



September 4, 2007

VIA UPS

Teton School District #401
Attn: Gordon Wooley
210 N. Main Street
Driggs, ID 83422
208-354-2207

Re: Driggs ID327

Dear Mr. Wooley;

Enclosed are two fully executed Communication Facility Lease Agreements for your files. Also enclosed is check number 114753 in the amount of Five Thousand Dollars (\$5,000) payable to Teton School District #401. This represents the option consideration fee pursuant to paragraph 1 (c) of the Communication Facility Lease Agreement dated September 4, 2007.

The options shall commence as of the date of this letter and continue until March 4, 2009, if not commenced or extended as per the terms of the Lease agreement.

I have also included a certificate of insurance naming Teton School District #401 as an additional insured for your files.

Should you have any questions please feel free to call me at 541-312-5497. We look forward to working with you.

Sincerely,


Jennifer Hunter
Senior Real Estate Manager
Edge Wireless LLC

COMMUNICATIONS FACILITY LEASE
(Existing Structure and Ground Space)

This Lease is made and entered into the 4th day of September, 2007, by and between Teton School District #401 with an address at P.O. Box 775, Driggs, ID 83422, (hereinafter referred to as "Landlord") and Edge Wireless LLC, an Oregon limited liability company, with an address at 650 SW Columbia, Suite 7200, Bend, Oregon 97702 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of that certain real property located at 641 East Ross Avenue, Driggs, ID 83422, County of Driggs, State of Idaho (the "Property"), which is more particularly described in Exhibit A attached hereto, upon which is located an existing structure described as the Southwest Light Pole at the New Football Field at the High School (the "Structure").

WHEREAS, Tenant desires to lease a portion of the Property for Tenant's transmission and receipt of radio-telephone and other electrical signals.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

(a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord portions of the Property consisting of (a) a ground space of approximately 270 square feet and (b) space on the Structure and such easements more specifically described below as are necessary for the antennas and initial installation, all of which is more particularly described as the "Premises" in Exhibit B, which is attached hereto and incorporated herein by reference, together with access for Tenant's uses from the nearest public right-of-way together with a right of access to the Premises from the nearest public right-of-way, as described in section 2(a) below..

(b) During the Option period and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right (i) to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively the "Tests"), (ii) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and (iii) otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Premises, and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Thousand Dollars (\$5,000.00) upon execution of this Lease. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant for an additional six (6) months upon written notification to Landlord prior to the expiration date of the Initial Option Term and the payment of an additional Five Hundred Dollars (\$500.00) as consideration for the renewal.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing of its election to do so, and the "Commencement Date" of this Lease shall be deemed to be the earlier of (i) the date that Tenant commences construction of Tenant's Facilities (defined below) or (ii) the expiration date of the Initial Option Term or any extension thereof. Prior to the Commencement Date, Landlord and Tenant shall record a Memorandum of Lease in substantially the form attached hereto, and Tenant may obtain at Tenant's expense a leasehold policy of title insurance. Landlord agrees to cooperate with Tenant to obtain nondisturbance agreements from the holders of any liens against the Property that have priority over Tenant's interest, and Tenant may terminate this Lease by written notice to Landlord prior to commencement of construction of Tenant's Facilities if Tenant's leasehold interest is subject to liens or encumbrances that are not acceptable to Tenant in its sole discretion. If Tenant exercises the Option then Landlord leases the Premises to the Tenant on the following terms and conditions:

2. Grant of Licenses. Landlord hereby grants to Tenant the following described licenses appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) Access. The right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the Property twenty-four (24) hours a day, seven (7) days a week, between the Premises and the public road known as 5th East Avenue over existing traveled ways where practical, and establishing a new route as necessary, including, but not limited to, the right to improve an access road. The precise location of the access way is subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such easement shall be used by Tenant to reach the Premises to perform Tests and for the construction, operation and maintenance of Tenant's Facilities and for no other purpose.

(b) Utilities. The right to place utility lines and related infrastructure over, across, or under the Property between the Premises and suitable utility company service connection points to service Tenant's Facilities. The precise location of the utility easement is subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. . (

3. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

4. Use of Premises. It is understood that Tenant intends to use the Premises and the licenses granted hereunder for the purpose of installing and operating antennas and related equipment ("Tenant's Facilities") for the transmission and receipt of radio-telephone and other electrical signals; such use includes the right to install and operate antennas, an equipment shelter or cabinet, cables and other connections between the Tenant's equipment and antennas, and fencing and any other items necessary to the successful and secure operation of Tenant's Facilities. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate Tenant's Facilities within the Premises at any time during the term of this Lease. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
5. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurred.
6. Option to Renew. Tenant shall have the option to renew this Lease for up to five consecutive (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof. In the event that any option term is not exercised by Tenant, all future option terms shall be forfeited. Each option to extend this Lease shall be automatically deemed exercised by the Tenant or its successors unless written notice of termination is sent to the Landlord in conformance with Section 27 hereof at least three (3) months prior to the expiration of the then existing term of this Lease.
7. Termination. Tenant shall have the right to terminate this Lease, or any extension thereof, at any time upon giving Landlord sixty (60) days' written notice to Landlord by certified mail or nationally recognized courier service. If this Lease is terminated rent and other charges shall be prorated as of the date of termination.
8. Rent. Commencing on the Commencement Date, Tenant shall pay rent to the Landlord in the amount of Five Thousand Four Hundred Dollars (\$5,400.00) per year, which shall be due regularly thereafter on each anniversary of the Commencement Date. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial year.
9. Adjusted Rent. On every anniversary of the Commencement Date of this Lease, rent shall be increased by three percent (3%) of the previous year's rent.
10. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. Tenant may install an emergency generator on the Premises and operate such generator during times when commercial power is not available.

