

28917687

Record and Return to:
Clayton M. Axtell, III, Esq.
Hinman, Howard & Kattell, LLP
P.O. Box 5250
Binghamton, NY 13902-5250

Exhibit G

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN T AGREEMENT

THIS AGREEMENT, made this 1 day of May, 2001, among ROBB OVIATT DBA WIRELESS ETC., a sole proprietorship, having its principal office at 3280 West 3500 South Salt Lake City, Utah 84119, (hereinafter called "Tenant"), SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York corporation, having its principal office at 84 Exchange Street (P.O. Box 1625), Binghamton, New York 13902 (hereinafter called "Lender"), and COLLEGE PROPERTY PARTNERSHIP, a Utah partnership and Scott McDonald, an individual, having its principal offices at 71 E. Wadsworth Park Drive, Draper, Utah 84020 (hereinafter called "Landlord").

WITNESSETH

WHEREAS, Tenant has entered into a certain lease, dated January 9, 2001, with Landlord, covering approximately 1369 square feet of space in the building located on the land situate in the City of West Valley, County of Salt Lake and State of Utah (the "Property"), known as Mountain West College Square and more particularly described in Schedule "A" attached hereto and incorporated herein; and

WHEREAS, the Lender has made or will make a loan to the Landlord which will be secured by a Mortgage (or Deed of Trust) of the Property and other security documents (collectively the "Mortgage"); provided, however, that said Lease is subordinate to the Mortgage; and

WHEREAS, Lender has been requested by Tenant and by Landlord to enter into a nondisturbance agreement with Tenant;

NOW THEREFORE, In consideration of the premises and mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and all of the right, title and interest of the Tenant in and to said Property are and shall be subject and subordinate to the Mortgage and to all of the terms and conditions contained therein, and to any renewals, modifications, replacements, consolidations and extensions thereof, and the loan it secures.
2. So long as Tenant is not in default under the Lease beyond any applicable periods of notice and grace provided in the Lease for the curing of any such default and has not made any advance payments of rent or additional rent in excess of one month, in the event that the Lender shall commence an action to foreclose the Mortgage or to obtain a receiver of the Premises, Tenant shall not be joined as a party defendant in any such action or proceeding and

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Tenant shall not be disturbed in its possession of the Property.

3. In the event that Lender shall acquire the Property upon foreclosure or by deed in lieu of foreclosure, or by any other means:

(a) Tenant shall be deemed to have made a full and complete attornment to the Lender so as to establish direct privity between Lender and Tenant;

(b) All obligations of Tenant under the Lease shall continue in full force and effect and be enforceable against Tenant by Lender, with the same force and effect as if the Lease had originally been made and entered into directly by and between Lender, as the Landlord thereunder, and Tenant;

(c) Lender shall recognize and accept the rights of Tenant and, subject to the provisions of Paragraph 4 and 5 hereof, shall thereafter assume the obligations of the Landlord under the Lease in respect of obligations under the Lease thereafter falling due.

(d) Lender shall continue to enjoy the rights, privileges and priorities established by the Mortgage, notwithstanding any inconsistent provisions of the Lease.

4. Nothing herein contained shall impose any obligations upon Lender to perform any of the obligations of Landlord under the Lease, unless and until Lender shall take possession of the Premises and, further, from and after the date that Lender shall so take possession of the Premises, Lender shall have no personal liability to Tenant beyond Lender's interest in the Premises.

5. Tenant hereby agrees that:

(a) no amendment, modification, termination or assignment of the Lease, whether or not Tenant obtains Landlord's consent thereto, shall be effective as against Lender, without the prior written consent of Lender;

(b) Lender shall not be bound by any advance payment of rent or additional rent to Landlord in excess of one month's prepayment thereof;

(c) Lender shall not be liable for any act or omission of Landlord under the Lease;

(d) Lender shall not be subject to any offsets or defenses which Tenant might have against Landlord;

(e) Lender shall not be bound by any covenant to undertake or complete any construction on the Property, or any portion thereof; and

(f) Lender shall not be bound by any obligation of Landlord to make payment to Tenant.

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6. Tenant hereby agrees to provide Lender with prompt notice of any asserted default by Landlord of its obligations under the Lease and with copies of any other notices sent to Landlord pursuant to the Lease. In the event any such asserted default constitutes a legal basis for the cancellation of the Lease by Tenant, Tenant hereby agrees that the lease shall not be cancelled or terminated until Lender shall have a reasonable interval within which (i) to obtain possession of the Premises, and (ii) to cure such default.

7. All rights of Lender hereunder shall accrue to the holder of the Mortgage and/or to the purchaser of the Property at a foreclosure sale or at any sale of the Property following foreclosure, and all obligations of Lender hereunder shall be binding upon any such holder or purchaser.

8. Landlord, by its execution of this Agreement, agrees to be bound by the act in accordance with the terms and conditions hereinabove contained.

