



Sprint PCS™
Sprint Personal Communication Services™

Engineering & Operations Telephone: 201.684-4000
Crossroads Corporate Center
1 International Boulevard, Suite 800
Mahwah, New Jersey 07495
Mailstop: NJMAHA0101

George Nasser
3200 Dillon Street
Baltimore, MD 21224

March 23, 2001

Dear Mr. Nasser,

Please find enclosed a fully executed copy of the lease agreement between United Evangelical Church and Sprint PCS. The rent binder for \$100.00 has been requested and will be forwarded to you as soon as possible. Should you have any questions or concerns please feel free to call.

Thanks,

Ade'an Hepburn
Property Specialist
Maryland/ Baltimore Market

Not Fully executed - not dated
HcJ
See papers from Sprint's attorney,
Frederic M. Shulman, dated 2/6/01
HcJ

Site Name United Evangelical Church

Site I. D. WA54XC519

1. Premises and Use. Owner leases to APC Realty and Equipment Company, LLC., a Delaware limited liability company ("APC"), the site described below:

[Check appropriate box(es)]

- Land consisting of approximately 23X10 square feet upon which APC will construct its equipment base station and antenna structure;
- Building interior space consisting of approximately _____ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the _____ foot and _____ foot level on the Tower;
- Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of APC, source of electric and telephone facilities. The Site will be used by APC for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. APC will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. APC will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years, commencing on the date ("Commencement Date") both APC and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of 5 years each, unless APC provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. 12/23/2001

3. Rent. Until the date which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$1200.00 (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by fifteen percent (15 %).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that APC is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as APC is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice to or consent of Owner. See Rider

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to APC are to be sent to: 6905 Rockledge Dr., Bethesda, MD 20817, with a copy to Sprint Law Department, 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020, Overland Park, Kansas 66251-2020 Attn Sprint PCS Real Estate Attorney and Sprint Spectrum L.P., One International Plaza, Suite 800, Mahwah, NJ 07495 Attn: Lease Management. Notices to Owner must be sent to the address shown underneath Owner's signature.

7. Improvements. APC may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with APC with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, APC may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. See Rider.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. APC will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. APC will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when APC desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with APC's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for APC's use of the Site are available. APC will pay for all utilities used by it at the Site. Owner will

cooperate with APC in APC's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. APC may terminate this Agreement at any time by notice to Owner without further liability if APC does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if APC, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and APC each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement. See Rider.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. APC will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to APC from the holder of any such mortgage or deed of trust.

16. Taxes. APC will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. APC will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by APC within 60 days after receipt of satisfactory documentation indicating calculation of APC's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. APC will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy. See Rider.

18. Maintenance. APC will be responsible for repairing and maintaining the PCS system and any other improvements installed by APC at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse APC for the reasonable costs incurred by APC to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

deliver to APC a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties;

(e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and Rider, LE-1, LE-2, LE-3
✓ ✓ ✓ ✓ ✓ ✓

OWNER: United Evangelical Church
By: George Nassner
Name: George Nassner
Its: President
S.S./Tax No.: 520-686-451
Address: 3200 Dillon Street, Baltimore MD 21224

See Exhibit A1 for continuation of Owner signatures
Date: _____

APC Realty and Equipment Company, LLC,
a Delaware limited liability company
By: [Signature]
Its: _____
Date: 2/13/01

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

The way this page starts out "deliver to APC a recordable Memo - -" indicates to me that there may be an entire page missing from our copy of the PCS Site Agreement.

Hc Jacob

If not a whole page, at least the beginning of clause 19 is missing.

EXHIBIT A

April 99

Site Name United Evangelical Church

PCS Site Agreement

Site I. D. WA54XC519

Site Description

Site situated in the City of Baltimore, County of Baltimore, State of Maryland commonly described as follows:

Legal Description:

Map: 26
Block: 6459
Lot: 033

Sketch of site:
See Pages: LE-1, LE-2, LE-3

Owner Initials GN

APC Initials [Signature]

Note: Owner and APC may, at APC's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

EXHIBIT B

April 99

Site Name United Evangelical Church

PCS Site Agreement

Site I. D. WA54XC519

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 2001, between United Evangelical Church ("Owner") and APC Realty and Equipment Company, LLC ("APC").