11. Non-Interference. (a) If there are existing radio frequency user(s) on the Property, then within 20 days after the date of this Lease Landlord will provide Tenant with a list of all existing radio frequency user(s) and their respective frequencies to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequency users on the Property as long as the existing radio frequency user(s) operate and continue to operate within the frequencies disclosed to Tenant as provided above and in accordance with all applicable laws and regulations. (b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Facilities. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment. (c) Landlord will not use, nor will Landlord permit its employees, tenant, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to Landlord.

12. Compliance with FCC Radio Frequency Emissions Requirements. Tenant agrees to comply with all Federal Communications Commission ("FCC") rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure. Landlord shall require all other communications tenants of the Property to bear the same responsibility. If a subsequent communications tenant of the Property causes the radio frequency levels at the Premises and surrounding vicinity exceed exposure levels set by the FCC, Landlord shall require that such tenant shall take all steps necessary to meet FCC compliance levels.

13. Property Taxes. Tenant shall pay the personal property taxes levied against Tenant's Facilities and the Landlord shall be responsible for the real estate taxes levied against the Property.

14. Repairs. Tenant shall be responsible for all repairs of Tenant's Facilities, and may at its own expense alter or modify Tenant's Facilities to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant or its employees or agents, or directly resulting from the installation, use, maintenance, repair or removal of Tenant's Facilities upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord or its employees or agents. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful

misconduct or negligence. Notwithstanding anything to the contrary in this Lease, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Facilities. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage. Such insurance certificate shall also provide that Landlord will be notified by mail at least 30 days prior to cancellation of any specified coverage.

Landlord shall continuously maintain in full force and effect throughout the term of this Lease commercially reasonable liability insurance and commercially reasonable property and casualty insurance.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for thirty (30) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of sixty (60) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional sixty (60) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing and such cure is completed no later than 120 days after the default notice is given.

19. Transferability of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's authorization to operate Tenant's Facilities at the Site. Landlord understands and agrees that Tenant's interest in this Lease has been or will be assigned from time to time for security purposes as collateral in loan documents between Tenant and lenders. Landlord has no right to consent to such assignment, and in the event of Tenant's default of any such loan documents, Landlord will acknowledge any substitute

tenant resulting from a foreclosure of a security interest as the Tenant under this Lease. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in writing setting forth the name, address and telephone number of such assignee. Notwithstanding the foregoing, Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to a person or entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. For the purpose of this paragraph, "control" is defined as direct or indirect ownership by a person or entity or group of persons and/or entities of a 30% or more of the outstanding stock, ownership interest or other equity interest in the party controlled. Upon the effective date of any permitted assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

20. Subleasing. Upon giving Landlord fourteen (14) days' prior written notice, Tenant shall have the right to sublet, or grant licenses to use, all or any portion of Tenant's Facilities and/or the Premises to subtenants or licensees, and to sublicense any or all of the licenses granted herein in connection with any such sublease.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the County Recorder's Office. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Tenant's Facilities. Tenant's Facilities are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove Tenant's Facilities from the Premises. Within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove any of Tenant's Facilities located above ground from the Premises. Unless Landlord notifies Tenant in writing that Tenant does not need to remove such Tenant's Facilities, then Tenant shall remove such Tenant's Facilities, including all footings, foundations, and other below-ground portions of Tenant's Facilities in place.

23. Warranties. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below; and (b) Landlord represent and warrants that: (i) Landlord has legal vehicular access to the Property from the public road describe above and has the right to permit Tenant to use such access throughout the term of this Lease; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iii) the execution and performance of this Lease will not violate any laws,

ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord or the Property.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or beneficiary thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of an encumbrance against the Property a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property. (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover its reasonable cost and expenses incurred in such action and on appeal, including reasonable attorney fees.

27. Notices. All notices required or desired to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, or nationally recognized courier service to the party to be served at its address as follows:

If to Landlord:

Mr. Gordon Woolley, Superintendent
Teton School District #401
P.O. Box 775
Driggs, ID 83422

If to Tenant:

Edge Wireless, LLC
Real Estate Manager
650 S.W. Columbia, Suite 7200
Bend, OR 97702

Notices shall be deemed received when properly sent and received, refused or returned undelivered. Either party may change its address by notifying the other party of the change of address not less than ten (10) days prior to the effective date of such change.

28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

31. Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

32. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Lease and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.


33. Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of

such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) to such party's best knowledge and without undertaking any affirmative duty to determine the existence of any fact or condition which would afford a basis for a declaration of default beyond review of such party's records and inquiry of such party's employees, acknowledging that there are not any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) rent has not been paid in advance beyond the regularly scheduled rental payments period set forth in the Lease.

JenIN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

Teton School District #401

By: 
Printed: Gordon Woolley
Title: Superintendent

TENANT:

Edge Wireless LLC

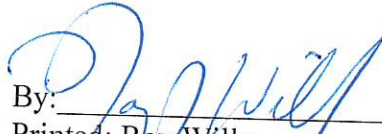
By: 
Printed: Roy Willy
Title: Director of System Development

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property of which the Premises are a part is all that real property located in the State of Idaho, County of Teton, described as follows:

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$

LESS: The West thirty (30) feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 5 North, Range 45 East, Boise Meridian.

SUBJECT to a 41.25 foot road and utility easement along the South side of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 25.

