

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") dated May 12, 2008 is between **MEADWESTVACO CORPORATION**, a Delaware corporation ("Owner"), and **VIRGINIA PCS ALLIANCE, L.C.**, a Virginia limited liability company, d/b/a NTELOS ("Company").

In consideration of the Rent, as hereinafter defined, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Company agree as follows:

1. **GRANT OF LEASE.** Owner hereby leases to Company, and Company leases from Owner, in accordance with this Agreement, the following:

Real property comprised of approximately ten thousand (10,000) square feet of land (100' x 100') in the location shown on **Attachment "A"** (the "Leased Property"), together with non-exclusive easements across the real property and improvements thereon owned by Owner in the area reasonably designated by Company and reasonably approved by Owner (the "Easement Area") for (i) subject to reasonable rules and regulations as Owner may impose from time to time (including, without limitation, as a condition to access to the Owner's Property (as defined in this paragraph 1) and the Leased Property, completing the safety training program of Owner and complying with the safety rules of Owner from time to time in effect), unrestricted access, ingress and egress to and from the Leased Property seven (7) days a week, twenty-four (24) hours a day and (ii) installation, location, operation and maintenance of solely above ground utilities in the Easement Area including, without limitation, telephone and electric utilities (collectively, the "Easements"). The Leased Property and the Easements are collectively referred to herein as the "Site". Owner and Company agree that the Site may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at Company's expense. Such survey and/or construction drawings shall be subject to the reasonable approval of Owner and, upon such approval, shall then replace **Attachment "A"** and shall then become a part hereof and shall control the description of the Site if a discrepancy exists between the description contained in this paragraph 1 and the survey and/or construction drawings. "Owner's Property" means the real property described in "**Attachment B**".

2. INTENTIONALLY DELETED

3. INTENTIONALLY DELETED

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5. INTENTIONALLY DELETED

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7. **LEASE TERM.** The initial term of this Agreement shall begin on May 12, 2008 (the "Commencement Date"), and shall continue until midnight on May 31, 2013 (the "Initial Term").

8. **RENT.** Rent for May 2008 shall be paid on or before June 15, 2008. Rent shall be paid annually in advance beginning on June 1, 2008 and on each anniversary thereof. The rent for May 2008 shall be **Seven Hundred Ten and No/100 Dollars (\$710.00)**. The annual rent shall be **Thirteen Thousand Two Hundred and No/100 Dollars (\$13,200.00)**. The annual rent for each and every year beginning on June 1, 2009 and each subsequent June 1 shall be the annual rent in effect for the previous year of the term or extension period, as applicable, increased by **three percent (3%)**. Company shall pay, on demand, a late fee of five percent (5%) on any rent which is not paid on or before the due date. Any payment which is not paid when due shall bear interest at eighteen percent (18%) per annum, or the highest rate which is permitted by law, whichever is lower, from the date due until paid; Company shall pay any such interest on demand.

9. **EXTENSION OF LEASE TERM.** Company shall have the right to extend the lease term for five (5) additional, successive five (5) year extension periods upon the terms and conditions set forth in this Agreement, except that there shall be no extensions of the lease term other than as set forth in this paragraph 9. The lease term shall be automatically extended for the next successive extension period unless Company notifies Owner in writing of Company's intention not to extend prior to the commencement of the next successive extension period.

10. **USE.** Throughout the lease term, as may be extended, the Site may be used by Company (its sublessees and/or licensees) solely for installing, removing, replacing, maintaining and operating communications facilities including, without limitation, personal communications service, cellular, paging, radio, cable and other communications facilities, which may include, without limitation, antenna arrays, dishes, cables, wires, equipment shelters and buildings, electronics equipment, generators, above ground fuel tanks, accessories, and communications towers. Further, throughout the lease term, as may be extended, Company (its sublessees and/or licensees) shall have the right to conduct feasibility tests on the Site to determine the suitability of the Site for Company's (its sublessees' and/or licensees') intended uses and communications facilities. Any above ground fuel tank shall be subject to such reasonable construction standards, environmental requirements and insurance requirements as Owner may reasonably specify to Company.

