

Loan No. 254-1683624-01-001

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Jeffrey A. Holt Tax Parcel Number's 03-036-0115 and 03-036-0116

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT AND ESTOPPEL CERTIFICATE
(TVI, Inc. -- Savers)**

This Subordination, Non-Disturbance and Attornment Agreement and Estoppel Certificate (the "Agreement") is made and executed as of the 12th day of December, 2014, by and between Zions First National Bank, a national banking association ("Lender"), Bountiful Plaza Holdings, LLC, a Utah limited liability company ("Landlord"), and TVI, Inc., a Washington corporation ("Tenant").

RECITALS

A. Tenant has executed and entered into a Lease Agreement dated October 17, 2013 (together with any and all amendments, modifications and extensions, (the "Lease") in which Landlord, appears as "Landlord" and Tenant appears as "Tenant", whereby Tenant has agreed to lease the real property described in the Lease as the leased or demised premises, which leased or demised premises are located in Davis County, State of Utah, together with the improvements now or hereafter located on the leases or demised premises, and are more particularly described in Exhibit A attached hereto and incorporated into this Agreement by this reference (the "Property"). In addition, the following documents are relevant to Lease (a) that certain Acceptance Letter, dated March 11, 2014, signed April 14, 2014, and (b) that certain Waiver of Permit Contingency, dated November 14, 2013

B. On the condition that the Lease and all of Tenant's rights in the Property (the "Lease Rights") be subordinated as provided below, and that Tenant enter into this Agreement, Lender has agreed to make a construction loan (the "Loan") in the principal amount of Seven Million Two Hundred Fifty Thousand Dollars (\$7,250,000.00) to provide construction and term loan financing for Landlord. In connection with the Loan, Landlord has or will be executing a Construction and Term Loan Agreement (the "Loan Agreement"), a Promissory Note (the "Note"), a Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the "Trust Deed"),

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an Assignment of Leases (the "Assignment of Leases"), and any and all other documents required by Lender to evidence and/or secure Landlord's obligations under the Loan and the Loan Documents.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Lender, Landlord, and Tenant agree as follows:

1. **Estoppel Certificate.** Tenant and Landlord hereby certify to and agree with Lender that, as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant and Landlord as consideration for Lender executing this Agreement, and in the making of the Loan evidenced by the Note and secured by the Trust Deed, Assignment of Leases, and other collateral identified in the Loan Documents:

a. The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.

b. All requirements for the commencement and validity of the Lease have been satisfied.

c. Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.

d. There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.

e. None of the rent which Tenant is required to pay under the Lease has been prepaid, or will in the future be prepaid, more than one month in advance except as required under the Lease.

f. Tenant has no right or option contained in the Lease or in any other document to purchase all or any portion of the Property.

g. Except as set forth in Recital A of this Agreement, the Lease has not been modified, terminated, or amended, by "side letter" or otherwise.

h. Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease.

The representations made by Tenant relative to this Agreement, relate only to information that was known by the Tenant as of the date of this Agreement and noted as such on the Agreement itself. By executing this Agreement, Tenant makes no representations, nor waives any rights under

the Lease relative to events that Tenant was not aware of as of the date of this Agreement, or did not become aware of based on its investigation in preparation of this Agreement other than what is represented in this Agreement. Tenant expects Landlord, or its successors to abide by all of the provisions of the Lease, including responsibility for all defaults under the Lease that have occurred, or are ongoing as of the date of any transfer of the Landlord's interest in the Lease. Under no circumstances do the representations made by the Tenant under this Agreement amend in any way, the provisions of the Lease, and should there be a conflict between this Agreement and the Lease, the provisions of the Lease shall govern. Nor are the representations of the Tenant meant to estop the Tenant from exercising any rights under the Lease, which may result from conditions or circumstances that exist as of the date of this Agreement, but are not reflected in Tenant's representations.

2. Subordination to Loan Documents. Notwithstanding anything in the Lease to the contrary, the Lease and Lease Rights are hereby made subject, subordinate, inferior, and junior to the Loan Documents and the liens created by the Loan Documents, and to all sums advanced on the security for the Loan Documents, including all sums advanced or costs incurred in connection with the Loan Documents or the Loan, and including all renewals, modifications, consolidations, replacements, and extensions of the Loan and any of the Loan Documents, including, without limitation, any increases in the principal amount of the Loan and changes in the interest rate of the Loan, and any future lien or liens affecting the Property held by or made for the benefit of Lender. The Lease and Lease Rights are hereby subordinated to the Loan Documents and the liens created by the Loan Documents, the same and as fully as if the Loan Documents had been executed and delivered, and recorded, where applicable, prior to execution, delivery, and recording of the Lease.

Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

3. Acknowledgement of Assignment of Rents. Tenant agrees and acknowledges that it has notice, and notwithstanding anything to the contrary in the Lease hereby consents, that the Lease, the Lease Rights, the rents, and all other sums due under the Lease have been assigned or are to be assigned to Lender. Specifically, but without limitation, Tenant consents to the Assignment of Leases executed by Landlord to Lender. In the event that Lender notifies Tenant of a default under any of the Loan Documents and demands that Tenant pay its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice.

4. Notice and Opportunity to Cure. Tenant agrees to deliver to Lender a copy of all notices and other documents delivered to Landlord in connection with the Lease, specifically including, but without limitation, any notices of default or termination. If any default occurs under the Lease, Lender shall have the same right and time period after receipt of notice of the default to cure such default. If the nature of the default is such that it cannot reasonably be cured within such period, then Lender shall have such longer period as is reasonably necessary to cure such default.

No default shall be deemed to exist under the Lease so long as Lender is seeking, in good faith, to cure the default.

5. **Requirement of Non-Disturbance.** Tenant agrees and acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

6. **Non-Disturbance.** In the event of foreclosure of the Trust Deed, or upon a sale of the Property pursuant to the trustee's power of sale contained in the Trust Deed, or upon a transfer of the Property by conveyance in lieu of foreclosure (collectively, a "Transfer"), then so long as Tenant complies with this Agreement and is not in default under any of the terms, covenants, or conditions of the Lease, Lender shall not name or join Tenant in any foreclosure proceeding, unless such joinder is necessary, in Lender's discretion, to complete the foreclosure, nor shall Lender disturb the possession of Tenant, its successors and assigns. In the event of a Transfer, Lender will perform and be bound by all of the obligations imposed on Landlord by the Lease for the balance of the term of the Lease, and any extension or renewals of the Lease, as long as no event of default has occurred under the Lease, which has continued to exist for such period of time, after notice and opportunity to cure, if any, required by the Lease, as would entitle Landlord under the Lease to terminate the Lease, or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant under the Lease.

7. **Attornment.** Upon the occurrence of a Transfer, Tenant hereby agrees to attorn to, adhere to and accept any such successor owner as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, such attornment to be self-operative without the execution of any further instruments.

8. **No Liability for Lender.** In the event that there is a foreclosure for any reason, Lender or any successor owner of the Property resulting from a Transfer ("Transferee") will be bound to Tenant under all the terms of the Lease and Tenant will, from and after such event, have the same remedies against Lender or Transferee for the breach of any covenant contained in the Lease (occurring on or after the date of possession by Lender or Transferee) that Tenant might have had under the Lease against Landlord; provided that from and after Lender's or Transferee's acquisition of the interest of Landlord under the Lease, Lender or Transferee shall be obligated to cure any defaults of a continuing nature (a "Continuing Default"), and Tenant shall have the same rights and remedies as are provided in the Lease should Lender or Transferee fail to cure any such Continuing Default after Tenant has provided Lender or Transferee with notice thereof and opportunity to cure the same in accordance with the terms of the Lease.

Nothing in this Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease prior to the time Lender obtains title to the Property by Transfer or otherwise obtains possession of the Property pursuant to the terms of the Loan Documents. Specifically, but without limitation, Lender shall have no obligations with respect to the erection or completion of any improvements on the Property, either at the commencement of

the term of the Lease or upon any renewal or extension of the term of the Lease, or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

In the event that Lender shall acquire title to the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Property for the payment and discharge of any obligations imposed upon Lender under this Agreement or under the Lease, and Lender is hereby released and relieved of any other obligations under this Agreement and the Lease.

9. **No Assignment or Subletting.** Tenant agrees not to assign, transfer, mortgage, or otherwise encumber the Lease or Lease Rights or any interest in the Lease or the Lease Rights except as expressly provided in the Lease.

10. **Intentionally Deleted.**

11. **Acknowledgment and Agreement by Landlord.** Landlord, as landlord under the Lease and trustor under the Trust Deed, acknowledges and agrees for itself and its heirs, successors, and assigns agrees to each of the following:

a. This Agreement does not constitute a waiver by Lender of any of its rights under the Trust Deed, Assignment of Leases, or any of the other Loan Documents, and/or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Trust Deed.

b. The provisions of the Trust Deed, Assignment of Leases, and all other Loan Documents remain in full force and effect and must be complied with by Landlord.

c. In the event of a default under the Trust Deed, Assignment of Leases, or any of the other Loan Documents, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Loan Documents, provided Tenant has received prior written notice.