TOGETHER with a road and utility easement across the northern 41.25 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Beginning at the W $\frac{1}{4}$ corner of said Section 25 and running N 89°10'18" E., 1316.94 Feet to the NE Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S 00°27'00" E.; 41.25 feet; thence S 89°10'18" W., 1,218.77 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing S 71°42'55" W., 76.32 feet; thence S 54°15'32" W., 32.74 feet to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N 00°22'50" E., 82.90 feet to the point of beginning.

Reserving and excepting unto Grantor a non-exclusive easement over and across the South 41.25 feet of the above-described property which may be used by the Grantor and its successors and assigns for the installation and maintenance of sewer, water and electricity lines and to provide ingress to and egress from adjoining property owned by Grantor. Grantee has no obligation to develop a roadway across such easement property, but if a roadway is developed across such easement property by Grantee or its successors and assigns, then Grantor and its successors and assigns shall have a non-exclusive right to use such easement property for ingress to and egress from adjoining property owned by Grantor.

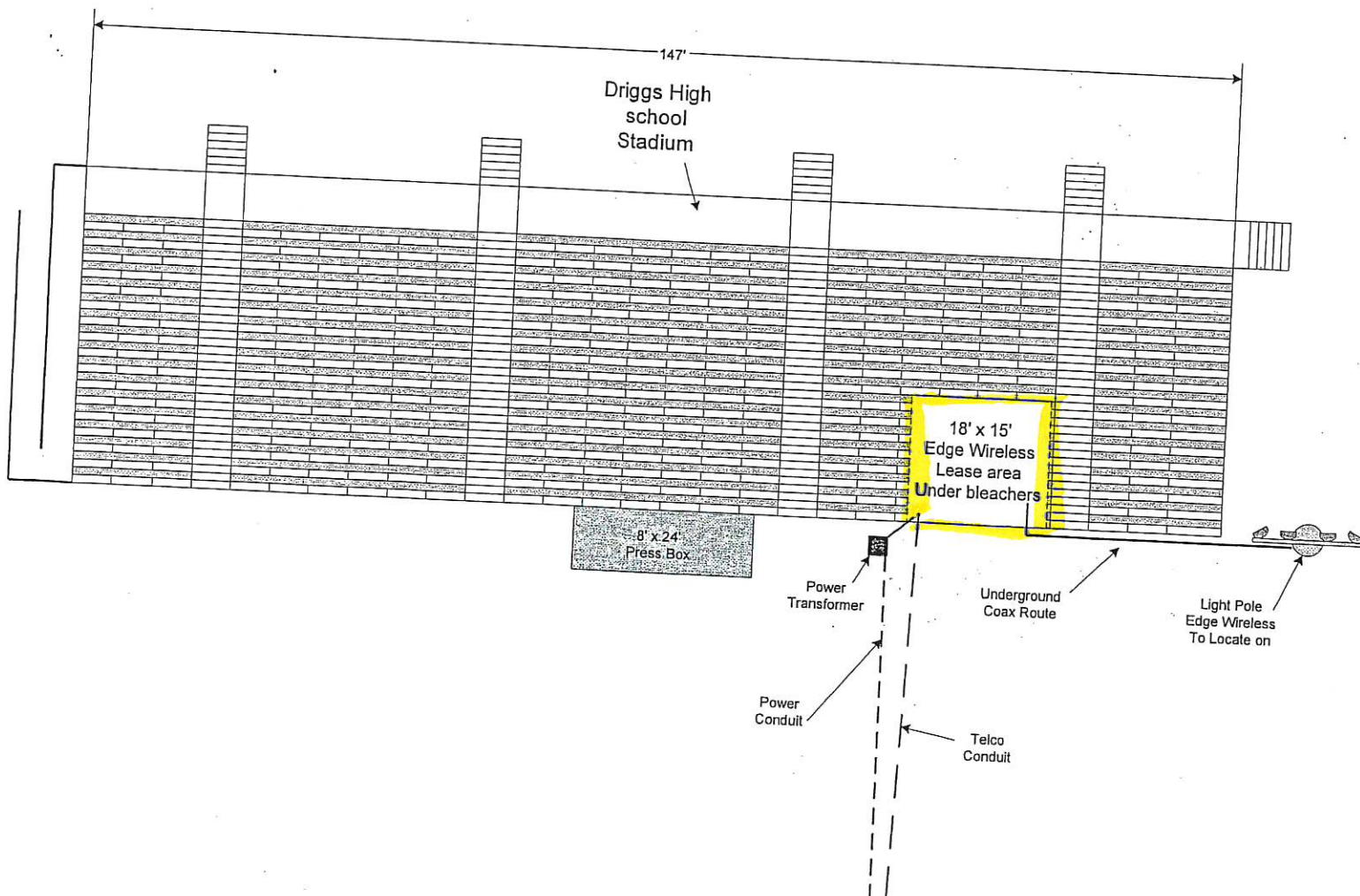
EXHIBIT B

DESCRIPTION OF THE PREMISES

The Premises consist of a parcel of land as depicted below, together with a non-exclusive license and right of way in and over the Property to provide pedestrian and vehicular ingress and egress to and from the Premises from the nearest public road, and utilities between the Premises and suitable utility company service connection points; and, a temporary right to enter and rest upon the Property adjacent to the Premises for the purposes of installing, repairing, replacing, and removing Tenant's Facilities and any other improvements or personal property of Tenant upon the Premises, including the right to bring in and use all necessary tools and machinery. The Premises and the associated access and utility connections as depicted below, are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property, subject to Tenant obtaining Landlord's prior written consent as provided in the Lease.