11. **APPROVALS AND UTILITIES.** Throughout the lease term, as may be extended, Company, at Company's expense, shall be responsible for (i) obtaining all licenses, permits and other approvals required by any federal, state or local authority for Company's (its sublessees' and/or licensees') use of the Site and/or operation of the communications facilities (collectively, "Approvals") and (ii) paying for all utilities consumed by Company (its sublessees and/or licensees) at the Site. Owner agrees to cooperate with Company (its sublessees and/or licensees) in obtaining and/or maintaining, at no expense to Owner and at no additional expense to, or consideration from Company (its sublessees and/or licensees) except as provided hereby, such Approvals and utilities for Company's use including, without limitation, the execution and notarization of, and delivery to Company within ten (10) business days of Owner's receipt thereof or as soon thereafter as reasonably practicable, all documents

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required for such Approvals or utilities for Company's use which impose no liability or obligation on Owner and which, as to any easement for utilities, shall expire upon the expiration or termination of this Agreement. Company shall pay, within thirty (30) days of receipt of an invoice, the reasonable out-of-pocket expense incurred by Owner in connection with such cooperation for the Approvals or utilities.

12. PERSONAL PROPERTY. The communications facilities, equipment, improvements, fixtures, and personal property of Company (its sublessees and/or licensees) on the Site shall be and remain the personal property of Company (its sublessees and/or licensees) even though some or all of it may be physically attached to the land. Except as otherwise provided hereby, Company shall remove all personal property of Company (its sublessees and/or licensees) from the Site upon expiration or termination of this Agreement, and the Site shall be restored to its original condition, reasonable wear and tear excepted. Unless Owner otherwise gives written notice to Company, Company shall be required to remove any building or tower foundation (to the depth of three (3) feet below the surface), any concrete pads, or any underground cables or wires upon the expiration or termination of this Agreement.

13. NOTICES. Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth on **Attachment "D"** or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, or on the business day after deposit with Federal Express (or a comparable overnight delivery service) or five (5) business days after deposit in the United States Mail, as the case may be. Notices may be given by an agent on behalf of Owner or Company. Either Owner or Company may change its or add addresses for purposes of this paragraph 13 by giving thirty (30) days prior notice in accordance with this paragraph.

14. ASSIGNMENT; SUBLEASE; LICENSE. Owner may sell the Owner's Property or assign this Agreement without the consent of Company. Company may assign this Agreement without Owner's consent to its parent company, to a subsidiary company, or an affiliate, or to any successor-in-interest acquiring substantially all of either party's membership interests or assets (an "Affiliate Transfer"). Further, notwithstanding anything to the contrary contained in this Agreement, either party may assign, mortgage, pledge, hypothecate, or otherwise transfer, without either party's approval, either party's interest in this Agreement to any person or entity as collateral security for borrowed money and/or any other obligation of either party. Such assignment shall be effective upon receipt of written notice by either party. Any other assignment, sublease or license shall require Owner's prior written consent, such consent not to be unreasonably withheld. Notwithstanding any assignment, sublease or license, Company shall remain liable under this Agreement jointly and severally with the assignee, sublessee or licensee. As a condition to any assignment, sublease or license which is not an Affiliate Transfer, Company shall pay to Owner as and when received ten percent

(10%) of the consideration (however denominated) received by Company for such assignment, sublease or license which is in the nature of a "co-location".

15. TERMINATION AFTER COMMENCEMENT OF LEASE TERM. Company may terminate this Agreement at any time prior to December 1, 2008 upon written notice to Owner without further liability except for the obligations which survive the expiration or termination of this Agreement, if Company determines, in Company's sole and absolute discretion, that Company may not obtain the Approvals. Company may terminate this Agreement at any time after June 1, 2013, upon written notice to Owner without further liability except for the obligations which survive the expiration or termination of this Agreement, if Company determines, in Company's sole and absolute discretion, that (i) any Approval is cancelled, withdrawn or terminated or expires or lapses, (ii) based on the results of any feasibility tests, whether conducted prior to or after the commencement of the lease term, as may be extended, the Site is not suitable for Company's communications facilities or intended use, (iii) Company no longer desires to operate its communications facilities on the Site for technological reasons, or (iv) the Site is no longer suitable for the Company's purposes. Upon termination, all prepaid rent shall be retained by Owner.

16. INDEMNITY. Owner and Company shall indemnify the other against and holds the other harmless from any and all liability, damage, loss, expense, cost, penalty and fee, including reasonable attorney's fees, arising out of the inspection, use, ownership and/or occupancy of the Site or Owner's Property by such indemnifying party. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party or to any loss of revenue by Company. The indemnity obligations under this paragraph 16 shall survive the expiration or termination of the lease term, as may be extended, and this Agreement.

17. HAZARDOUS SUBSTANCES. For purposes of this provision, "Hazardous Substances" include any substance identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Company represents and covenants to Owner that Company will not cause contamination of the Site or the Owner's Property by any Hazardous Substances. Company agrees to indemnify and hold harmless Owner from any damage, claim, loss, cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorneys fees, and court or administrative proceedings) incurred by Owner on account of contamination of the Site or the Owner's Property by any Hazardous Substance caused by Company. Owner shall remediate in accordance with all Governmental Laws any environmental contamination of the Site by Owner. The indemnity obligations under this paragraph shall survive the expiration or termination of the lease term, as may be extended, and this Agreement.

