



Committee: Directly to Council
Committee Review: N/A
Staff: Naeem Mia, Legislative Analyst
Purpose: To receive testimony/final action - vote expected
Keywords: #Lease #MNCPPC #SligoCreekGolfCourse

AGENDA ITEM #6
October 5, 2021
Public Hearing/Action

SUBJECT

Resolution to Approve Lease of Property at Sligo Creek Golf Course to Renovacion Media Group Corp.

EXPECTED ATTENDEES

Michelle Grace, Assistant Division Chief, Facilities Management, M-NCPPC (Montgomery Parks)

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Introduction on September 21, 2021.
- No Committee recommendation. A motion is required.

DESCRIPTION/ISSUES

This item would approve a lease between the Maryland-National Capital Park and Planning Commission (M-NCPPC) and Renovacion Media Group Corp. ("RMG") for certain property at 9701 Sligo Creek Parkway, Silver Spring, Maryland *to continue to be used* to house a 240-foot-tall radio tower. The tower and its two adjoining transmitter buildings (owned by M-NCPPC) is used to broadcast WACA 1540 AM, a Spanish language radio station serving the Greater Washington D.C. area.

The initial lease term is for five (5) years, with three additional five-year renewal terms, beginning July 1, 2021. The monthly rent is \$1,600 with 4% annual increases thereafter.

The current leaseholder, AC Acquisitions LLC, ("AC") has leased the site since January 2001; as AC Acquisitions has recently sold its assets to RMG, a new lease is necessary to renew/continue the site's current operation as a radio tower. Since January 2019, RMG has been operating the radio station under a license agreement with AC.

Md. Code, Ann., Land Use, § 17-204(b) mandates that the Commission obtain the approval of the Council for any lease of the Commission-owned property exceeding 20 years' duration.

The Montgomery County Planning Board approved the lease at its June 17, 2021 session (found at ©5-7). The executed lease is at ©8-43.

This report contains:

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|---|-------|
| 1. Resolution Approving Lease | ©1-2 |
| 2. Transmittal Memo from M-NCPPC | ©3-4 |
| 3. Planning Board Resolution Approving the Lease on June 17, 2021 | ©5-7 |
| 4. Fully Executed Lease Agreement | ©8-42 |

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Resolution No: _____
Introduced: September 21, 2021
Adopted: _____

COUNTY COUNCIL
FOR MONTGOMERY COUNTY, MARYLAND

Lead Sponsor: County Council President at the request of the
Maryland-National Capital Park and Planning Commission

SUBJECT: Approval of Lease of Property at Sligo Creek Golf Course to
Renovacion Media Group Corp.

Background

1. Md. Code, Ann., Land Use, § 17-204(b) mandates that the Maryland-National Capital Park and Planning Commission (“the Commission”) obtain the approval of the County Council for any lease of Commission-owned property exceeding 20 years’ duration.
2. The subject property is located at the Sligo Creek Golf Course at 9701 Sligo Creek Parkway, Silver Spring, Maryland and is currently improved with a 240-foot-tall radio tower and two adjoining transmitter buildings (“the Tower Site”).
3. Since January 2001, the Tower Site has been leased by the Commission to AC Acquisitions, LLC (“AC”) for the operation of the radio station WACA 1540 AM, a Spanish language radio station serving the Greater Washington D.C. area.
4. The lessee, Renovacion Media Group Corp. (“RMG”) intends to purchase certain assets of AC and thereafter continue the use of the Tower Site and operations of the radio station. RMG is currently operating WACA 1540 AM through a license agreement with AC.
5. On June 17, 2021, the Planning Board (“Board”) approved the lease to RMG for an initial five-year term with three additional five-year extensions for a total of 20 years, beginning July 1, 2021. The monthly rent is \$1,600 with 4% annual increases thereafter.
6. The Council is scheduled for a virtual public hearing and action on this item on October 5, 2021.

Action

The County Council for Montgomery County, Maryland, approves the following action:

The lease agreement dated July 1, 2021 between the Maryland-National Capital Park and Planning Commission and Renovacion Media Group Corp. for the use of a 240-foot-tall radio tower and two adjoining transmitter buildings for a total term of 20 years is approved.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq.
Clerk of the Council



MEMORANDUM

DATE: June 22, 2021
TO: Montgomery County Council
VIA: Michael F. Riley, Director of Parks *Mike Riley*
FROM: Jim Poore, Division Chief, Facilities Management Division
Michelle Grace, Assistant Division Chief, FMD
SUBJECT: Renovacion Media Group Corp. Lease (Term) Approval
9701 Sligo Creek Parkway, Silver Spring, MD 20910

STAFF RECOMMENDATION:

Approval of the lease (term) agreement between the Maryland-National Capital Park and Planning Commission (“M-NCPPC”) and Renovacion Media Group Corp. (“RMG”).

BACKGROUND:

AC Acquisitions, LLC (“AC”), owner of WACA-AM radio station (the “Station”) and current leaseholder of a radio tower lease at Sligo Creek Golf Course, located at 9701 Sligo Creek Parkway, Silver Spring, Maryland, has sold its assets (including the Station) to RMG. AC’s Federal Communications Commission (“FCC”) License has also been approved by the FCC for transfer to RMG. As a result of these transactions, RMG is seeking to continue the operations of the Station under a new lease agreement with the M-NCPPC upon AC’s termination of their lease with the M-NCPPC for the same operation. As AC acquired the lease on January 5, 2001 (via an assignment of lease), AC’s lease has now been in effect for 20+ years, and therefore, the lease now requires the approvals of the Planning Board and Montgomery County Council to continue pursuant to Maryland Code, Ann., Land Use Article, §17-204(a)(2)(i), which requires that any lease of park land in excess of 20 years be approved by Montgomery County Council.