Approximate square footage: 270 sq. ft.
Approximate dimensions: 18' x 15'



Elevation
view
Looking North
East

Driggs DT
ID-327
8-13-07

(3) Edge Wireless
Antennas

90'

98'

Stadium Bleachers

90' Light
pole

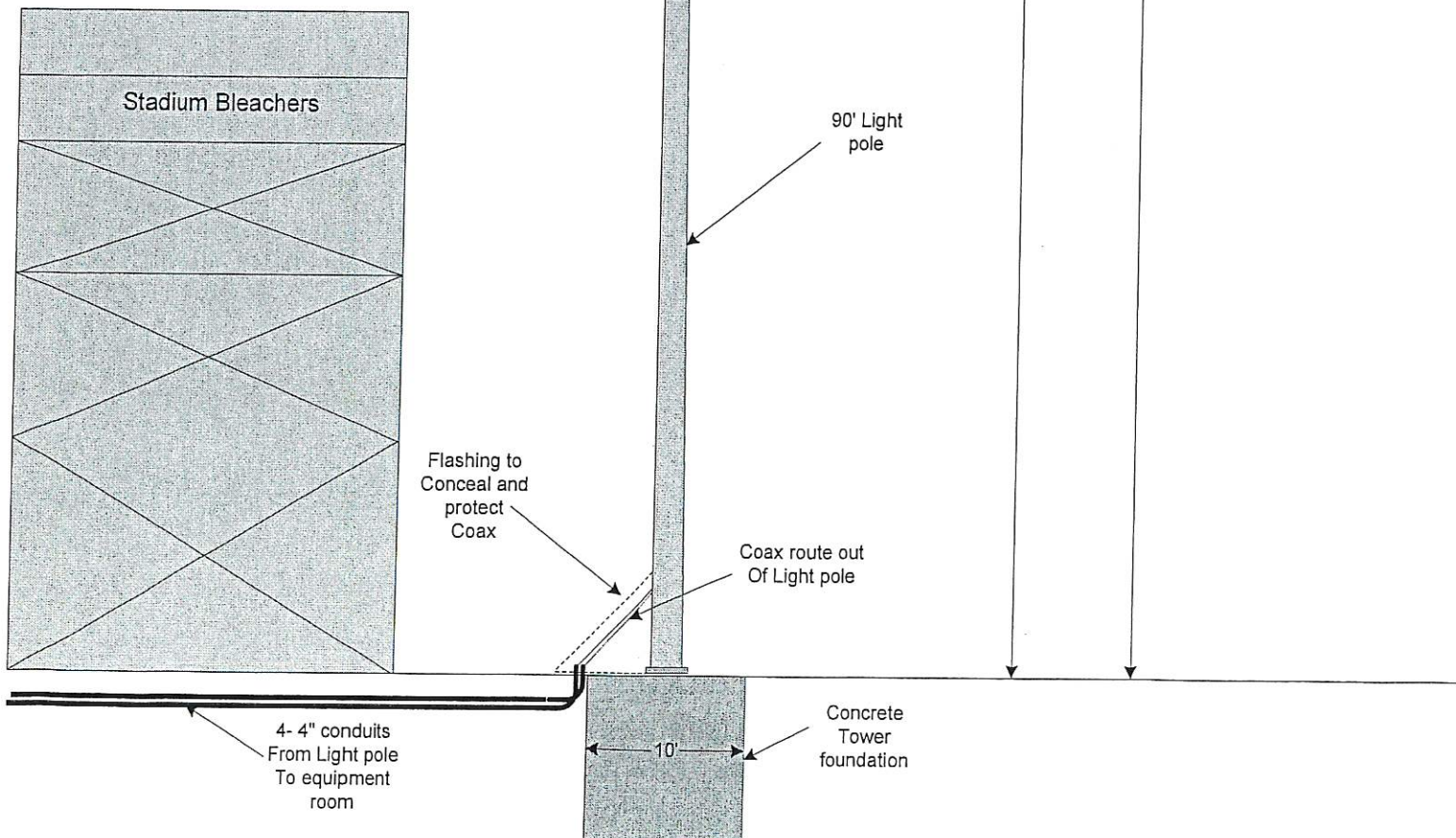
Flashing to
Conceal and
protect
Coax

Coax route out
Of Light pole

4- 4" conduits
From Light pole
To equipment
room

10'

Concrete
Tower
foundation



COMMUNICATIONS FACILITY LEASE
(Existing Structure and Ground Space)

This Lease is made and entered into the 4th day of September, 2007, by and between Teton School District #401 with an address at P.O. Box 775, Driggs, ID 83422, (hereinafter referred to as "Landlord") and Edge Wireless LLC, an Oregon limited liability company, with an address at 650 SW Columbia, Suite 7200, Bend, Oregon 97702 (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of that certain real property located at 641 East Ross Avenue, Driggs, ID 83422, County of Driggs, State of Idaho (the "Property"), which is more particularly described in Exhibit A attached hereto, upon which is located an existing structure described as the Southwest Light Pole at the New Football Field at the High School (the "Structure").

WHEREAS, Tenant desires to lease a portion of the Property for Tenant's transmission and receipt of radio-telephone and other electrical signals.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

(a) Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord portions of the Property consisting of (a) a ground space of approximately 270 square feet and (b) space on the Structure and such easements more specifically described below as are necessary for the antennas and initial installation, all of which is more particularly described as the "Premises" in Exhibit B, which is attached hereto and incorporated herein by reference, together with access for Tenant's uses from the nearest public right-of-way together with a right of access to the Premises from the nearest public right-of-way, as described in section 2(a) below..