18. INTENTIONALLY DELETED

19. MISCELLANEOUS.

A. Throughout the lease term, as may be extended, Company, upon paying the rent, shall peaceably and quietly have, hold and enjoy the Site.

B. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. Company

represents and warrants that Company has full authority to enter into and sign this Agreement.

C. This Agreement contains all agreements, promises, and understandings between the Owner and Company with respect to the leasing of the Site and may be signed in counterparts, which shall constitute one (1) and the same document. This Agreement does not impair or affect the Mutual Confidentiality and Non-Disclosure Agreement dated April 15, 2008 between Owner and Company. All Attachments are incorporated by reference.

D. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Company.

E. The substantially prevailing party in any action or proceeding in court or arbitration (the identity of which shall be determined by the tribunal in such action or proceeding) to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys fees and other reasonable enforcement costs and expenses from the other party. The obligations under this paragraph 19E shall survive the expiration or termination of this Agreement.

F. Except as expressly limited herein, Owner and Company shall each have such remedies for the default of the other party as provided at law or in equity (including, without limitation, breach of a lease and a right to eviction by Owner) following written notice of such default and the failure to cure such default within thirty (30) days of the giving of such notice; provided, however, the non-defaulting party may not pursue such remedies if the default is not a default in the payment of money and if the defaulting party commences to cure the default within such thirty (30) days and continuously proceeds with due diligence to fully cure the default.

G. Owner, at no expense to Owner and at no additional expense to or consideration from Company, agrees to execute, notarize and deliver within forty-five (45) days of the Commencement Date to Company for recording a Memorandum of Lease in the form of Attachment "E" for recording in the official records of the city or county in which the Site is located. Company shall pay the cost of such recording.

H. If a deed of trust, mortgage or other encumbrance affects Owner's Property, Owner, at no expense to Owner and at no additional expense to or consideration from Company, agrees to cooperate with Company in obtaining a nondisturbance agreement providing that Company's possession, use and enjoyment of the Site and its rights under this Agreement shall not be disturbed if Company is not in default under this Agreement after the expiration of all applicable cure periods. Owner agrees to execute, notarize and deliver to Company within ten (10) business days of receipt thereof any such nondisturbance agreement which is reasonably acceptable to Owner.

I. Company shall be responsible for paying all personal property taxes assessed upon Company's communications facilities or personal property located on the Leased Property. Owner shall be responsible for paying all personal property taxes assessed upon any improvements owned by Owner and located on the Owner's Property. Owner also shall be responsible for paying all real property taxes assessed upon the Owner's Property including, without limitation, the Leased Property; provided, however, if any portion of Company's communications facilities or personal

property is assessed as real property rather than as personal property, Company shall be responsible for paying any real property taxes attributable to Company's communication facilities or personal property. Within thirty (30) days of Company's receipt of written notice and reasonable documentation of the portion of the real estate taxes attributable to Company's communications facilities or personal property, Company shall reimburse Owner for such real estate taxes.

J. Owner covenants and agrees that, throughout the lease term, as may be extended, the Owner will not use any portion of the Owner's Property for the providing of wireless communications or communications towers which would unreasonably interfere with the operation of the communications facilities of Company on the Site. Owner agrees that the foregoing covenant shall run with the title to the Owner's Property, shall be binding upon Owner's successors and assigns, is commercially reasonable, and shall not be an undue burden on Owner or the Owner's Property. This paragraph 19J is subject to paragraph 20A.

K. Company agrees that any improvements constructed on the Site by Company and the operation of Company's communications facilities on the Site shall be in compliance with all laws, codes and regulations of all federal, state and local governmental or quasi-governmental authorities (collectively, "Governmental Laws").

L. Owner waives any lien rights it may have concerning Company's equipment and facilities at the Site which are deemed Company's personal property and not fixtures. Further, Owner agrees that, except as otherwise provided by this Agreement, the Company's equipment and facilities at the Site may be removed at any time. This paragraph 19L shall not impair or affect any judgment by Owner against Company.

M. This Agreement shall be interpreted according to the laws of the state in which the Site is located.

N. This Agreement is not considered a binding offer or agreement until signed by Owner and Company.

O. All references in this Agreement to "days" shall mean calendar days, and all references in this Agreement to "business days" shall mean weekdays on which national banks are open for business.

