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Entry 2013006417
Book 1339 Page 26-31 \$20.00
02-JUL-13 11:23
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
CHICAGO TITLE AND TRUST
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Rec By: CARADIE ASH , DEPUTY

~~When recorded, return to:~~

Jo-Ann Stores, Inc.
5555 Darrow Road
Hudson, OH 44236
Attn: Wendy Blasick – Legal Dept.

This instrument was prepared by:

Bob Icsman, Esq.
Jo-Ann Stores, Inc.
5555 Darrow Road
Hudson, OH 44236

Store # 2365

Entry 2013006417
Book 1339 Page 26

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Tax Parcel ID Nos. 05-075-0017 NESW
and 05-081-0027 SWSE

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of MAY 10, 2013, between **Jo-Ann Stores Inc.**, an Ohio corporation (“Tenant”), located at 5555 Darrow Road, Hudson, Ohio 44236 and **Gardner Town Center, LLC**, a Utah limited liability company (“Landlord”), located at 90 South 400 West, Suite 360, Salt Lake City, Utah 84101.

Reference is made to a Lease dated MAY 10, 2013, between Landlord and Tenant (the “Lease”). Pursuant to Section 33 of the Lease, the parties desire to create this instrument. The parties acknowledge the following:

1. The Premises consists of approximately 15,000 square feet in the shopping center known as Gardner Vernal Towne Center, in Vernal, Utah, as legally described on Exhibit A attached hereto and incorporated by reference herein (the “Shopping Center”).
2. Subject to the Lease, the initial term of the Lease commences on the Commencement Date (as defined in the Lease) and ends on the last day of the 10th Lease Year (as defined in the Lease). Tenant has options to extend the initial term for three (3) additional periods of five (5) years each.
3. Landlord has granted Tenant the exclusive right to sell the following items in the Shopping Center: the sale of fabrics of all kinds, goods sold by the yard, upholstery materials, scrapbooks and scrapbooking supplies and materials, patterns, yarns and knitting supplies, needlepoint, macramé, artificial flowers and accessories, arts and crafts materials and supplies, all types of notions, custom framing, framed artwork, sewing machines, sewing machine furniture, products, accessories and services related to all of the foregoing, and other items and services customarily offered for sale by a fabric and/or arts and crafts store.

4. Landlord has agreed that the Shopping Center or any portion thereof will not be used as or for the following:
- (i) a movie theater; auditorium; meeting or banquet hall;
 - (ii) church; bingo hall or a place of public assembly;
 - (iii) library or school (includes, but not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers);
 - (iv) for the sale or service of automobiles or other vehicles;
 - (v) night club or bar serving alcoholic beverages except as incidental to a restaurant ("incidental" shall be defined as deriving less than 25% of gross sales from the sale alcoholic beverages); or liquor or beverage store;
 - (vi) funeral parlor; massage parlor;
 - (vii) animal clinic or animal boarding (kennel);
 - (viii) discotheque; dance hall or otherwise for musical/dance reviews or topless/nude shows;
 - (ix) karate studio; gymnasium; bowling alley; or skating rink;
 - (x) car wash;
 - (xi) off-track betting establishment, gambling, gaming, video gaming, etc.;
 - (xii) pool room, game room or amusement arcade (defined as any establishment containing more than a combination of three electronic, pinball or other games), gallery or store or pinball arcade;
 - (xiii) so-called "flea market"; or second hand, used goods or consignment store;
 - (xiv) store selling primarily distressed or damaged merchandise;
 - (xv) health club or spa;
 - (xvi) so-called "head shop"; or night club;
 - (xvii) gun range or gun shop;
 - (xviii) for warehousing, except as incidental to a retail business;
 - (xix) adult book store or store selling or exhibiting sexually explicit materials;
 - (xx) any business or use that emits offensive odors, fumes, dust or vapors or is a public or private nuisance or emits loud noise or objectionable sounds or creates fire, explosive or other hazard (e.g., motorized vehicle repair or body shop); provided, however, tire, battery or auto parts retail locations shall not be precluded under this Restricted Use;
 - (xxi) abortion clinic, aids clinic, drug treatment facility or bodily fluid collection facility; homeless shelter or halfway house;
 - (xxii) business office usage (except that a "Retail Office", defined as insurance offices, travel agents offices, accountants offices, tax preparer offices, engineering or architect office, escrow and/or title offices, medical offices and such other offices customarily found in retail shopping centers are

permitted, but in no more than 10% of the aggregate gross leasable area of the Shopping Center. Notwithstanding the foregoing, medical offices are further restricted such that the following are not permitted: specialized clinics or practices (e.g., family planning clinic, blood donation center, cosmetic surgery, immunology, gynecological/obstetrics or indigent services clinics, etc.) unless used for the following specialized clinics or practices: pediatrics, cardiac care, orthopedics, dental, podiatrist, ophthalmology or opticians;