(b) During the Option period and any extension thereof, and during the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right (i) to enter upon the Premises to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Premises (collectively the "Tests"), (ii) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises, including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and (iii) otherwise to do those things on or off the Premises that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Premises, the environmental history of the Premises, Landlord's title to the Premises, and the feasibility or suitability of the Premises for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Premises, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Thousand Dollars (\$5,000.00) upon execution of this Lease. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant for an additional six (6) months upon written notification to Landlord prior to the expiration date of the Initial Option Term and the payment of an additional Five Hundred Dollars (\$500.00) as consideration for the renewal.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing of its election to do so, and the "Commencement Date" of this Lease shall be deemed to be the earlier of (i) the date that Tenant commences construction of Tenant's Facilities (defined below) or (ii) the expiration date of the Initial Option Term or any extension thereof. Prior to the Commencement Date, Landlord and Tenant shall record a Memorandum of Lease in substantially the form attached hereto, and Tenant may obtain at Tenant's expense a leasehold policy of title insurance. Landlord agrees to cooperate with Tenant to obtain nondisturbance agreements from the holders of any liens against the Property that have priority over Tenant's interest, and Tenant may terminate this Lease by written notice to Landlord prior to commencement of construction of Tenant's Facilities if Tenant's leasehold interest is subject to liens or encumbrances that are not acceptable to Tenant in its sole discretion. If Tenant exercises the Option then Landlord leases the Premises to the Tenant on the following terms and conditions:

2. Grant of Licenses. Landlord hereby grants to Tenant the following described licenses appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) Access. The right of pedestrian and vehicular ingress and egress to and from the Premises at any time over and upon the Property twenty-four (24) hours a day, seven (7) days a week, between the Premises and the public road known as 5th East Avenue over existing traveled ways where practical, and establishing a new route as necessary, including, but not limited to, the right to improve an access road. The precise location of the access way is subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such easement shall be used by Tenant to reach the Premises to perform Tests and for the construction, operation and maintenance of Tenant's Facilities and for no other purpose.

(b) Utilities. The right to place utility lines and related infrastructure over, across, or under the Property between the Premises and suitable utility company service connection points to service Tenant's Facilities. The precise location of the utility easement is subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. . (

3. Survey/Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

4. Use of Premises. It is understood that Tenant intends to use the Premises and the licenses granted hereunder for the purpose of installing and operating antennas and related equipment ("Tenant's Facilities") for the transmission and receipt of radio-telephone and other electrical signals; such use includes the right to install and operate antennas, an equipment shelter or cabinet, cables and other connections between the Tenant's equipment and antennas, and fencing and any other items necessary to the successful and secure operation of Tenant's Facilities. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate Tenant's Facilities within the Premises at any time during the term of this Lease. Tenant's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto.
5. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurred.
6. Option to Renew. Tenant shall have the option to renew this Lease for up to five consecutive (5) additional terms of five (5) years each, upon a continuation of all the same provisions hereof. In the event that any option term is not exercised by Tenant, all future option terms shall be forfeited. Each option to extend this Lease shall be automatically deemed exercised by the Tenant or its successors unless written notice of termination is sent to the Landlord in conformance with Section 27 hereof at least three (3) months prior to the expiration of the then existing term of this Lease.
7. Termination. Tenant shall have the right to terminate this Lease, or any extension thereof, at any time upon giving Landlord sixty (60) days' written notice to Landlord by certified mail or nationally recognized courier service. If this Lease is terminated rent and other charges shall be prorated as of the date of termination.
8. Rent. Commencing on the Commencement Date, Tenant shall pay rent to the Landlord in the amount of Five Thousand Four Hundred Dollars (\$5,400.00) per year, which shall be due regularly thereafter on each anniversary of the Commencement Date. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial year.
9. Adjusted Rent. On every anniversary of the Commencement Date of this Lease, rent shall be increased by three percent (3%) of the previous year's rent.
10. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. Tenant may install an emergency generator on the Premises and operate such generator during times when commercial power is not available.

11. Non-Interference. (a) If there are existing radio frequency user(s) on the Property, then within 20 days after the date of this Lease Landlord will provide Tenant with a list of all existing radio frequency user(s) and their respective frequencies to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with such existing radio frequency users on the Property as long as the existing radio frequency user(s) operate and continue to operate within the frequencies disclosed to Tenant as provided above and in accordance with all applicable laws and regulations. (b) Landlord will not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Facilities. Landlord will notify Tenant and receive Tenant's written approval prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its communications equipment. (c) Landlord will not use, nor will Landlord permit its employees, tenant, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Lease. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference to Tenant's operations does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Lease, to elect to enjoin such interference or to terminate the Lease upon notice to Landlord.

12. Compliance with FCC Radio Frequency Emissions Requirements. Tenant agrees to comply with all Federal Communications Commission ("FCC") rules pertaining to its operations on the Premises, including those pertaining to radio frequency exposure. Landlord shall require all other communications tenants of the Property to bear the same responsibility. If a subsequent communications tenant of the Property causes the radio frequency levels at the Premises and surrounding vicinity exceed exposure levels set by the FCC, Landlord shall require that such tenant shall take all steps necessary to meet FCC compliance levels.

13. Property Taxes. Tenant shall pay the personal property taxes levied against Tenant's Facilities and the Landlord shall be responsible for the real estate taxes levied against the Property.

14. Repairs. Tenant shall be responsible for all repairs of Tenant's Facilities, and may at its own expense alter or modify Tenant's Facilities to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant or its employees or agents, or directly resulting from the installation, use, maintenance, repair or removal of Tenant's Facilities upon the Property. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord or its employees or agents. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful

misconduct or negligence. Notwithstanding anything to the contrary in this Lease, each of Tenant and Landlord hereby waives any claims that they may have against the other with respect to consequential, incidental or special damages.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars combined single limit for bodily injury or death/property damage arising out of any one occurrence covering Tenant's work and operations upon the Property, and commercially reasonable property and casualty insurance covering Tenant's Facilities. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage. Such insurance certificate shall also provide that Landlord will be notified by mail at least 30 days prior to cancellation of any specified coverage.