P. Each of Owner and Company represent and warrant to the other of them that neither Owner nor Company has dealt with any broker or agent in connection with the negotiation or execution of this Agreement. Owner and Company shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party. The obligations under this paragraph 19P shall survive the expiration or termination of this Agreement.

20. ADDITIONAL TERMS.

A. **INTERFERENCE.** If Owner's wireless communications facilities installed on the Owner's Property after the date hereof cause interference to Company's operations from the communications tower on the Site, Company shall notify Owner in writing of such interference, and Owner shall proceed, at its expense, to correct such interference within a commercially

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reasonable period of time. Company agrees that Company and any other sublessees and/or licensees installing communications equipment on the communications tower subsequent to the Commencement Date of this Agreement shall be permitted to install only such communications equipment that is of the type and frequency which will not cause interference to Owner's facilities existing within Owner's Property at the time of the installation by Company or such other sublessees and/or licensees. In the event any such future sublessee's and/or licensee's equipment causes interference to Owner's facilities ("Interfering Party"), Owner shall notify Company in writing of such interference and Company shall cause the Interfering Party to take steps necessary to correct such interference within a commercially reasonable period of time.

B. INSURANCE. During the term of this Agreement, as may be extended, Company shall maintain the following insurance coverages: (i) commercial general liability insurance in an aggregate amount of \$2,000,000, (ii) worker's compensation in the applicable statutory amount, (iii) employers liability and occupational disease (each accident and each employee) with limits of \$1,000,000, (iv) automobile liability for owned and non-owned autos, combined single limit of \$1,000,000, and (v) "special form causes of loss" insurance, without coinsurance factor for full replacement value for such party's personal property located on the Owner's Property. Company shall name Owner as an additional insured with respect to the insurance listed in items (i), (iii) and (iv) above. All policies of insurance must provide for thirty (30) days prior written notice of cancellation or reduction of coverage to Owner. Within ten (10) days of this Agreement being executed by Owner and Company, Company shall provide to Owner written evidence that the insurance required herein is in full force and effect.

C. CONSTRUCTION; RELOCATION; MODIFICATION; OWNERSHIP

(1) Construction of Replacement Tower. Company, at Company's expense, shall prepare all plans and specifications for a communications tower, with associated tower improvements, at a height of approximately three hundred (300) feet above ground level ("AGL") on the Site (the "Replacement Tower"). Company shall have the right to construct the Replacement Tower and install Company's communications facilities at any locations thereon, with the exception of Owner's Replacement Tower Space, as defined in paragraph 20C(2). Company, at Company's expense, and with minimal disruption to Owner, shall cause the Replacement Tower to be constructed and Company's communications facilities to be installed in a good and workmanlike manner and in compliance with all Governmental Laws. Further, Company, at Company's expense, shall construct the Replacement Tower to accommodate (i) Company's communications system, including, without limitation, Company's communications facilities, on the Replacement Tower and (ii) Owner's tower equipment that Owner is currently operating on the Existing Tower (the "Owner's Tower Equipment"). The plans and specifications for Owner's Tower Equipment, including, without limitation, the height and installation specifications and a list of all frequencies licensed to Owner by the Federal Communications Commission ("FCC") shall be delivered by Owner to Company within thirty (30) days of the execution of the Agreement (the "Owner's Tower Equipment Specifications") or are as shown on **Attachment "F"**.

(2) Relocation/Installation of Owner's Tower Equipment. Company acknowledges that Owner is operating Owner's Tower Equipment on the communications tower currently

located on the Owner's Property (the "Existing Tower"). Upon completion of the Replacement Tower, Company shall relocate Owner's Tower Equipment from the Existing Tower to the locations as set forth on **Attachment "F"** (the "Owner's Replacement Tower Space"), which Company warrants are the equivalent height of the Owner's Tower Equipment on the Existing Tower. In connection with the relocation of Owner's Tower Equipment, Company, at Company's expense, shall provide all materials, other than the antennae and the weather instruments which are part of the Owner's Tower Equipment, required to install Owner's Tower Equipment on the Replacement Tower so that Owner's Tower Equipment as so installed is operable. Company shall pay the cost of installing the Owner's Tower Equipment on the Replacement Tower. Company shall also pay the cost to install a separate utility meter for Owner's utility consumption, provided however, Owner shall be responsible for paying its own utility consumption at the Site. Owner's engineer shall be present and available for consultation by Company at all reasonable times during the relocation and installation of the Owner's Tower Equipment to the Replacement Tower, which shall be reasonably coordinated with Owner. Company hereby grants Owner an irrevocable license, during the term of this Agreement, as may be extended, and at no expense to Owner, to locate and operate Owner's Tower Equipment within Owner's Replacement Tower Space.