Such Agreement provides in part that Owner leases to APC a certain site ("Site") located at 925 S. East Ave. City of Baltimore County of Baltimore, State of Maryland, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 2001, which term is subject to four (4) additional five (5) year extension periods by APC.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"APC"

United Evangelical Church

APC REALTY AND EQUIPMENT COMPANY, LLC

By: George Nassner

By: Michael W. Jay

Name: George Nassner

Name: _____

Title: President

Title: _____

See Exhibit B1 for continuation of Owner signatures

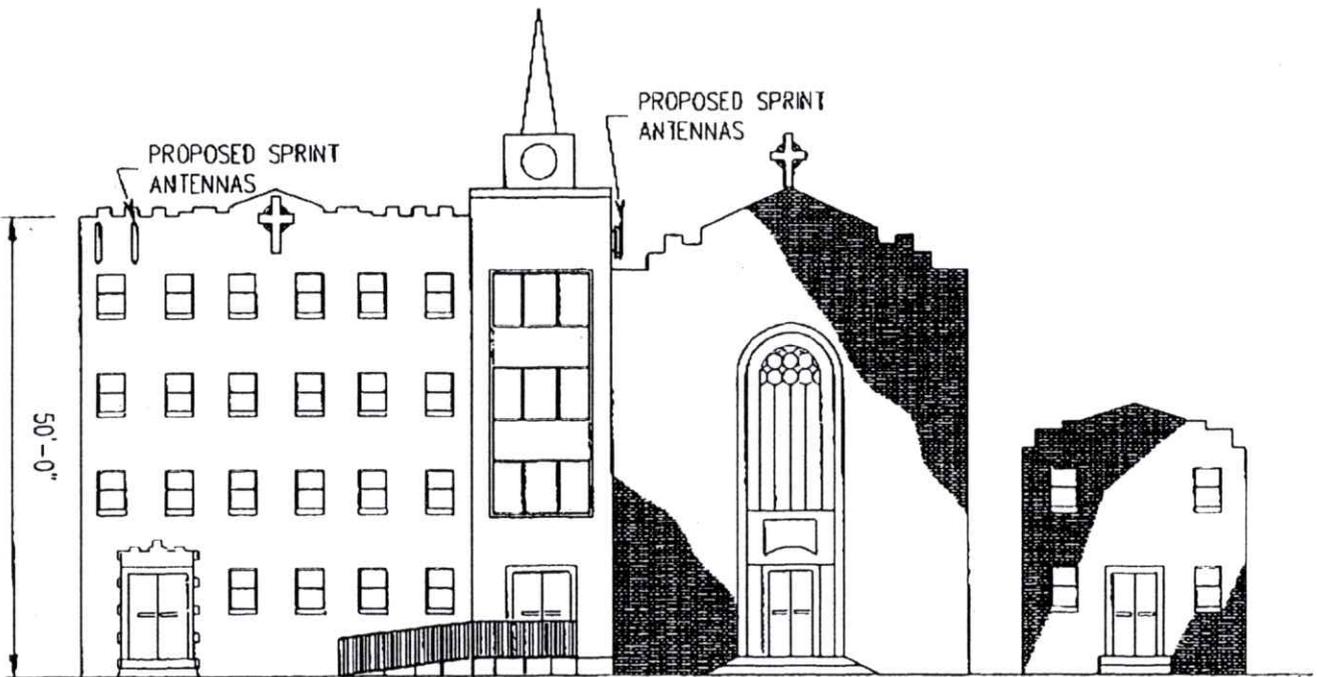
Address: _____

Address: 3200 Dillon Street
Baltimore MD 21224

Owner Initials GN

APC Initials J

Attach Exhibit A - Site Description



WEST ELEVATION

PARTIAL ROOF PLAN, PROPOSED CONDITION

SCALE: 20'=1'-0"

3

			
PROJECT: WA54XC519, UNITED EVANGELICAL CHURCH PROJECT ADDRESS: 3200 DILLON STREET, BALTIMORE MD, 21224 SHEET TITLE: LEASE EXHIBIT		PROJECT NUMBER: 1600090578.02 DRAWN BY: DCL CHECKED BY: CLH	
SUBMITTALS 01-28-01 REVIEW		SHEET NUMBER: L-3	

Site Name: United Evangelical Church
Site Number: WA54XC519

11/10/06
New Electric Agreement
being issued for year
2007. H. Jacob

PCS SITE AGREEMENT ADDENDUM

This Addendum to the PCS Site Agreement, made this ____ day of _____, 2002, by and between United Evangelical Church ("Owner") and APC Realty and Equipment Company, L.L.C ("APC").

WITNESSETH:

That in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby amend the PCS Site Agreement (the "Agreement") attached hereto and do covenant to and with each other as follows:

FIRST: APC shall be permitted to connect to the Owner's electrical system to install its equipment at the Site, provided however that such connection shall be at APC's sole cost and expense.

SECOND: APC shall install a sub-meter and pay for all electrical power that it requires to operate its equipment at the Site. APC shall read the sub-meter the first full month following the installation of its equipment and shall notify the Owner of the amount of electricity consumed by APC at the Site. APC shall pay to the Owner an amount equal to its electrical consumption used up to that date and shall thereafter continue to pay each month an amount equal to its estimated monthly usage for a period of 12 months ("Estimated Utility Charge"). This amount shall be in addition to the Rent due under the Agreement.