Landlord shall continuously maintain in full force and effect throughout the term of this Lease commercially reasonable liability insurance and commercially reasonable property and casualty insurance.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. If this waiver would invalidate policy coverage under applicable law, this waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for thirty (30) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of sixty (60) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional sixty (60) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing and such cure is completed no later than 120 days after the default notice is given.

19. Transferability of Tenant's Interest. Tenant's interest under this Lease may be freely assigned in connection with the transfer of Tenant's authorization to operate Tenant's Facilities at the Site. Landlord understands and agrees that Tenant's interest in this Lease has been or will be assigned from time to time for security purposes as collateral in loan documents between Tenant and lenders. Landlord has no right to consent to such assignment, and in the event of Tenant's default of any such loan documents, Landlord will acknowledge any substitute

tenant resulting from a foreclosure of a security interest as the Tenant under this Lease. Any other assignment of this Lease by Tenant shall require Landlord's prior written consent, which consent Landlord agrees, shall not unreasonably be withheld. Furthermore, no assignment shall be effected pursuant to this Section unless Tenant shall notify Landlord in writing setting forth the name, address and telephone number of such assignee. Notwithstanding the foregoing, Tenant may assign or otherwise transfer this Lease without Landlord's prior written consent to an entity controlling, controlled by, or under common control with Tenant or to a person or entity acquiring substantially all of Tenant's assets through merger, sale or otherwise. For the purpose of this paragraph, "control" is defined as direct or indirect ownership by a person or entity or group of persons and/or entities of a 30% or more of the outstanding stock, ownership interest or other equity interest in the party controlled. Upon the effective date of any permitted assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Lease.

20. Subleasing. Upon giving Landlord fourteen (14) days' prior written notice, Tenant shall have the right to sublet, or grant licenses to use, all or any portion of Tenant's Facilities and/or the Premises to subtenants or licensees, and to sublicense any or all of the licenses granted herein in connection with any such sublease.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the County Recorder's Office. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Tenant's Facilities. Tenant's Facilities are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove Tenant's Facilities from the Premises. Within sixty (60) days after the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove any of Tenant's Facilities located above ground from the Premises. Unless Landlord notifies Tenant in writing that Tenant does not need to remove such Tenant's Facilities, then Tenant shall remove such Tenant's Facilities, including all footings, foundations, and other below-ground portions of Tenant's Facilities in place.

23. Warranties. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Lease and bind itself hereto through the party set forth as signatory for the party below; and (b) Landlord represent and warrants that: (i) [i] Landlord has legal vehicular access to the Property from the public road describe above and has the right to permit Tenant to use such access throughout the term of this Lease; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; and (iii) the execution and performance of this Lease will not violate any laws,

ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord or the Property.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or beneficiary thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of an encumbrance against the Property a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. (a) Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property. (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party. (c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover its reasonable cost and expenses incurred in such action and on appeal, including reasonable attorney fees.

27. Notices. All notices required or desired to be given under this Lease shall be in writing and sent by certified mail, return receipt requested, or nationally recognized courier service to the party to be served at its address as follows:

If to Landlord:

Mr. Gordon Woolley, Superintendent
Teton School District #401
P.O. Box 775
Driggs, ID 83422

If to Tenant:

Edge Wireless, LLC
Real Estate Manager
650 S.W. Columbia, Suite 7200
Bend, OR 97702

Notices shall be deemed received when properly sent and received, refused or returned undelivered. Either party may change its address by notifying the other party of the change of address not less than ten (10) days prior to the effective date of such change.

28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

29. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

30. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

31. Governing Law. This Lease will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

32. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Lease, except as otherwise stated in the Lease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Lease and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

33. Estoppel. Either party will, at any time upon thirty (30) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of

such modification and certifying this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) to such party's best knowledge and without undertaking any affirmative duty to determine the existence of any fact or condition which would afford a basis for a declaration of default beyond review of such party's records and inquiry of such party's employees, acknowledging that there are not any uncured defaults on the part of the other party hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Lease is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) rent has not been paid in advance beyond the regularly scheduled rental payments period set forth in the Lease.

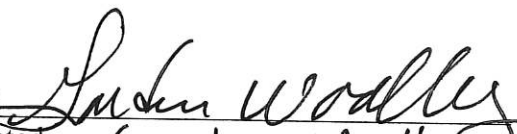
JenIN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

TENANT:

Teton School District #401

Edge Wireless LLC

By: 
Printed: Gordon Waples
Title: Superintendent

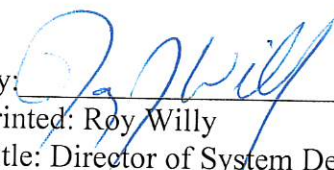
By: 
Printed: Roy Willy
Title: Director of System Development

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property of which the Premises are a part is all that real property located in the State of Idaho, County of Teton, described as follows:

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO.

Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$

LESS: The West thirty (30) feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 5 North, Range 45 East, Boise Meridian.

SUBJECT to a 41.25 foot road and utility easement along the South side of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 25.

TOGETHER with a road and utility easement across the northern 41.25 feet of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, Township 5 North, Range 45 East, Boise Meridian, Teton County, Idaho, being further described as: Beginning at the W $\frac{1}{4}$ corner of said Section 25 and running N 89°10'18" E., 1316.94 Feet to the NE Corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S 00°27'00" E.; 41.25 feet; thence S 89°10'18" W., 1,218.77 feet; thence along a curve to the left with a radius of 127.20 feet and a chord bearing S 71°42'55" W., 76.32 feet; thence S 54°15'32" W., 32.74 feet to the West line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$; thence N 00°22'50" E., 82.90 feet to the point of beginning.