(3) Modification of Communications Facilities. Owner, at Owner's expense, may install additional tower equipment or make modifications to the Owner's Tower Equipment within the Owner's Replacement Tower Space on the Replacement Tower, subject to the structural capabilities of the Replacement Tower and approval by Company of Owner's plans therefore, not to be unreasonably withheld.

(4) Ownership of Replacement Tower. The Replacement Tower shall be the property of Company and shall be included as such in all references to Company's communications facilities. Owner's Tower Equipment shall be the property of Owner.

(5) Removal of Existing Tower. Upon completion of the Replacement Tower and the relocation of the Owner's Tower Equipment from the Existing Tower to the Replacement Tower as provided in this Agreement, Company, at Company's expense, shall dismantle the Existing Tower and remove the Existing Tower from the Owner's Property in a good and workmanlike manner and in compliance with all Governmental Laws (which shall include the removal of the foundation to the depth of three (3) feet below the surface).

D. GROUND SPACE. Throughout the term of this Agreement, as may be extended, Company shall reserve for Owner's use a twenty (20) foot by twenty (20) foot segment of ground space on the Site ("Owner's Reserved Ground Space") as shown on **Attachment "G"**.

E. MAINTENANCE. Throughout the lease term, as may be extended, Company, at Company's expense, shall be responsible for maintaining the Replacement Tower and Company's communications facilities on the Site including, without limitation, the tower structure, foundation, associated cables, guys, anchors, bolts, caissons, lighting, and lightning rod; tower grounding system; landscaping; fences; gates; security systems; and grounding systems for the fences and utility transformers but specifically


excluding Owner's Tower Equipment. All maintenance shall be performed by Company in a good and workmanlike manner and in compliance with all Governmental Laws. Owner at Owner's expense, shall be responsible for (i) maintaining the Owner's Tower Equipment and Owner's ground equipment and (ii) securing all licenses, permits and approvals for the operation thereof. This paragraph 20E is in addition to the obligations of Company under paragraph 19K.

F. TEMPORARY INSTALLATION. Prior to the construction of the Replacement Tower, Company, at Company's expense, may install temporary equipment on an approximately sixty (60) foot wooden pole to be installed by Company within the Leased Property (the "Temporary Site"). The plans and specifications for Company's Temporary Site including without limitation height, installation specifications and equipment are as shown on **Attachment "H"** (such wooden pole, together with any guys and/or anchors, and equipment, the "Temporary Equipment"). Company, at Company's expense, with minimal disruption to the Owner, shall install its Temporary Site in a good and workmanlike manner and in compliance with all Governmental Laws. The installation shall be reasonably coordinated with Owner and shall be subject to such reasonable requirements as Owner may specify to Company. Company shall also pay the cost to install a separate utility meter for Company's utility consumption at the Temporary Site. Company shall have the Temporary Site on Owner's Property for no longer than six (6) months after the Commencement Date of this Agreement. Upon completion of the Replacement Tower and the relocation of the Owner's Tower Equipment from the Existing Tower to the Replacement Tower, Company, at Company's expense shall remove the Temporary Equipment from the Owner's Property in a good and workmanlike manner and in compliance with all Governmental Laws and shall dismantle the Existing Tower in accordance with paragraph 20C(5).

IN WITNESS WHEREOF, the parties have executed this Agreement:

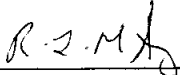
OWNER:

MEADWESTVACO CORPORATION,
a Delaware corporation

By: 
Name: Chris Omer
Title: VP

COMPANY:

VIRGINIA PCS ALLIANCE, L.C.,
a Virginia limited liability company

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

523308.8

[illegible]

DOUGLAS-EMERY GROUP

[illegible][illegible]

These 240,000 households include 104,700 households in which the telephone is used for business purposes. The use of the telephone for business purposes is increasing rapidly, and is expected to reach 150,000 households by 1960.