THIRD: APC shall, at the end of the 12-month period, determine the annual electricity usage by APC for its equipment at the Site, based upon the electricity bills received by the Owner and APC's sub-meter reading, if applicable, during such 12-month period. APC shall then compare the Estimated Utility Charge for such period to the actual electricity charge for the period as reflected on such bills. In the event that the Estimated Utility Charge paid by APC is less than the amount paid, APC shall pay the difference between the Estimated Utility Charge and the amount billed within thirty days of its determination. In the event that the Estimated Utility Charge paid by APC is greater than the amount that should have been due, then Owner shall pay the difference to APC of the amount so over-paid within thirty days of APC's determination. The monthly Estimated Utility Charge for the next successive 12 month period shall be adjusted to reflect the actual amount of electricity consumed by APC for the immediately preceding 12 month period, prorated to reflect monthly usage.

FOURTH: This Addendum contains all agreements, promises and understandings between the Owner and APC pertaining to the subject matter. This Addendum is

Site Name: United Evangelical Church
Site Number: WA54XC519

incorporated into and constitutes an integral part of the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings indicated in the Agreement where the context permits and unless otherwise indicated herein, and definition of terms set forth herein shall apply to the Agreement where the context permits. If there are any inconsistencies between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control. The performance hereof will be governed and interpreted by the laws of the State of Maryland.

OWNER: George Nusner
By: _____
Its: _____
Date: 2/20/02

APC Realty and Equipment Company, LLC,
a Delaware limited liability company

By: _____
Its: _____
Date: _____

**PRICE,
MEESE,
SHULMAN &
D'ARMINIO**

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELLORS

MACK-CALI CORPORATE CENTER
50 TICE BOULEVARD
WOODCLIFF LAKE
NEW JERSEY 07677

TELEPHONE (201) 391-3737
FACSIMILE (201) 391-0360
www.pricemeese.com

106 CORPORATE PARK DRIVE
SUITE 401
WHITE PLAINS
NEW YORK 10604

TELEPHONE (914) 251-1618

GREGORY D. MEESE
NJ, NY BARS

GAIL L. PRICE
NJ, NY, DC BARS

FREDERIC M. SHULMAN
NJ, NY, DC BARS

LOUIS L. D'ARMINIO
NJ, NY BARS

JOHN R. EDWARDS, JR.
NJ, NY BARS

ROBERT J. INCLIMA, JR.
NJ, DC BARS
OF COUNSEL

MARK W. GREENE
NJ, NY, PA BARS

DANIELLE DE VITA CERZA
NJ BAR

PATRICK A. FORD
NJ, NY BARS

REGINALD JENKINS, JR.
NJ BAR

MICHAEL K. BREEN
NJ, NY BARS

BRENDA J. MAN
NJ, PA BARS

CONSTANTINE STAMOS
NJ, NY BARS

V. MARIA CRISTIANO
NJ, NY, PA BARS

FRANK FERRARO
NY BAR

JOHN P. SCHLAMP
NJ BAR

TODD D. VAN SICLEN
NJ, NY BARS

February 6, 2001

BY E-MAIL AND SPRINT MAIL

Ms. Ade'an Hepburn
Property Specialist
Sprint PCS
1 International Blvd., Suite 800
Mahwah, NJ 07495

**Re: United Evangelical Church; WA54XC519
OK to Execute**

Dear Ade'an:

In connection with the above referenced site, we have reviewed the proposed PCS Site Agreement, and issue this OK to Execute provided that the appropriate Sprint employee consents to the variations from the Sprint standard PCS Site Agreement outlined below. Please note in particular the bold sections which we identify for your close attention and/or modification prior to execution of the agreements.

Site Information

Site Address: 3200 Dillon Street

City: Baltimore

State: Maryland

County: Baltimore

Zip: 21224

Lease Area: Not stated (Drawing L-2 reflects 23' x 10')

Installation Type: X Roof Top Water Tower Sprint/Co-location Tower
 New Build

Landlord Information

Landlord: United Evangelical Church

Contact/Number: George Nassner/not provided

Address: 3200 Dillon Street

City: Baltimore

State: Maryland

Zip: 21224

Terms and Conditions

Initial Term: 5 years

Renewal Terms: 4 five-year terms

EXHIBIT A

Site Name United Evangelical Church

PCS Site Agreement

Site I. D. WA54XC519

Site Description

Site situated in the City of Baltimore, County of Baltimore, State of Maryland commonly described as follows:

Legal Description:

Map: 26
Block: 6459
Lot: 033

Sketch of site:
See Pages: LE-1, LE-2, LE-3

Owner Initials CN

APC Initials 3/

Note: Owner and APC may, at APC's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

(Check Box if Addendum Intake Form is Attached.)

