

NWNN
05-060-0066+ 0072
#1200

**NOTICE OF JOINT VENTURE AGREEMENT
AND AGREEMENT TO BE BOUND THEREBY**

This Notice of Joint Venture Agreement and Agreement to be Bound Thereby is made on the date set forth below by, between and among SSL, L.L.C., a Utah limited liability company ("SSL") with offices at 1285 W. Highway 40, Vernal, Utah, N. Glenn Spencer and Maureen G. Spencer, husband and wife, ("Spencers") of Vernal, Utah, and The Robin's Nest Crafts, Inc., ("Buyer.") whose address is 1293 W. Highway 40, Vernal, Utah.

Recitals

- A. Spencers, on or about June 30, 1995 entered into a certain "Joint Venture Agreement" with Nick R. Richins and Robyn W. Richins ("Richins") setting forth certain rights, duties, and obligations relating to land and improvements including separately-owned adjacent buildings with street addresses of 1285 West and 1293 West Highway 40, Vernal, Utah and commonly-owned surrounding property, all such property (the "Property") being more particularly described in Exhibit "A" attached hereto and incorporated by reference as though fully set forth herein.
- B. On or about April 7, 1997, SSL purchased Richins' interest in the Property. Concurrently, Spencers and SSL entered into an Agreement Modifying Joint Venture Agreement (the "Modifying Agreement") which changed certain terms and added certain provisions to the terms and conditions of the Joint Venture Agreement. Photocopies of the Joint Venture Agreement and of the Modifying Agreement are attached hereto and incorporated by reference as though fully set forth herein. Collectively, the Joint Venture Agreement and the Modifying Agreement are referred to herein as "The Joint Venture Agreement as Modified."
- C. By its terms under Section 12 in the Modifying Agreement, the Joint Venture Agreement as Modified is binding upon and inures to the benefit of the "assigns, heirs,....and the successors in interest of the parties."
- C. In addition, Section Five of the Modifying Agreement contains reciprocal First Right of Refusal provisions that apply to the sale of any part of the Property.
- D. Buyer has made an offer to purchase Spencers' interest in the Property. SSL, upon the terms and conditions herein, elects not to purchase Spencers' interest in the Property.

Entry 2003001870
Book 831 Page 161-165 \$12.00
15-MAR-03 08:47
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
ADVANCED TITLE CO INC
71 N 100 W VERNAL, UT 84078
Rec By: DEBRA ROOKS , DEPUTY

Statement of Agreement

In consideration of the mutual and reciprocal covenants contained herein, and for other valuable consideration, the parties agree as follows:

1. **Adoption of Recitals.** The information stated in the above recitals sets forth the Parties' understanding of the facts and circumstances giving rise to this agreement. Said recitals are therefore adopted into and incorporated into the terms of this agreement.
2. **Buyer's Acknowledgment.** Buyer hereby acknowledges receipt of copies of the Joint Venture Agreement and of the Modifying Agreement. Buyer affirms that it has read, understands and agrees to the terms thereof. Buyer acknowledges and agrees that upon the closing of the purchase of Spencers' interest in the Property, Buyer shall become a party with SSL to the Joint Venture Agreement as Modified.
3. **Assignment.** As part of the closing documents for the purchase of Spencers' interest in the Property, Buyer and Spencers will sign an Assignment Agreement by which Spencers' assign to Buyer and Buyer accepts from Spencers the assignment and transfer of Spencers' rights and obligations under the Joint Venture Agreement as Modified.
4. **SSL Consent Required.** Buyer shall not assign, convey, or transfer its contract to purchase the Property nor any part thereof, nor shall Buyer transfer, convey or assign a controlling ownership interest in Buyer without first notifying SSL and obtaining SSL's prior written consent to each such transfer, conveyance or assignment, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may without SSL's consent sell or transfer all or part of Buyer's interest in the Property and/or a controlling interest in Buyer to a co-owner or to another arts and crafts business.
5. **Covenants Survive Closing.** All covenants and promises of this agreement shall survive and continue after Buyer's closing the purchase of Spencers' interest in the property.
6. **Effective Date.** This agreement is effective only upon signature by all parties.
7. **Applicable Law.** This agreement is subject to and governed by the laws of the State of Utah.
8. **Severability.** If any portion of this agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or

unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 9. Successors in Interest. Except as otherwise expressly provided, this agreement shall be binding upon and shall inure to the benefit of the assigns, heirs, legal representatives, executors, administrators, and other successors in interest of the parties.
- 10. Attorneys Fees. If any party hereto shall bring suit as a result of any alleged breach or failure by any other party to fulfill or perform any covenants or obligations under this agreement, the prevailing party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys fees incurred at both trial and appellate levels.
- 11. Multiple Counterparts. Three (3) identical counterparts of this agreement, one for each party, shall be executed, each of which shall be considered to be an original.