Reserving and excepting unto Grantor a non-exclusive easement over and across the South 41.25 feet of the above-described property which may be used by the Grantor and its successors and assigns for the installation and maintenance of sewer, water and electricity lines and to provide ingress to and egress from adjoining property owned by Grantor. Grantee has no obligation to develop a roadway across such easement property, but if a roadway is developed across such easement property by Grantee or its successors and assigns, then Grantor and its successors and assigns shall have a non-exclusive right to use such easement property for ingress to and egress from adjoining property owned by Grantor.

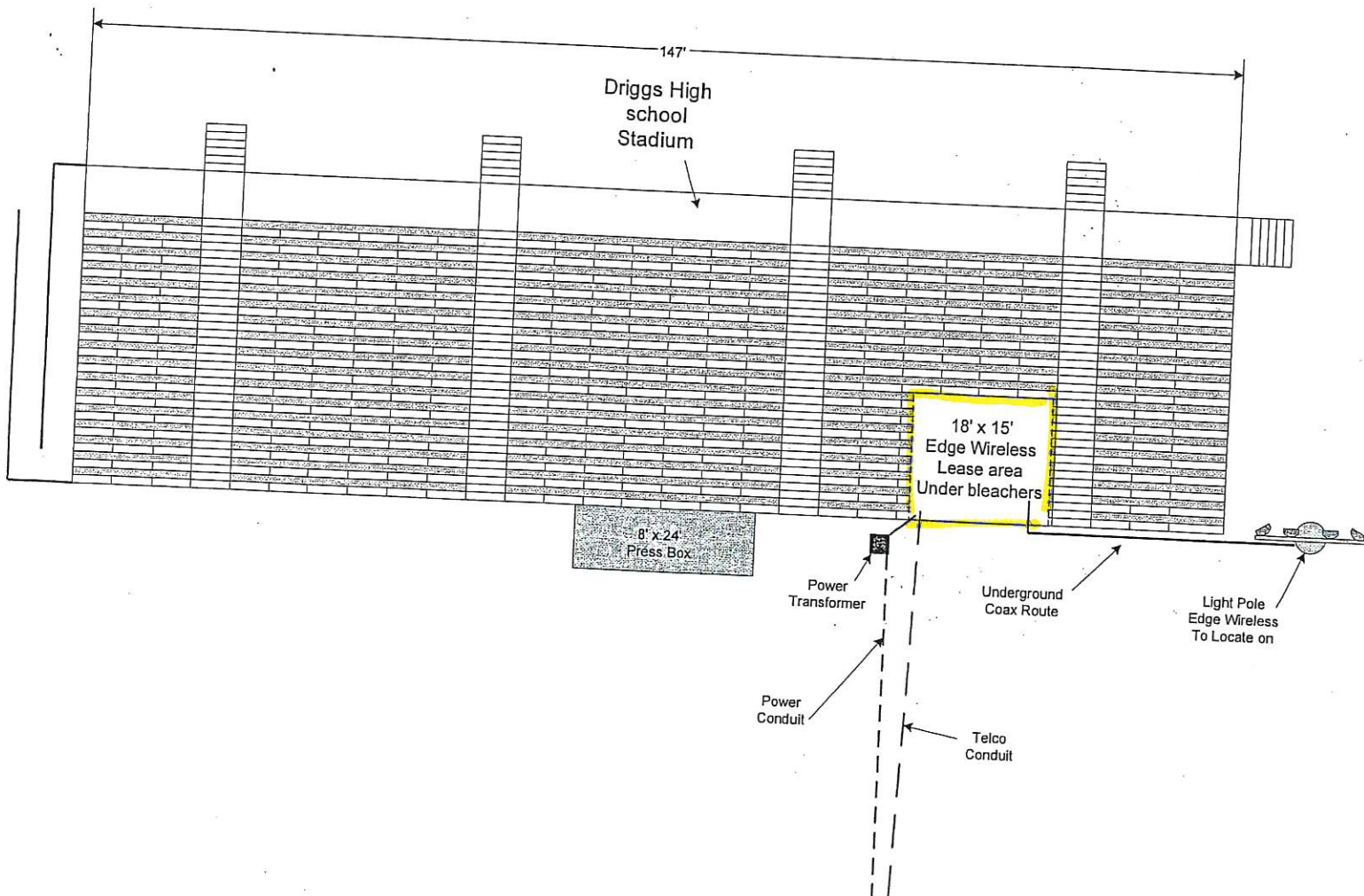
EXHIBIT B

DESCRIPTION OF THE PREMISES

The Premises consist of a parcel of land as depicted below, together with a non-exclusive license and right of way in and over the Property to provide pedestrian and vehicular ingress and egress to and from the Premises from the nearest public road, and utilities between the Premises and suitable utility company service connection points; and, a temporary right to enter and rest upon the Property adjacent to the Premises for the purposes of installing, repairing, replacing, and removing Tenant's Facilities and any other improvements or personal property of Tenant upon the Premises, including the right to bring in and use all necessary tools and machinery. The Premises and the associated access and utility connections as depicted below, are approximate only, and may be adjusted or changed by Tenant at the time of construction to reasonably accommodate sound engineering criteria and the physical features of the Property, subject to Tenant obtaining Landlord's prior written consent as provided in the Lease.