1 Type(s) of Instruments	Deed	Mortgage	Other	Other
	Deed of Trust	X Lease		

2 Conveyance Type Check Box

Improved Sale	Unimproved Sale	Multiple Accounts	Not an Arms-Length Sale [9]
Arms-Length [1]	Arms-Length [2]	Arms-Length [3]	

3 Tax Exemptions (if Applicable) Cite or Explain Authority

Recordation	Exempt--Initial Lease Term Less than 7 Years
State Transfer	Exempt--Initial Lease Term Less than 7 Years
County Transfer	Exempt--Initial Lease Term Less than 7 Years

Space reserved for Circuit

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$	Transfer and Recordation Tax Consideration	
Any New Mortgage	\$	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$	X () % =	\$
Other:	\$	Less Exemption Amount	— \$
Other:	\$	Total Transfer Tax	= \$
Full Cash Value	\$ N/A	Recordation Tax Consideration	\$
		X () per \$500 =	\$
		TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$	
Surcharge	\$ 5.00	\$	Tax Bill:
State Recordation Tax	\$	\$	C.B. Credit:
State Transfer Tax	\$	\$	Ag. Tax/Other:
County Transfer Tax	\$	\$	
Other	\$	\$	
Other	\$	\$	

6 Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOC
			26		<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.
		33	6459	5	SqFt/Acreage (4)
Location / Address of Property Being Conveyed (2)					
925 S. East Avenue, Baltimore, Maryland 21224					
Other Property Identifiers (if applicable)				Water Meter Account No.	
Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
If Partial Conveyance, List Improvements Conveyed:					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
United Evangelical Church	
Doc. 1 Owner(s) of Record, if Different from Grantor(s)	Doc. 2 Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
APC Realty and Equipment Company, LLC	
New Owner's (Grantee) Mailing Address	

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)*	Doc. 2 - Additional Names to be Indexed (Optional)
The United Evangelical Church of Baltimore, Maryland	
The United Evangelical Church, United Church of Christ	

10 Contact/Mail Information

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name: Deborah H. Taylor		<input type="checkbox"/> Hold for Pickup
Firm: Tydings & Rosenberg LLP		<input type="checkbox"/> Return Address Provided
Address: 100 E. Pratt Street; 26th Floor Baltimore, MD-21202		
Phone: (410) 752-9788		

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Will the property being conveyed be the grantee's principal residence?
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Does transfer include personal property? If yes, identify: _____
	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).
Assessment Use Only - Do Not Write Below This Line		
<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole <input type="checkbox"/> Part <input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:
Year: 20	20	Assigned Property No.:
Land	Geo. Zone	Map Grid
		Sub Dist
		Block

County Validation

Lease Agreement

Site Name United Evangelical Church

PCS Site Agreement

Site I. D. WA54XC519 D

Memorandum of PCS Site Agreement

6459

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated February 13, 2001, between United Evangelical Church ("Owner") and APC Realty and Equipment Company, LLC ("APC").

Such Agreement provides in part that Owner leases to APC a certain site ("Site") located at 925 S. East Ave. City of Baltimore County of Baltimore, State of Maryland, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on February 13, 2001, which term is subject to four (4) additional five (5) year extension periods by APC.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"OWNER"

"APC"

United Evangelical Church

APC REALTY AND EQUIPMENT COMPANY, LLC

By: George Nassner

By: Michael W. Loucy

Name: George Nassner

Name: Michael Loucy

Title: President

Title: _____

See Exhibit B1 for continuation of Owner signatures

Address: One International Plaza # 800
Mahwah, NJ 07495
ATTN: Lease Management

Address: 3200 Dillon Street
Baltimore MD 21224

Owner Initials GN

APC Initials ML

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 8th day of February, 19 2001

by George Kenneth Rossner, by _____, as _____
of United Evangelical Church, a n/a ^{MD} Corp. corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)



My commission expires: 9/1/01

Jane E. Gallagher
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF Maryland

Jane E. Gallagher
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

by _____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation,
by _____, partner (or agent) on behalf of _____, a partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

APC NOTARY BLOCK:

STATE OF

New Jersey

COUNTY OF

Bergen

The foregoing instrument was acknowledged before me this

13th

day of

February

19

2001

by

Mike Lacy - Director - Site Development

of

APC Realty and Equipment Company, LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

My commission expires: 2003

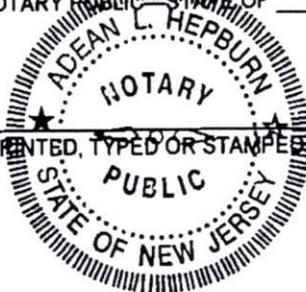
Adean Heph

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF

N.J.

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

(AFFIX NOTARIAL SEAL)

My commission expires:

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)