9. This Agreement shall bind and inure to the benefit of the parties hereto, their successors and assigns.

10. This Agreement shall not be modified or amended except in writing signed by all parties hereto.

11. The use of the neuter gender in this Agreement shall be deemed to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

IN WITNESS WHEREOF, the parties here to have hereunto set their hands and seals or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Tenant:

ROBB OVIATT DBA WIRELESS ETC., a sole proprietorship

Robb Oviatt
By: ROBB OVIATT, OWNER
(Print Name, Title)

Lender: Richard H. ... Sec. U. ...
SECURITY MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

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By: _____

Landlord:

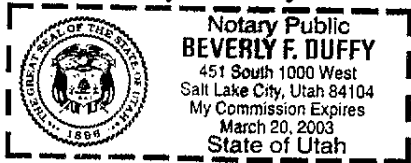
~~COLLEGE PROPERTY PARTNERSHIP,
a Utah general partnership~~

~~By: Kip Wadsworth, General Partner~~

STATE OF UTAH)SS.:

COUNTY OF SALT LAKE

On this 1st day of MAY, before me personally appeared ROBB DUAT, who, being by me duly sworn did depose and say that he resides at _____; that he is the owner of WIRELESS ETC, the corporation described in and which executed the forgoing instrument, and that he signed his name thereto by authority of the board of directors of said corporation.



Beverly F. Duffy
Notary Public

STATE OF NEW YORK)

)SS.:

COUNTY OF BROOME)

On this 6th day of June, 2001, before me personally appeared Debra L. Andrako, who, being by me duly sworn did depose and say that she resides at 1528 E. Maine Road, Johnson City, New York; that she is the Second Vice President - Mortgage Investments, of SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument, and that she signed her name thereto by authority of the board of directors of said corporation.

Elsie M. Sosenko
Notary Public

ELSIE M. SOSENKO
Notary Public, State of New York
No. 01S06057613
Residing in Broome County
Commission Expires April 23, 20 03

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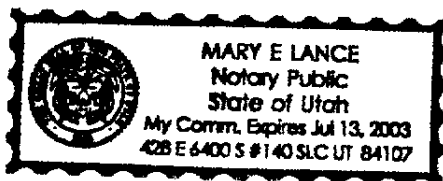
STATE OF NEW YORK)
)SS.:
COUNTY OF BROOME)

On this ___ day of _____, __, before me personally appeared Debra L. Andrako, who, being by me duly sworn did depose and say that she resides at 1528 E. Maine Road, Johnson City, New York; that she is the Second Vice President - Mortgage Investments, of SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument, and that she signed her name thereto by authority of the board of directors of said corporation.

Notary Public

STATE OF Utah)
)SS.:
COUNTY OF Salt Lake)

On this 15th day of May, 2001, before me personally appeared Scott McDonald, who, being by me duly sworn did depose and say that he resides at Salt Lake City, Ut; that he is an individual described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.



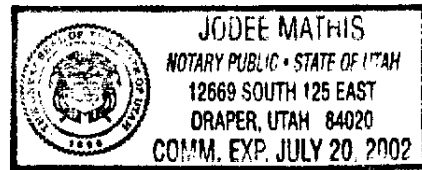
Mary E. Lance
Notary Public

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

On this 15 day of MAY, 2001, before me personally appeared Brandon Fugel, who, being by me duly sworn did depose and say that he resides at PLEASANT GROVE UT; that he is the General Partner of College Property Partnership, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.

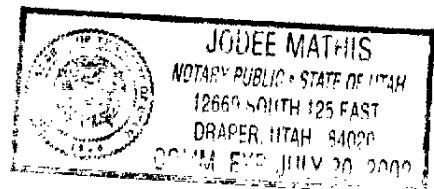
Joee Mathis
Notary Public



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

On this 15 day of MAY, 2001, before me personally appeared Ralph L. Wadsworth, who, being by me duly sworn did depose and say that he resides at DRAPER UT; that he is the Manager of Wadsworth & Sons, LLC who is the General Partner of College Property Partnership, the partnership described in and which executed the foregoing instrument, and that he signed his name thereto by authority of the partnership agreement of said partnership.

Joee Mathis
Notary Public



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SCHEDULE "A"

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89° 57' 17" West 372.82 feet along the section line and North 00° 05' 21" West 53.00 feet and South 89° 57' 17" West 3.90 feet from the Southeast corner of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence along said North right-of-way line South 89° 57' 17" West 285.18 feet; thence North 00° 05' 18" West 352.70 feet; thence South 88° 11' 30" East 289.23 feet; thence North 00° 05' 21" West 73.704 feet to a point on the Southerly boundary line of the Lee Ann No. 1 Subdivision as platted in Official Records; thence along said Southerly boundary line South 78° 43' 21" East 88.50 feet to a point on the center line of the now piped North Jordan Canal; thence along said center line South 30° 23' 48" East 253.69 feet; thence North 89° 57' 17" East 118.03 feet to a point on the West right-of-way line of 3200 West Street; thence along said West right-of-way line South 00° 05' 25" East 25.00 feet; thence South 89° 57' 17" West 338.88 feet; thence South 00° 52' 51" East 155.77 feet to the point of beginning.

Contains 150,295 square feet or 3.45 acres.

TAX ID NO. 15-29-480-055-0000

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06/08/2001 11:22 AM 26.00
Book - 8466 Pg - 4674-4682
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: RDJ, DEPUTY - WI 9 P.

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