FROM: 513 867-0030

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THE MUSE

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STRENGTH

JOINT STREET
WASHINGTON, VA 22426

REPORT FILE

THE PLAN

SECRET

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Plot Scale

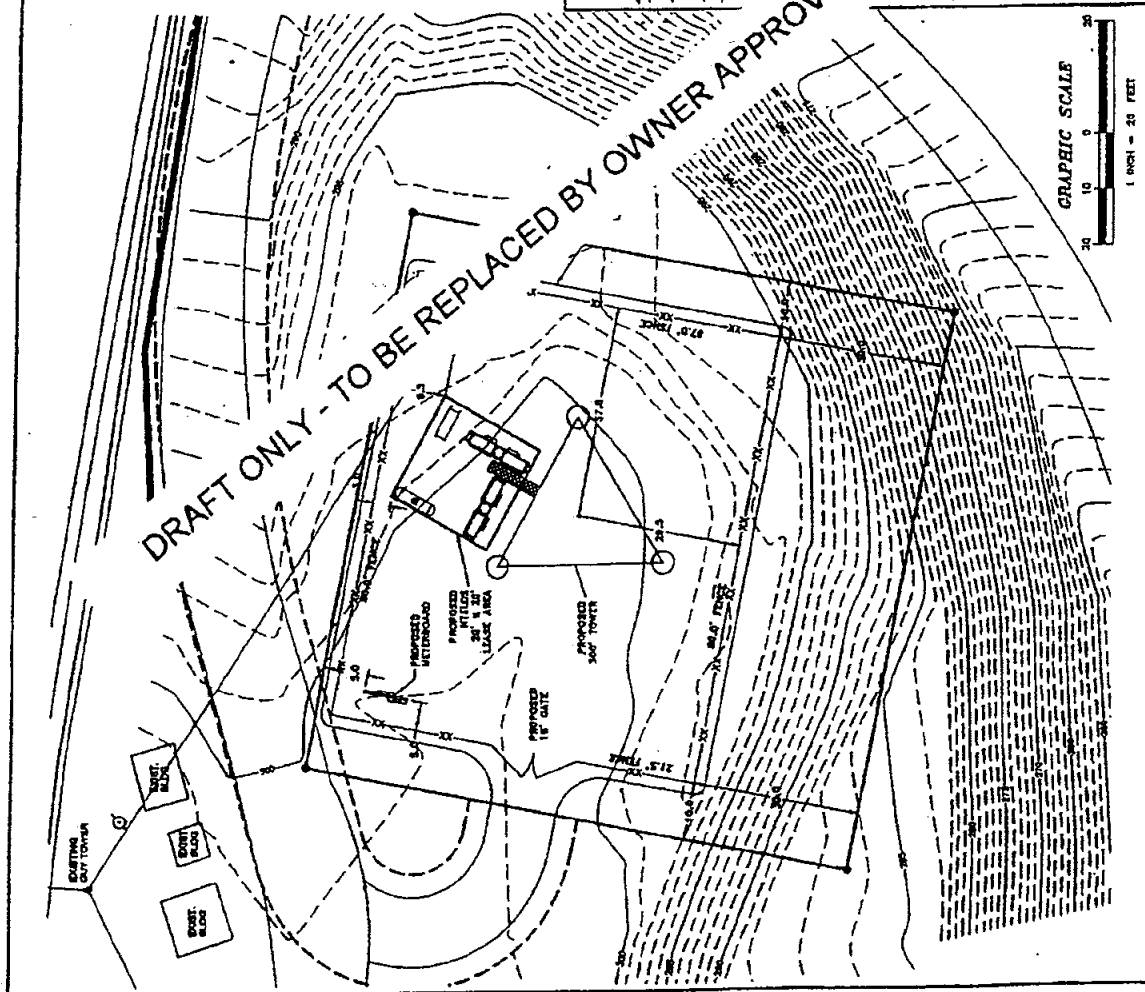
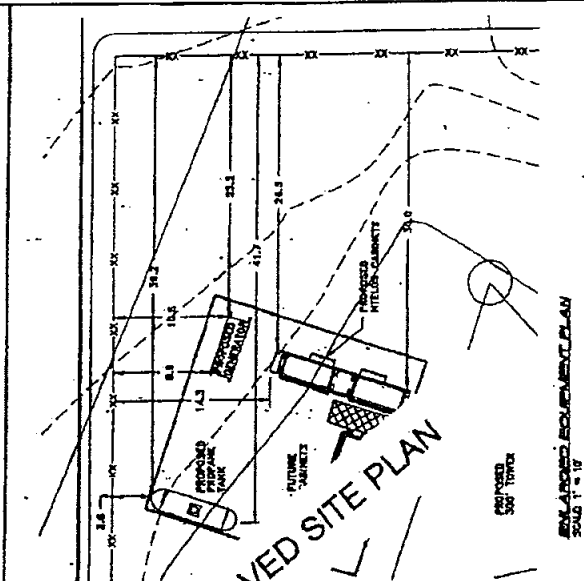
CONCLUSION

PROPERTY LINE	
TRACT LINE	
SECTION LINE	
RIGHT LINE	
EXTENDING POWER LINE	
EXISTING POWER LINE	
OVERHEAD ELECTRIC	
OVERHEAD TELEPHONE	
UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE	
PROPOSED SUT PRICE	
1/2" PLYM W/CLAY SET	
CONCRETE FOUNDATION	
BRICKWORKING END	
UNITARY POLE	
WOOD POLE	
WOOD PULL	

(Checked)

MADE IN THE U.S.A. BY THE


NOTE:
SITE REQUIRES NO GRADING.