Approximate square footage: 270 sq. ft.
Approximate dimensions: 18' x 15'



Elevation
view
Looking North
East

Driggs DT
ID-327
8-13-07

(3) Edge Wireless
Antennas

90'

98'

Stadium Bleachers

90' Light
pole

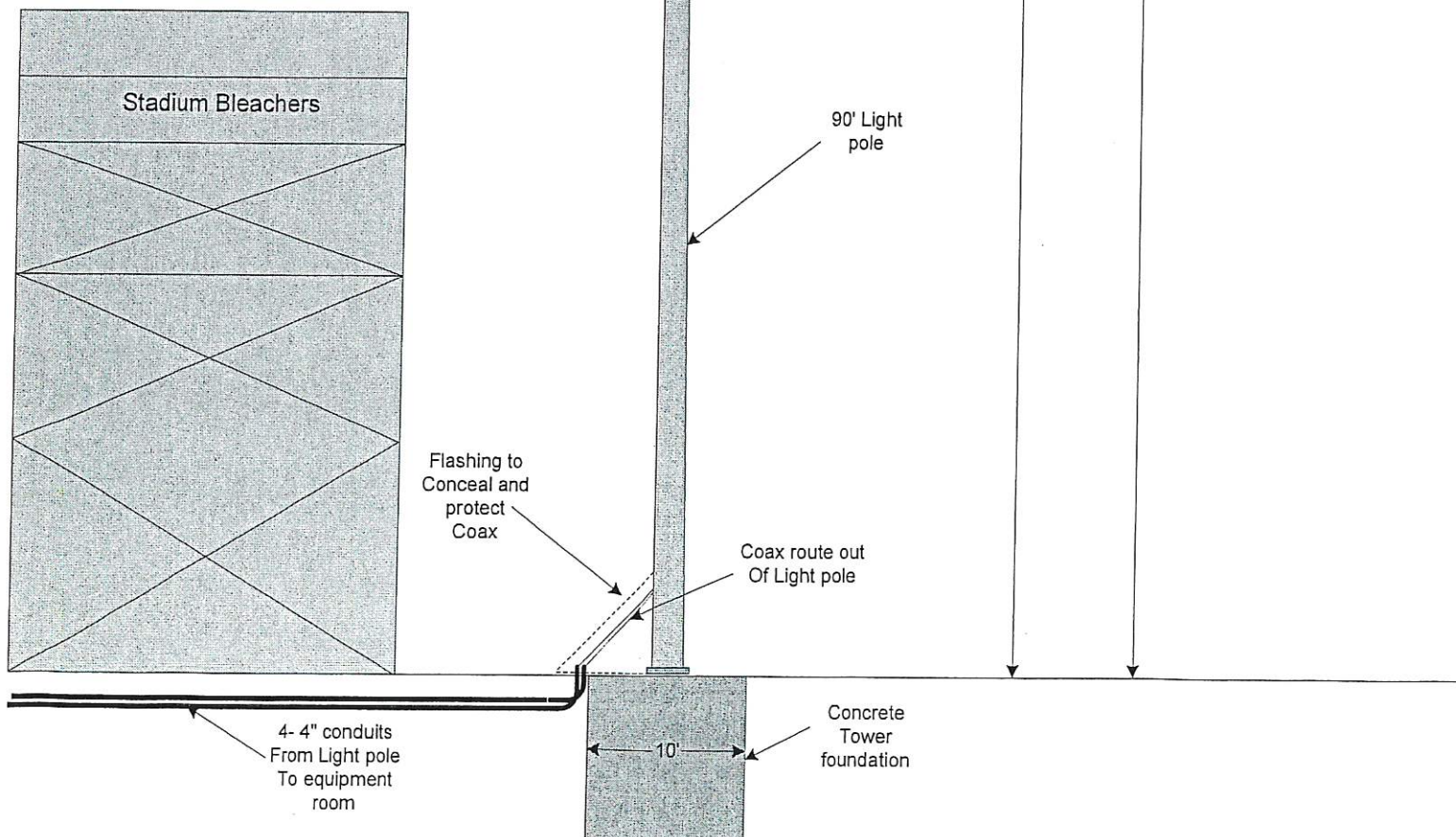
Flashing to
Conceal and
protect
Coax

Coax route out
Of Light pole

4- 4" conduits
From Light pole
To equipment
room

10'

Concrete
Tower
foundation



ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/1/2008

PRODUCER
Commercial Lines ... 206-892-9200
ABD Insurance & Financial Services
601 Union Street
Seattle, WA 98101

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Edge Wireless LLC
Sheri Abbott
650 SW Columbia #7200
Bend OR 97702

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35757594	013108	013109	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ Included</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ Included
EACH OCCURRENCE	\$ 1,000,000																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																	
MED EXP (Any one person)	\$ 10,000																	
PERSONAL & ADV INJURY	\$ 1,000,000																	
GENERAL AGGREGATE	\$ 2,000,000																	
PRODUCTS - COMP/OP AGG	\$ Included																	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN EA ACC	\$	AUTO ONLY: AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																	
OTHER THAN EA ACC	\$																	
AUTO ONLY: AGG	\$																	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$		
EACH OCCURRENCE	\$																	
AGGREGATE	\$																	
	\$																	
	\$																	
	\$																	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"><tr><td>WC STATU-TORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$				
WC STATU-TORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT	\$																	
E.L. DISEASE - EA EMPLOYEE	\$																	
E.L. DISEASE - POLICY LIMIT	\$																	
		OTHER																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Teton School District is an Additional Insured for General Liability as respects its interest in the operations of the insured at Site Address: 641 East Ross Ave, Driggs, ID, 83422.

CERTIFICATE HOLDER

Teton School District #401
P.O. Box 775
Driggs ID 83422

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.