

## **FIRST AMENDMENT TO LEASE AGREEMENT**

RN872 Covington DT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") made as of the 26th day of September, 2008, by and between **MEADWESTVACO CORPORATION**, a Delaware corporation ("Owner"), and **VIRGINIA PCS ALLIANCE, L.C.**, a Virginia limited liability company, d/b/a NTELOS ("Company").

### **RECITALS**

WHEREAS, under the Lease Agreement dated May 12, 2008, between Owner and Company (the "Lease"), Owner agreed to lease to Company certain real property within the facility of Owner located at 96 West Riverside Street, Covington, Virginia, as more particularly described in the Lease; and

WHEREAS, Owner and Company desire to amend the Lease in order to provide for electric power to the Leased Property (as defined in the Lease); and

WHEREAS, Owner and Company desire to amend the Lease to revise **Attachment "A"** to the Lease and **Attachment "G"** to the Lease.

### **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company hereby agree as follows:

1. Approvals and Utilities. Paragraph 11 "Approvals and Utilities" of the Lease is amended to add the following:

"Owner shall permit Company, at Company's expense, to connect to the electric line of Owner in a location reasonably acceptable to Owner and Company and to install, locate, operate and maintain an above ground electric line to the Leased Property from such location to the Leased Property (which electric line shall have a separate meter) subject to reasonable rules and regulations as Owner may impose from time to time. Owner shall invoice Company for the electricity used by Company in January 2009 and in each subsequent July and January (and, if earlier, upon the expiration or termination of the lease term) at the average retail price charged by the utility provider for electricity for the applicable period, as reasonably determined by Owner. Company shall pay the invoice for the cost of the electricity within thirty (30) days of Company's receipt of such invoice. Owner shall have no liability or obligation to Company for the interruption of electric service. Owner may discontinue the provision of electric service to Company at any time upon not less than ninety (90) days prior written notice by Owner to Company. If Owner elects to discontinue electric service, Owner shall provide Company an easement for electric service to the Leased Property through Owner's Property in a location reasonably acceptable to Owner and Company (which easement shall be set forth in an amendment to this Agreement)."

2. Attachment "A". **Attachment "A"** to the Lease is hereby deleted in its entirety and replaced with the **Revised Attachment "A"** to this First Amendment.

3. Attachment "G". **Attachment "G"** to the Lease is hereby deleted in its entirety and replaced with the **Revised Attachment "G"** to this First Amendment.

4. Effect of Amendment. The terms and conditions of this First Amendment shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Company. Except as expressly set forth herein, this First Amendment shall not be deemed to waive, amend or modify any term or condition of the Lease, which shall remain in full force and effect.

5. Complete Agreement. The Lease as amended by this First Amendment contains all agreements, promises, and understandings between Owner and Company with respect to leasing of the Site. This Paragraph 5 shall not impair or affect the last sentence of Paragraph 19C of the Lease.

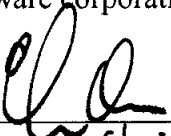
6. Counterparts. This First Amendment may be signed in counterparts, which shall constitute one (1) and the same document.

7. Defined Terms. Capitalized terms not defined herein shall have the same meaning given to them in the Lease.

IN WITNESS WHEREOF, Owner and Company have executed this First Amendment.

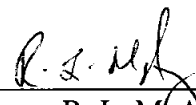
**OWNER:**

MEADWESTVACO CORPORATION, a  
Delaware corporation

By:   
Name: Chris Usen  
Title: vp

**COMPANY:**

VIRGINIA PCS ALLIANCE, L.C., a Virginia  
limited liability company, d/b/a NTELOS

By:   
Name: R. L. McAvoy  
Title: Vice President

Revised Attachment "A"  
Revised Attachment "G"

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