12. **Right to Sublease and Mortgage.** Notwithstanding anything to the contrary in the Lease, upon the occurrence of a Transfer, Tenant agrees that Lender, its successor or assign, or any purchaser at a foreclosure sale, may mortgage, lien, encumber, or otherwise transfer its interest in the Property or assign all of its or Landlord's rights in the Lease without the consent of Tenant, provided any such transferee shall execute a mutually agreed upon SNDA. Tenant agrees that the form of this Agreement shall be acceptable to Tenant in the event of such a Transfer.

13. **Insurance Proceeds and Condemnation Awards.** Notwithstanding anything to the contrary in the Lease, unless otherwise agreed by Lender in writing in advance, all insurance proceeds and condemnation awards paid or awarded in connection with the Property and/or any improvements located on the Property shall be paid to Lender as payments on the Loan pursuant to the terms and conditions of the Loan Documents and for any and all other obligations of Landlord to Lender in connection with the Loan and under the Loan Documents.

14. **Memorandum of Lease.** If required by Lender, Tenant agrees to execute and cause to be recorded in the county recorder's office of the county in which the Property is located, a memorandum of lease for the Lease in a form reasonably acceptable to Lender and Tenant.

15. **Future Estoppel Certificates.** Tenant agrees to execute and deliver to Lender, within five (5) days of request by Lender, estoppel certificates in a form similar to this Certificate regarding such matters as Lender requests. Tenant shall not be obligated to deliver an estoppel certificate more often than one (1) time per calendar year, unless Lender determines, in its reasonable discretion, that an estoppel certificate is required more often.

16. **No Merger.** If any lien granted on the Property or assignment of any lease of the Property made to Lender and the fee title to the Property shall at any time become vested in one owner, the lien created under any trust deed granted or assignment made to Lender shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Lender shall continue to have and enjoy all of the rights and privileges of Lender, beneficiary, and assignee and, if applicable, fee title owner, as to the separate estates. In addition, upon the foreclosure of any such lien or assignment, any leases or subleases then existing and created by Tenant shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Lender, its successor or assign, or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Lender, its successor or assign, or any such purchaser shall constitute a termination of any lease or sublease unless Lender, its successor or assign, or such purchaser shall give written notice of such termination to such tenant or subtenant.

17. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Lender: Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Jeffrey A. Holt

With copies to: Callister Nebeker & McCullough
Zions Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attn: John B. Lindsay

Landlord: Bountiful Plaza Holdings, LLC
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321
Attn: Dell Loy Hansen

With copies to: Olson & Hoggan P.C.
130 South Main Street, Suite 200
Logan, Utah 84321
Attn: Robert B. Funk

Wasatch Acquisitions and Capital, Inc.
595 South Riverwoods Parkway, Suite 400
Logan, Utah 84321
Attn: Dylan Olsen

Tenant: TVI, Inc.
11400 SE 6th Street, Suite 220
Bellevue, Washington 98004
Attn: Real Estate Department

With copies to: TVI, Inc.
11400 SE 6th Street, Suite 220
Bellevue, Washington 98004
Attn: Legal Department

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

18. Attorneys' Fees. Upon the occurrence of a default under this Agreement by Tenant, Lender may employ an attorney or attorneys to protect Lender's rights under this Agreement, and Tenant shall pay Lender reasonable attorneys' fees and costs actually incurred by Lender, whether or not action is actually commenced against Tenant by reason of such breach. Tenant shall also pay to Lender any attorneys' fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Tenant or any guarantor of the Lease as a debtor.

19. No Derogation of Liens. Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Trust Deed, Assignment of Leases, or any other lien created by the Loan Documents.

20. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

21. Successors and Assigns. This Agreement is and shall be binding upon and shall inure to the benefit of Tenant, Lender and their respective successors and assigns.

22. **Defined Terms.** Unless otherwise defined in this Agreement, capitalized terms used herein have the meanings given them in the Loan Agreement. The term Loan Documents shall include all amendments and modifications to the Loan Documents.

