

1st ADDENDUM TO LEASE AGREEMENT DATED MARCH 20, 2001

This 1st Addendum is made this 6th day of September, 2006, by and between POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia Corporation, ("PEPCO") ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, (the "COUNTY") ("Tenant"); (PEPCO and the COUNTY together "the PARTIES" and individually being a "PARTY").

WITNESSTH THAT

WHEREAS, the PARTIES are parties to a certain Lease Agreement dated March 20, 2001, ("hereinafter referred to as the "LEASE") under the terms of which PEPCO has permitted the COUNTY to install and maintain communications antennae ("Antennae") and associated base station, equipment and cabinets ("Equipment") being collectively the antennae facility ("Antennae facility"), to extend the height of the existing communications tower ("Tower") by approximately fifty feet (50), to attach ten (10) antennae at five (5) different levels on the Tower, located on PEPCO's property at Substation # 118, (Quince Orchard), 17101 Darnestown-Germantown Road, Germantown, Maryland (the "Property"). PEPCO also permitted the COUNTY to install and operate Equipment in an existing PEPCO building ("Equipment Building") which is located at the base of the tower; and

WHEREAS, the COUNTY desires to extend the term of said Lease Agreement for an additional ten years:

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter made and assumed, the parties hereby amend the LEASE as follows:

1. Article 2 of the LEASE is amended such that the Agreement Term is extend an additional ten (10) years commencing on March 20, 2006 and ending March 19, 2016.
2. Article 3 of the LEASE is amended such that the COUNTY agrees to pay, and PEPCO agrees to accept rent payable in equal monthly installments , as provided in the following rent schedule for the Agreement Term:

	<u>Per Month</u>	<u>Per Year</u>
March 20, 2006 thru March 19, 2007:	\$7,000.00	\$84,000.00
March 20, 2007 thru March 19, 2008:	\$7,250.00	\$87,000.00
March 20, 2008 thru March 19, 2009:	\$7,500.00	\$90,000.00
March 20, 2009 thru March 19, 2010:	\$7,750.00	\$93,000.00
March 20, 2010 thru March 19, 2011:	\$8,000.00	\$96,000.00
March 20, 2011 thru March 19, 2012:	\$8,250.00	\$99,000.00
March 20, 2012 thru March 19, 2013:	\$8,500.00	\$102,000.00
March 20, 2013 thru March 19, 2014:	\$8,750.00	\$105,000.00
March 20, 2014 thru March 19, 2015:	\$9,000.00	\$108,000.00

March 20, 2015 thru March 19, 2016: \$9,250.00 \$111,000.00

3. Article 3 of the LEASE is further amended such that all payments to PEPCO in respect to this LEASE are to be by check made payable to Potomac Electric Power Company and mailed to:

PEPCO
Special Billing
P.O. Box 96288
Washington, D.C. 20090-6288

4. Article 17 of the LEASE is hereby amended to revise the names and addresses for any notice required or given under the LEASE as follows:

PEPCO
Potomac Electric Power Company
3400 Benning Road N.E.
Washington, D.C. 20019
Attention: Richard Petkoff, Supervisor of Joint Use
Tel. (202) 388-2479

COUNTY
Montgomery County Government
DPWT, Office of Real Estate
ATTN: Stephen Batterden
101 Monroe Street, 10th Floor
Rockville, MD 20850
Tel. 240-777-6080
Fax. 240-777-6047

5. Article 9 of the LEASE is hereby amended to revise the contact information for the COUNTY to gain access to the Antennae Facility.

In order to access the facilities for maintenance by the COUNTY shall contact PEPCO at:

During Normal work hours, i.e. 7 am until 3:30 p.m., Monday through Friday
Telecom Office 202-388-2350

All other Times
System Supervisor 301-469-5675

6. Article 18 of the LEASE is amended such that both PEPCO and the COUNTY shall have the right to terminate the LEASE by giving at least twenty four (24) months written notice to the other Party of its intention to do so.

7. Except as modified herein, the LEASE shall remain in full force and effect and the Parties shall be bound by all terms and conditions thereof.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this Agreement on the date first above written.

WITNESS:

BY: *Brad Gals*

LANDLORD:

POTOMAC ELECTRIC POWER COMPANY

Sign: *William M. Gausman*

William M. Gausman

Title: Vice President Asset Management

WITNESS:

BY: *Cindy Anli*

TENANT:

MONTGOMERY COUNTY, MARYLAND

Sign: *TRUCE ROMEK*

Print: TRUCE ROMEK

Title: CAO

APPROVED AS TO
FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY
BY *Vileen J. Susman*
DATE 9/23/2006

STATE OF MARYLAND
COUNTY OF Prince Georges

I HEREBY CERTIFY that on this 6 day of September, 2006, before me, Danette Plater, the undersigned officer, personally appeared William M. Gausman, who acknowledged himself to be Vice President Asset Management of POTOMAC ELECTRIC POWER COMPANY, a corporation, and that he, as such Vice President Asset Management, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President Asset Management.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Danette Plater

[Notary Seal]

Notary Public, Danette Plater
My commission expires 9/10/09

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 27th day of September, 2006, before me, Candy A. Adk, the undersigned officer, personally appeared Bruce Verner who acknowledged himself/herself to be Chief Administrator of MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, a corporation, and that he/she, as such Chief Administrator, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Chief Administrator

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Notary Seal]

Notary Public, Candy A. Adk
My commission expires January 1, 2008