FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made this 10th day of August, 2006, by and between MIRANT MID-ATLANTIC, LLC ("MIRANT" or "Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("COUNTY" or "Tenant"); (MIRANT MID-ATLANTIC, LLC and MONTGOMERY COUNTY, MARYLAND together “the PARTIES” and individually being a “PARTY”).

WHEREAS, the PARTIES entered into a Lease Agreement dated October 9, 2001 (the “Agreement”) for premises located on MIRANT’s property at the Dickerson Generating Plant, 21200 Martinsburg Road, Dickerson, Maryland 20842 (the “Property”) for installation and operation of COUNTY’s Antennae Facility; and

WHEREAS, the Agreement Term expires on September 30, 2006; and

WHEREAS, the PARTIES desire to amend the Lease Agreement by extending the term of the Agreement for an additional five (5) year period; and

WHEREAS, the PARTIES further desire to amend the notice provisions of the Agreement to reflect the current notice addresses of the PARTIES.

NOW THEREFORE, for the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. Unless otherwise set forth in this First Amendment, all capitalized terms shall have the same meanings as set forth in the Agreement.

2. The Agreement Term as shown in Article 2 of the Agreement is hereby extended for an additional term of five (5) years, commencing on October 1, 2006 and ending on September 30, 2011 (the "Extended Agreement Term").

3. Article 3 of the Agreement is hereby amended by inserting a new rent schedule for the Extended Agreement Term; rent shall continue to be paid on a monthly basis, in accordance with the new rent schedule, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1- 10/1/06 thru 9/30/07</td>
<td>$66,600.00</td>
<td>$5,550.00</td>
</tr>
<tr>
<td>Year 2- 10/1/07 thru 9/30/08</td>
<td>$67,800.00</td>
<td>$5,650.00</td>
</tr>
<tr>
<td>Year 3- 10/1/08 thru 9/30/09</td>
<td>$69,000.00</td>
<td>$5,750.00</td>
</tr>
<tr>
<td>Year 4- 10/1/09 thru 9/30/10</td>
<td>$70,200.00</td>
<td>$5,850.00</td>
</tr>
<tr>
<td>Year 5- 10/1/10 thru 9/30/11</td>
<td>$71,400.00</td>
<td>$5,950.00</td>
</tr>
</tbody>
</table>
4. Article 17 of the Agreement is hereby amended by deleting the MIRANT and COUNTY notice addresses in their entirety and adding the following in lieu thereof:

**COUNTY**
Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850
Attn: Director, Office of Real Estate

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: Associate County Attorney

**MIRANT**
Mirant Potomac River, LLC
1400 North Royal Street
Alexandria, Virginia 22314
Attn: Director Operations - West

and

Mirant Mid-Atlantic, LLC
Dickerson Generating Station
21200 Martinsburg Road
Dickerson, Maryland 20842
Attn: Director Operations - West
5. Except as amended hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the PARTIES hereto have caused this First Amendment to Lease Agreement to be properly executed the day and year first above written.

WITNESS:

By: Samet Edwards

LANDLORD:
MIRANT MID-ATLANTIC, LLC
By: [Signature]

Date: Aug. 7, 2006

WITNESS:

By: Rika Murphy

COUNTY:
MONTGOMERY COUNTY, MARYLAND
By: Joseph F. Beach, Assistant Chief Administrative Officer

Date: 5/10/06

Approved as to Form and Legality

Office of the County Attorney

By: [Signature]

Recommended:

Office of Real Estate

By: Cynthia L. Brenneman, Director

Date: 5/15/06

Date: 4/26/06