In witness whereof, the parties, individually or through their duly authorized agents, set their hands to this agreements on the date(s) noted below.

SPENCERS:

SSL, L.L.C:

N. Glenn Spencer 3-7-03
N. Glenn Spencer Date

J. Michael Schaefermeyer 3/10/03
By: J. Michael Schaefermeyer Date
Member & Manager

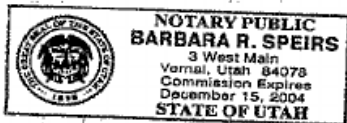
Maureen G. Spencer 3-7-03
Maureen G. Spencer Date

Eric O. Leavitt Date
By: Eric O. Leavitt, Vice President, Date
Leavitt Group Enterprises, Inc.
Member & Manager

BUYER: The Robin's Nest, ~~Inc~~ Craft, Inc
Robin O'Leary 3/7/03
By: Date
Its: President

STATE OF UTAH
:SS
COUNTY OF UINTAH

The foregoing instrument was acknowledged before me by N. Glenn Spencer, and Maureen Spencer this 7th day of March, 2003.



Entry 2003001270
Book 831 Page 164

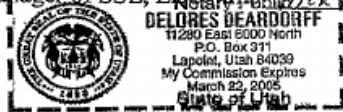
Barbara R. Speirs
Notary Public

STATE OF UTAH

SS

COUNTY OF UTAH

The foregoing instrument was acknowledged before me by J. Michael Schaefermeyer,
Member and Manager of SSL, LLC, this 17th day of March, 2003.



Delores Beardorff
Notary Public

STATE OF UTAH

COUNTY OF Salt Lake SS

The foregoing instrument was acknowledged before me by Eric O. Leavitt, Vice
President of Leavitt Group Enterprises, Inc, Member and Manager of SSL, LLC, this
13th day of March, 2003.



Rebecca Zaugg
Notary Public

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me by Robin O'Crowley as
President of The Robin's Nest, Inc., this 7th day of March, 2003.

Barbara R. Speirs
Notary Public

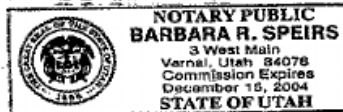


EXHIBIT "A"

Serial No. 05-060-0066 *NW/4*

BEGINNING at a point which is located South 65°00'05" West 238.31 feet from the Northeast corner of the Northwest quarter Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence South 50°17'54" East 94.50 feet; thence South 39°42'06" West 54.00 feet; thence North 50°17'54" West 94.50 feet; thence North 39°42'06" East 54.00 feet to the point of beginning.

Serial No. 05-060-0072
an undivided 70 % interest: *NW/4*

BEGINNING at a point which is located South 89°48'42" West 206.24 feet from the Northeast corner Northwest quarter Northwest quarter Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence South 46°03'34" East 93.68 feet; thence South 05°48'47" East 80.30 feet to the point of beginning of a curve to the right having an arc length 31.60 feet, a radius of 20.00 feet, and a delta angle of 90°32'15", chord bears South 5°34'03" East 28.42 feet; thence South 39°42'06" West 74.00 feet; thence North 50°17'54" West 182.54 feet; thence North 43°56'13" East 157.62 feet to the point of beginning.

EXCLUDING the following parcel:

BEGINNING at a point which is located South 68°47'11" East 209.51 feet from the Northeast corner of the Northwest quarter Northwest quarter of Section 27, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence South 50°17'54" East 47.00 feet; thence South 39°42'06" West 33.00 feet; thence South 50°17'54" East 47.50 feet; thence South 39°42'06" West 54.00 feet; thence North 50°17'54" West 94.50 feet; thence North 39°42'06" East 87.00 feet to the point of beginning.

EX- 5-60-67