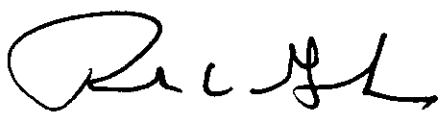
- (xxiii) animal kennel;
- (xxiv) laundromat;
- (xxv) any non-retail use;
- (xxvi) marijuana dispensary; or
- (xxvii) tattoo parlor.

5. This Memorandum of Lease is intended solely to establish the Lease and the rights of Tenant in respect of the Premises as matters of public record. Reference is hereby made to the Lease for a complete description of all of the rights, duties, and obligations of the parties in respect of the Premises and the use and the occupancy thereof. In the event of any inconsistency between the Lease and this Memorandum of Lease, the Lease shall control.

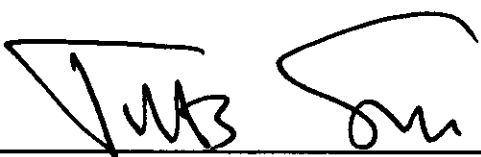
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In witness whereof, each party has caused this instrument to be signed by its duly authorized representative.

**LANDLORD
GARDNER TOWNE CENTER, LLC**

By: 
Print Name: Rula C. Marchese
Title: manager

**TENANT
JO-ANN STORES, INC.**

By: 
Travis Smith, Chief Executive Officer
and President RA

[Signature Page to Memorandum of Lease – Store No. 2365, Gardner Vernal Towne Center, Vernal, UT]

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gardner Towne Center, LLC, a Utah limited liability company, by Rulon C. Gardner, its Manager, who did sign the foregoing instrument on behalf of the limited liability company and that the same is the free act and deed of the limited liability company and his/her free act and deed personally as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SALT LAKE CITY, UT, this 10 day of May, 2013.



Constance Miller
NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Jo-Ann Stores Inc., an Ohio corporation, by Travis Smith, its chief executive officer and president, who acknowledged that he did sign the foregoing instrument on behalf of the corporation, and that the same is the free act and deed of the corporation and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 23rd day of April, 2013.



BONITA CAESAR
Notary Public, State of Ohio
My Commission Expires
August 17, 2017

Bonita Marie Caesar
NOTARY PUBLIC

[Notary Page to Memorandum of Lease – Store No. 2365, Gardner Vernal Towne Center, Vernal, UT]

EXHIBIT A

LEGAL DESCRIPTION

LOT K

BEGINNING AT A POINT THAT IS 1413.64 FEET N. 0°01'38" W. FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SLB&M: THENCE N. 44°00'10" E. PARALLEL WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40, 195.92 FEET; THENCE S. 2° 23'02" E. PARALLEL WITH THE EAST LINE OF SOUTHWEST QUARTER 225.60 FEET; THENCE N. 88°08'17" E. PERPENDICULAR TO THE SAID EAST LINE OF SOUTHWEST QUARTER 466.73 FEET; THENCE S. 2°12'24" E. 660.81 FEET; THENCE S. 88°01'05" W. 410.68 FEET; THENCE S. 2°23'02" E. PARALLEL WITH SAID EAST LINE OF SOUTHWEST QUARTER 441.63 FEET; THENCE S. 88°01'51" W. 254.00 FEET; THENCE N. 2°23'02" W. ALONG THE EAST LINE OF THE SOUTHWEST QUARTER 854.79 FEET; THENCE N. 45°59'50" W. PERPENDICULAR TO THE SAID RIGHT-OF-WAY LINE 204.37 FEET; THENCE N. 44°00'10" E. PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 215.00 FEET; THENCE N. 45°59'50" W. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 168.50 FEET; THENCE N. 44°00'10" E. ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 60.00 FEET; THENCE S. 45°59'50" E. PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 168.50 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 13.967 ACRES IN AREA MORE OR LESS.