ATTACHMENT "B"

Site #: RN872 Covington DT

DESCRIPTION OF OWNER'S PROPERTY

ALL that certain tract or parcel of land lying and being in the County of Alleghany and State of Virginia, about a mile north of the Town of Covington, on the west side of Jackson River and on the east side of the Main line of the C & O Railway, containing 150.6 acres, be the same more or less, which is bounded and described as follows:

Beginning at a concrete monument on the east side of the C & O Railway in the line of Railway's right of way; thence with a line of Stoddard's map dated June 1913 N. 48 degrees 61/2' E. 1808.2 feet, (crossing a concrete monument at 757.5 feet) to a corner on the bank of the river, thence N. 50 degrees 59 1/2' W. 1165.2 feet along the bank of the river to a stake witnessed by two small pines and by a double chestnut oak on a bare shale cliff opposite the new Evan Water Building of the West Virginia Pulp & Paper Company; thence N 21 degrees 47 1/4' W. 797.3 feet to a stake on the north side of an old white oak near the top of the slope to the river, S. 84 degrees 48' W. 879.9 feet to a stake witnessed by a chestnut oak, thence S. 89 degrees 22' W. 735.3 feet to stake witnessed by a chestnut oak on a steep hill side, thence N. 57 degrees 32 1/2' W 949.5 feet up a hill obliquely and down the same crossing a hollow to a stake witnessed by a small white oak; thence N. 25 degrees 27' E 530.4 feet crossing a ridge and a hollow to a stake witnessed by a chestnut oak, thence N. 45 degrees 33' W. 1403.4 feet along the side of a ridge crossing a hollow to a stake witnessed by a chestnut oak on the tip of a high hill over the road in the old channel of Dunlaps Creeks, thence S. 56 degrees 31' W. 1614.6 feet to a stake in the right of way of the C & O Railway, thence with the same east line of said right of way toward Covington about 5376 feet to the beginning. This land is bounded on the north by the land of Porter A. Clark and the land of A. A. McAllister & Son's Company, on the west by the right of way of the C & O Railway and on the south and east by the land of West Virginia Pulp & Paper Company.

AND BEING all of the same property conveyed unto West Virginia Pulp & Paper Company by deed from McAllister & Son's Company, dated September 10, 1920 and recorded in the Circuit Court Clerk's Office of Alleghany County, Virginia in Deed Book 52 page 170.

ATTACHMENT "C"

INTENTIONALLY DELETED

ATTACHMENT "D"

Site #: RN872 Covington DT

ADDRESSES FOR NOTICE PURPOSES

OWNER:

MeadWestvaco Virginia Corporation
11013 West Broad Street
Glen Allen, VA 23060
Attn: Corporate Secretary
Telephone: 804-327-5200

WITH A COPY TO:

MeadWestvaco Virginia Corporation
11013 West Broad Street
Glen Allen, VA 23060
Attn: Corporate Real Estate
Telephone: 804-327-5200

COMPANY:

Virginia PCS Alliance, L.C., a limited liability company,
d/b/a NTELOS
1150 Shenandoah Village Drive
Waynesboro, VA 22980
Attn: Senior Lease Administrator
Telephone: (540) 946-1852
Facsimile: (540) 932-2210

WITH A COPY TO:

NTELOS
Attn: Mary McDermott--Senior VP/Legal &
Regulatory Affairs
401 Spring Lane, Suite 300
PO Box 1990
Waynesboro, VA 22980
Telephone: (540) 946-8677
Facsimile: (540) 946-3595



ATTACHMENT "E"

THIS INSTRUMENT PREPARED BY:

NAME

ADDRESS

Virginia PCS Alliance, L.C.
1150 Shenandoah Village Drive
Waynesboro, Virginia 22980

TAX MAP NO.: _____

THE RECORDATION TAX ON THIS INSTRUMENT IS \$75.00 PURSUANT TO SECTION 58.1-807.F. OF THE CODE OF VIRGINIA (1950), AS AMENDED, AS IT IS A LEASE OF A COMMUNICATIONS TOWER SITE.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM evidences that a lease was made and entered into by written Lease Agreement dated _____ between _____ ("Owner"/"Grantor") and VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company, d/b/a NTELOS ("Company"/ "Grantee"), executed by Grantor and Grantee as of _____, 20____, (the "Execution Date"), the terms and conditions of which are incorporated herein by reference (the "Lease").