23. **Execution Contingency.** This Agreement is contingent upon the Tenant (Attention: Bradley R. Whiting, General Counsel) receiving two (2) fully executed Agreements by January 15, 2015. If Tenant has not received two (2) fully executed Agreements by January 15, 2015, then this Agreement shall be null and void as against the Tenant.

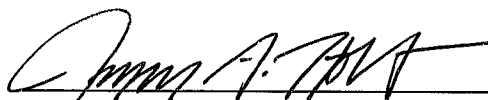
***[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]***

DATED: December ____, 2014.

LENDER

ZIONS FIRST NATIONAL BANK,
a national banking association

By:

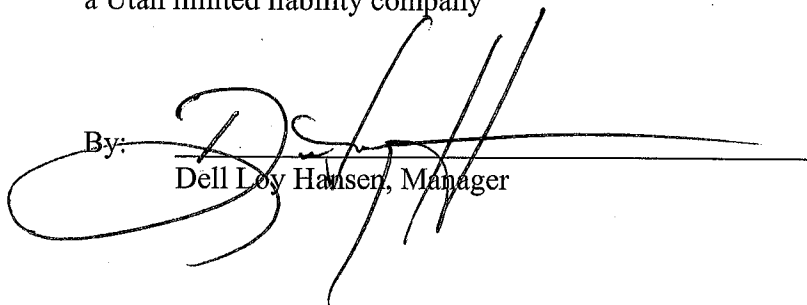


Jeffrey A. Holt
Senior Vice President

LANDLORD

BOUNTIFUL PLAZA HOLDINGS, LLC,
a Utah limited liability company

By:



Dell Ley Hansen, Manager

TENANT

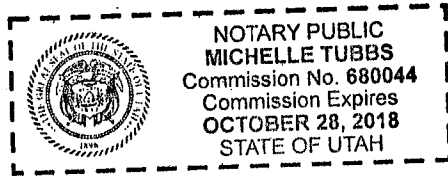
TVI, INC.,
a Washington corporation

By: Bradley R. Whiting
BRADLEY R. WHITING
Its: GENERAL COUNSEL

12/12/14

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19 day of December, 2014, by Jeffrey A. Holt, Senior Vice President of Zions First National Bank, a national banking association.



Michelle Tubbs

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19th day of December, 2014, by Dell Loy Hansen, Manager of Bountiful Plaza Holdings, LLC, a Utah limited liability company.

Nicholas DeFilippis

NOTARY PUBLIC

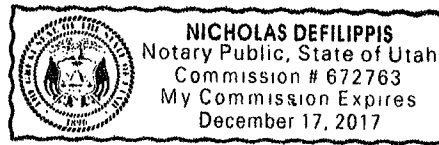


EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Davis County, State of Utah, and more particularly described as follows:

PARCEL 1: (03-036-0115)

Beginning at a point North 89°44'04" East 166.96 feet and South 0°15'56" East 11.00 feet from the Northwest corner of Block "L", NORTH MILL CREEK PLAT, Bountiful Townsite Survey, in the City of Bountiful and running thence North 89°44'04" East 231.75 feet; thence South 0°15'56" East 67.25 feet, thence North 89°44'04" East 9.01 feet; thence South 0°15'56" East 80.55 feet; thence North 89°44'04" East 141.01 feet; thence North 0°15'56" West 5.00 feet; thence North 89°44'04" East 110.13 feet; thence South 0°09'34" West 267.98 feet, thence South 69°34'33" West 88.28 feet; thence North 80°58'26" West 162.70 feet; thence North 67°12'26" West 88.10 feet; thence South 59°37'34" West 87.00 feet; thence South 86°28'33" West 86.97 feet; thence North 0°09'34" East 161.09 feet, thence South 89°44'01" West 173.54 feet, thence North 0°09'34" East 93.43 feet; thence North 89°44'04" East 168.33 feet; thence North 0°15'56" West 174.50 feet to the point of beginning.

PARCEL 2: (03-036-0116)

Beginning at a point North 89°44'04" East 398.71 feet and South 0°15'56" East 11.00 feet from the Northwest corner of Block "L", NORTH MILL CREEK PLAT, Bountiful Townsite Survey, in the City of Bountiful and running thence North 89°44'04" East 261.21 feet, thence South 0°09'34" West 142.80 feet, thence South 89°44'04" West 110.13 feet; thence South 0°15'56" East 5.0 feet, thence South 89°44'04" West 141.01 feet, thence North 0°15'56" West 80.55 feet; thence South 89°44'04" West 9.01 feet; thence North 0°15'56" West 67.25 feet to the point of beginning.