- With a copy to: Jo-Ann Stores, LLC
Attn: Senior Legal Counsel
5555 Darrow Road
Hudson, OH 44236
- if to Lender: Pacific Western Bank
1880 Century Park East, Suite 800
Los Angeles, CA 90067
Attention: Real Estate Department

12. Landlord represents and warrants to Tenant that all prior mortgages and deeds of trust encumbering the Premises demised under the Lease have been satisfied or will be satisfied with the proceeds of the Mortgage.

13. This Agreement inures to and binds the successors and assigns of the respective parties.

14. This Agreement shall not be effective against Tenant unless and until Tenant has received an original of this Agreement signed by all parties.

15. This Agreement shall be deemed to be a contract entered into under the laws of Utah and shall in all respects be governed, construed, applied and enforced in accordance with the laws of Utah.

16. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement.

[The remainder of this page is intentionally left blank]

Each party's duly authorized representative has signed this Agreement as of the date written above.

LENDER:
Pacific Western Bank

By: Todd Savitz

Name: Todd Savitz

Its: Vice President

LANDLORD:
Family Center Orem Shopping Center, LLC

By: Steven Usdan

Name: Managing Member of
CCA Acquisition Company, LLC,

Its: a California limited liability company
the managing member

TENANT:
JO-ANN STORES, LLC

By: David B Goldston

David B. Goldston
Senior Vice President,
General Counsel and Secretary

[Notary Signatures Follow on Next Page]

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Los Angeles) ss

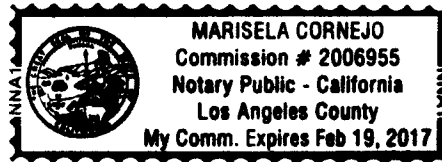
On March 11, 2015 before me,
Marisela Cornejo, notary public, personally appeared
Todd Switz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)
COUNTY OF Los Angeles)) ss

On March 9, 20 15 before me,
Jocelyn Maynes, notary public, personally appeared
Steven Usdan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)



STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Jo-Ann Stores, LLC**, an Ohio limited liability company, by David B. Goldston, its senior vice president, general counsel and secretary, who acknowledged before me that he did sign the foregoing instrument on behalf of said limited liability company and that the same is his free act and deed personally and as such officers.

3rd IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this day of March, 2015.

Wendy S. Blasick
NOTARY PUBLIC



Wendy S. Blasick
Notary Public, State of Ohio
My Commission Expires 05-20-2019

[Notary Page to SNDA dated _____, 2015]

EXHIBIT A

REAL PROPERTY DESCRIPTION

The following real property located in Utah County, State of Utah:

PARCEL 1:

LOTS 2, 4, AND 5, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER

ALSO

LOT 1, UNIVERSITY SQUARE PLAT "C", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER

PARCEL 2:

A NON-EXCLUSIVE EASEMENT ARISING FROM THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT AND THE TERMS, CONDITIONS, LIMITATIONS, AND OBLIGATIONS IMPOSED THEREBY, RECORDED APRIL 30, 1991 AS ENTRY NO. 15743 IN BOOK 2785 AT PAGE 702; FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED AUGUST 7, 1992 AS ENTRY NO. 39973 IN BOOK 2978 AT PAGE 920 AND FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT RECORDED AUGUST 21, 1992 AS ENTRY NO. 42918 IN BOOK 2986 AT PAGE 801 OVER THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 3, UNIVERSITY SQUARE PLAT "A", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE UTAH COUNTY RECORDER.

57-12-002

57-12-004

57-12-005

57-014-001