The Lease provides in part that Grantor leases to Grantee a certain site located at _____, County/City of _____, Commonwealth of Virginia, together with nonexclusive easements for rights of access thereto and electric and telephone utilities, which site is described in Attachment "A" attached hereto, within the property of Owner, which site is described in Attachment "B" attached hereto (the "Owner's Property"), and which easements, in part, cross the property of Owner described in Attachment "C" attached hereto. The Lease provides for an initial term of five (5) years commencing on _____ (the "Commencement Date"), which term is subject to five (5) additional, successive five (5) year extension periods by Grantee.

IN WITNESS WHEREOF, the parties have executed this Memorandum or caused it to be executed by their duly authorized representatives as of the day and year set forth below

OWNER/GRANTOR:

(Owner's Name)
By: DO NO EXECUTE-EXHIBIT ONLY

Name: _____

Title: _____

Date: _____

Address: _____

COMPANY/GRANTEE:

VIRGINIA PCS ALLIANCE, L.C.

By: _____
Name: R. L. McAvoy
Title: Vice President
Date: _____
Address: 1150 Shenandoah Village Drive
Waynesboro, Virginia 22980

NOTARIZATION OF GRANTOR'S SIGNATURE

____ OF _____
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by:

- ☐ _____ (Individual)
☐ _____, as _____ of _____, a _____ corporation,
on behalf of the corporation. (Corporation)
☐ _____ general partner on behalf of _____, a _____
partnership. (Partnership)
☐ _____, as ☐ member ☐ manager on behalf of _____, a _____
limited liability company (Limited Liability Company)
☐ _____, as trustee on behalf of _____, a _____ (Trust)

Notary Public

(SEAL)

My commission expires: _____

NOTARIZATION OF COMPANY'S SIGNATURE

____ OF _____
Commonwealth of Virginia

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by R. L. McAvoy, as Vice President of
VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company.

Notary Public

(SEAL)

My commission expires: _____

ATTACHMENT "F"

Site #: RN872 Covington DT

OWNER'S TOWER EQUIPMENT SPECIFICATIONS

<u>Elevation</u> <u>(ft)</u>	<u>Antenna</u> <u>Qty</u>	<u>Appurtenance Model / Description</u>	<u>Mount</u> <u>Description</u>	<u>Lines</u> <u>Qty</u>	<u>Line Size</u> <u>&</u> <u>Location</u>
120	1	12' Dipole (4-Elem)	Leg Mounted	1	RG8
119	1	4" Omni	Face Mount	1	LDF4
100	1	18' Dipole Ant. (4-Elem)	2' Standoff	1	LDF4
84	1	Junction Box (12x5x6")		1	1 1/4" RC
75	1	18' Dipole Ant. (4-Elem)	Leg Mounted		LDF4
68	1	12" VHF Antenna	6" Standoff	1	RG8
64	1	12" Omni	12" Standoff	1	7/8"
51	1	18" Omni	12" Standoff	1	RG8
49	1	Low Band Omni	Standoff	1	LDF4
39	1	6' Omni	18" Standoff	1	RG8
35	1	10' Omni	Standoff	1	RG8
33	2	Weather Instruments			
30	1	Junction Box (12"x12"x5")			
29	1	Junction Box (12"x5"x4")			1" RC
27	1	Epplody Radio Meter (Weather Instrument)			
23	1	2' Dipole		1	RG8
18	1	Junction Box (12"x8"x5")			
16	1	FG8063 (18" Omni)	Leg Mounted	1	RG8
16	1	FG4603 (4' Omni)	Leg Mounted	1	RG8
11	1	FG4500 (18" Omni)	Leg Mounted	1	RG8

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N/A



ATTACHMENT "H"

Site #: RN872 Covington DT

TEMPORARY SITE PLANS AND SPECIFICATIONS

ANTENNAS:

Manufacturer and Type-Number: PCSX 065-18-0 Panel Antennas

Number of Antennas: Up to Six (6)

Weight and Dimension of Antenna(s) (L x W x D): 13.2 lbs, 72.4" x 6.3" x 3.5"

Antennas Rad Center: ~60 ft.

Number of Transmission Lines: Six (6)

Transmission Line Mfr. and Type No.: Andrew 7/8"

MICROWAVE:

Manufacturer and Type-Number: 2 ft Flat Panel Dish

Number of Dishes: One (1)

Rad Center: 50 ft.

Number of Transmission Lines: One (1)

Transmission Line Mfr. and Type No.: Andrew 1/2"

EQUIPMENT:

Equipment Ground Space Dimensions: 20' x 20'