

**FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement is made this 10<sup>th</sup> 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:

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Year 1- 10/1/06 thru 9/30/07	\$66,600.00	\$5,550.00
Year 2- 10/1/07 thru 9/30/08	\$67,800.00	\$5,650.00
Year 3- 10/1/08 thru 9/30/09	\$69,000.00	\$5,750.00
Year 4- 10/1/09 thru 9/30/10	\$70,200.00	\$5,850.00
Year 5- 10/1/10 thru 9/30/11	\$71,400.00	\$5,950.00

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, 10<sup>th</sup> 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, 3<sup>rd</sup> 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:

LANDLORD:

MIRANT MID-ATLANTIC, LLC

By: Samet Edwards

By: Robert Russell

<sup>9/8</sup> Date: Aug. 7, 2006

WITNESS:

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Rika Murphy

By: Joseph F. Beach

Joseph F. Beach, Assistant  
Chief Administrative Officer

Date: 8/10/06

Approved as to Form and Legality  
Office of the County Attorney

Recommended:

By: Sileen D. Brennan

By: Cynthia L. Brennan

Cynthia L. Brennan, Director  
Office of Real Estate

Date: 5/5/2006

Date: 4/26/06