

FIRST AMENDMENT TO THE EDUCATIONAL BROADBAND SERVICE LEASE AGREEMENT

This First Amendment to the Educational Broadband Service Lease Agreement (the “*Amendment*”) is dated effective as of February __, 2010 (“*Amendment Effective Date*”) by and between the County School Board of Albemarle County, Virginia, a political subdivision of the Commonwealth of Virginia, with its principal offices in Charlottesville, VA (“*Lessor*”) and UW – VA, LLC, a Virginia limited liability company (“*Lessee*”) and amends that certain Educational Broadband Service Lease Agreement, dated May 19, 2009 (the “*Lease*”) between *Lessor* and *Lessee*. *Lessor* and *Lessee* agree as follows:

All italicized terms not defined herein shall have the meaning ascribed to such term in the *Lease*.

BACKGROUND

Lessee and *Lessor* have agreed to have the *Initial Fee* of Two Hundred Five Thousand Dollars (\$205,000) paid in installments by *Lessee* to *Lessor* over a 10 month period with interest as set forth herein. In the event *Lessee* closes a funding round in which a third party investor provides funding to *Lessee* prior to the date on which the last monthly installment hereunder is due, *Lessee* shall accelerate the payment of any remaining monthly *Initial Fee* installments, including any accrued, but unpaid, interest to the date of *Lessee*’s payment, and make such accelerated payment to *Lessor* within ten (10) days of such closing. *Lessee* will use its best efforts to close such funding round after the *Amendment Effective Date*.

Lessee and *Lessor* have recognized: (1) the *Monthly Fee*, described in Section 3.2 of the *Lease* was due and payable by *Lessee* to *Lessor*, “within five (5) days following the *Commencement Date* and on the first day of each month thereafter throughout the *Term*”; (2) the *Commencement Date* occurred on November 9, 2009; (3) payment of the first *Monthly Fee* (prorated) was to have been made in November; (4) subsequent payments of the *Monthly Fee* were to have been made in December (2009), January and February (2010); (5) the *Monthly Fee* has not been paid by *Lessee* to *Lessor* to the date of this *Amendment*; and (6) *Lessee* desires to make past due payments to *Lessor*.

AGREEMENT:

1. Paragraph 3.1 of the *Lease* shall be deleted in its entirety and shall be replaced with the following:

3.1 Initial Fee. Within five (5) business days after the *Amendment Effective Date*, *Lessee* will pay *Lessor* Fifty Five Thousand Dollars (\$55,000). Beginning on the first day of the next month

thereafter, for a total of ten (10) consecutive months, *Lessee* will pay *Lessor* an installment of Fifteen Thousand Hundred Dollars (\$15,000) along with the regular *Monthly Fee* due pursuant to Section 3.2; such that *Lessee* shall have paid *Lessor* a total *Initial Fee* of \$205,000. Together with the last such monthly installment, *Lessee* will pay *Lessor* an interest payment of Two Thousand Two Hundred Thirty Four Dollars and 38/100 cents (\$2,234.38); provided, however, in the event that *Lessee* closes a funding round, as set forth in the "Background" section above, *Lessee* shall accelerate the payment of any remaining monthly *Initial Fee* installments, including any accrued, but unpaid, interest to the date of payment, and make such accelerated payment to *Lessor* within ten (10) days of such closing.

2. **A new paragraph (Paragraph 3.2.1.) shall be added to the Lease immediately after Paragraph 3.2, as amended herein:**

3.2.1. Monthly Fee – Back Payments. Beginning March 1, 2010, *Lessee* will make the overdue and unpaid *Monthly Fee* payments for the months of November (prorated) and December 2009; and January and February 2010, at *Lessee's* sole option and choice, either: (1) in a single, lump sum payment; or on a monthly basis, over the course of the next four months, beginning March 2010 and ending July 2010, in addition to *Lessee's* making regularly scheduled payments of *Monthly Fees* for the months of March 2010 through June 2010 inclusive. *Lessor* specifically waives herein any claims for interest on the unpaid *Monthly Fees* for the months of November 2009 through February 2010 inclusive.

3. **No Further Amendments.** Except as expressly modified by these *Amendments*, the *Lease* shall remain unmodified and in full force and effect. *Lessor* and *Lessee* hereby ratify their respective obligations thereunder and attest that their respective representations and warranties thereunder remain true and correct as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED TO:

COUNTY SCHOOL BOARD OF ALBEMARLE, VIRGINIA

By:_____

Name:_____

Title:_____

UW-VA, LLC

By:_____

Name:_____

Title:_____