

When recorded, return to:

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

ENT 50771:2016 PG 1 of 9
Jeffery Smith
Utah County Recorder
2016 Jun 06 11:27 AM FEE 31.00 BY CS
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

This instrument was prepared by:

Robert D. Icsman
Jo-Ann Stores, LLC
5555 Darrow Road
Hudson, OH 44236

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 May 31 2016, by **Bank of America, N.A.**, a national banking association ("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, Ltd., and **Jo-Ann Stores, LLC**, an Ohio limited liability company ("Tenant"), fka Jo-Ann Stores, Inc., successor-by-merger to House of Fabrics, Inc.

Reference is made to that certain Deed of Trust, Assignment, Security Agreement and Fixture Filing dated as of JUNE 6, 2016 (the "Deed of Trust") being recorded concurrently herewith.

Reference is made to a lease dated September 12, 2001, as amended by that certain First Extension and Modification of Lease dated November 17, 2010 (the "Lease") of certain premises situated within the property known as Family Center Shopping Center located in Orem, Utah, and as legally described on Exhibit A attached hereto and incorporated by reference herein and covered by said Deed of Trust.

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 Deed of Trust and to all renewals and extensions of the Deed of Trust ("Amendments") to the full extent of all amounts secured thereby and interest thereon, provided that 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 beneficiary of the Deed of Trust, or any person claiming under the beneficiary (whether by a foreclosure, deed in lieu of foreclosure, or otherwise) succeeds to the interest of Landlord in the Lease ("Successor Landlord"), then Tenant will recognize and attorn to Successor Landlord as its landlord under the Lease.

FIRST AMERICAN TITLE
NCS-787951-AI

4. In the event of foreclosure or other right asserted under the Deed of Trust by the trustee or beneficiary 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 Lease continuing after notice to Tenant and beyond any applicable notice and cure period, and otherwise in accordance with the Lease. Tenant will not be subject to any pre-foreclosure remedies asserted under the Deed of Trust or related loan documents except for Tenant's obligation to make payments of rent to the beneficiary upon notice to Tenant under the Deed of Trust. Lender will not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Deed of Trust, unless applicable law requires Tenant to be made a party 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 the action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement.

5. In the event that Lender notifies Tenant of a default under the Deed of Trust and demands that Tenant pay its rent and all other sums due under the Lease directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Lender, without offset (except as provided in this Agreement), or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Deed of Trust and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender and a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender in compliance with Lender's written demand.

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

- (a) liable for any act or omission of any prior landlord (including Landlord) under the Lease, including any claim for damages of any kind whatsoever as the result of any breach by Landlord that occurred before the date of attornment, provided, however, that Successor Landlord will be responsible for curing non-monetary defaults of a continuing nature of which Lender has received notice prior to the date of attornment;
- (b) subject to any off-sets or abatements against rent that Tenant may have against any prior landlord (including Landlord) under the Lease, except (1) for those which, as of the date of foreclosure, were already commenced or notice of their commencement was sent; (2) for the exercise of rights set forth in the Lease; and (3) for those relating to continuing defaults identified in subsection (a) above;
- (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 (1) such sums are actually received by Lender or (2) such prepayment was approved by Lender; and

(e) bound by any amendment or modification to the Lease that shortens the term of the Lease, reduces the Rent owed thereunder without the prior consent of Lender, and if Lender does not respond to a request within 15 business days after receipt of the proposed amendment or modification, then consent will be deemed given by Lender; Landlord is responsible for securing all consents required by Lender.

7. 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.

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

9. 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.

10. 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.

11. Tenant shall provide Lender with the notice and opportunity to cure any default by Tenant set forth in Section 27(c) of the Lease. Notwithstanding the foregoing, Lender will have no obligation to cure any default by Landlord except if Lender succeeds to title of the property.

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: Bank of America, N.A.
Commercial Real Estate Banking
CA9-193-20-33
333 South Hope Street, 20th Floor
Los Angeles, CA 90071
Attn: Schenelle Villacorta

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

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

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

15. This Agreement will be deemed to be a contract entered into under the laws of Utah and will 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 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:

Bank of America, N.A.,
a national banking association

By: 

Print Name: Scherrelte Villacana

Title: SVP

LANDLORD:

Family Center Orem Shopping Center, LLC,
a Delaware limited liability company

By: CCA Acquisition Company, LLC, a
California limited liability company,
Managing Member

By: 

Print Name: Steven Usdan
Managing Member

Title: _____

TENANT:

Jo-Ann Stores, LLC

By: 

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

[Notary Signatures Follow on Next Page]

Lender's 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.

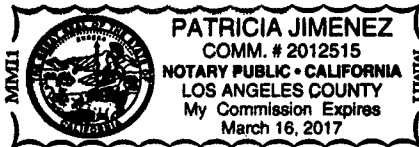
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 17, 2016, before me, Patricia Jimenez, Notary Public, personally appeared Schenelle Villacorta, 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.



Signature Patricia Jimenez (Seal)

Landlord's 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.

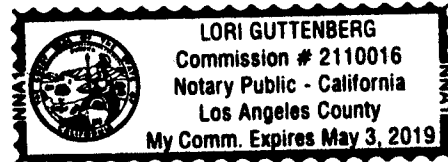
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 12, 2016, 2016, before me, Lori Guttenberg, 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.



Signature Lori Guttenberg (Seal)

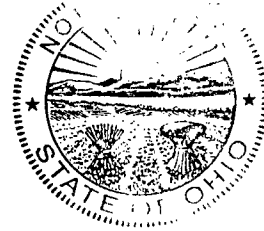
Jo-Ann's Acknowledgment

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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 10th day of May, 2016.

Wendy S. Blasick
NOTARY PUBLIC



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

[Notary Page to SNDA dated _____, 2016]

LEGAL DESCRIPTION

The land referred to in this document is located in the County of Utah, State of Utah and is described as:

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.

Said property is also known by the street address of:

64, 106, 122 & 130 East 1300 South
Orem, UT 84058