M-NCPPC and RMG have executed a new lease agreement dated July 1, 2021 (the “**Agreement**”) allowing RMG to commence operations of the radio station and equipment under an initial lease term of 5 years with three 5-year renewal terms. Although the lease term does not exceed 20 years, the history of the radio station lease includes prior lease assignments that exceed 20 years. M-NCPPC Montgomery County Planning Board approved the new Agreement on June 17, 2021 during its open session.

Md. Code, Ann., Land Use, § 17-204(a) mandates that any lease of M-NCPPC-owned property exceeding twenty years requires the approval of the Council. M-NCPPC hereby seeks the Council approval of the Agreement, attached to this memorandum as Exhibit One.

M-NCPPC recommends Council approval of the Agreement via legislative enactment.

Attachment:
Lease Agreement



MONTGOMERY COUNTY PLANNING BOARD
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MCPB No. 21-079

Sligo Creek Golf Course - Radio Tower Lease (Term)

Tenant - Renovacion Media Group, Corp.

Date of Hearing: June 17, 2021

RESOLUTION

WHEREAS, the Maryland-National Capital Park and Planning Commission (“**Commission**”) is authorized by Md. Code Ann., Land Use §17-101 (formerly Article 28, Section 5-101), to acquire, develop, maintain and operate a public park system within the Maryland-Washington Metropolitan District; and

WHEREAS, Md. Code, Ann., Land Use, § 17-204(a) authorizes the Commission to lease any land in the metropolitan district acquired for park purposes to any responsible person; and

WHEREAS, Md. Code, Ann., Land Use, § 17-204(b) mandates that the Commission obtain the approval of the Montgomery County Council (the “**Council**”) for any lease of the Commission-owned property exceeding 20 years duration; and

WHEREAS, the Commission’s Montgomery County Department of Parks (“**Montgomery Parks**”) sought the approval of the Lease Agreement (Term), attached to this Resolution as Exhibit One, from the Montgomery County Planning Board (the “**Planning Board**”), during an open Planning Board session on June 17, 2021; and

NOW, THEREFORE, BE IT RESOLVED that the Lease Agreement (Term) between the Commission and Renovacion Media Group, Corp., attached to this Resolution as Exhibit One, is hereby approved by the Montgomery County Planning Board on this 17th day of June, 2021, and the Executive Director is authorized to execute the said Lease Agreement (Term) on behalf of the Maryland-National Capital Park and Planning Commission.

[APPROVAL AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

MCPB No. 21-079
Sligo Creek Golf Course - Radio Tower Lease (Term)
Tenant - Renovacion Media Group, Corp.
Date of Hearing: June 17, 2021
Page Two

* * * * *

This is to certify that the foregoing is a true and correct copy of a resolution adopted by the Montgomery County Planning Board of the Maryland-National Capital Park and Planning Commission on motion of Commissioner Fani-Gonzalez, seconded by Commissioner Patterson, with Commissioners Casey Anderson, Natalie Fani-Gonzalez, Gerald R. Cichy, Tina Patterson, and Partap Verma voting in favor of the motion, at its regular meeting held on Thursday, June 17, 2021, in Wheaton, Maryland.

APPROVED AS TO LEGAL SUFFICIENCY



M-NCPPC Legal Department Date

7/12/21



Casey Anderson, Chair
Montgomery County Planning Board

EXHIBIT ONE

Lease Agreement

[Separately attached hereto]

RADIO TOWER LEASE AGREEMENT

THIS RADIO TOWER LEASE AGREEMENT (this “**Agreement**”) is between the MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION (the “**Commission**”), a public body corporate and agency of the State of Maryland, and RENOVACION MEDIA GROUP CORP., a Maryland corporation with its principal address of 9707 Lorain Ave., Silver Spring, Maryland 20901 (the “**Lessee**”).

RECITALS:

- A. The Commission is a public body corporate and agency of the State of Maryland, created and existing under Md. Code, Ann., Land Use, Titles 14 through 27, and is engaged in performing governmental functions of acquiring, developing, maintaining and operating public parks, facilities, and recreation areas within Montgomery and Prince George’s Counties, Maryland.
- B. The Commission has the authority to lease property acquired for park purposes pursuant to Md. Code, Ann., Land Use, § 17-204, as amended.
- C. Commission owns 32± acres of tract land commonly known as “Sligo Creek Golf Course” (Montgomery County Tax Map JP32, Parcel 706, recorded in the Montgomery County Land Record as Liber 1025, folio 0453) (the “**Golf Course**”).
- D. The Golf Course includes a radio transmission tower (approximately 240 feet high) and two adjoining transmitter buildings owned by the Commission (the “**Tower Site**”).
- E. The Commission leased the Tower Site to AC Acquisitions, LLC, for the operation of a radio station WACA 1540 AM, a Spanish language radio station serving the Greater Washington D.C. area (the “**Station**”).
- F. Lessee intends to purchase certain assets of AC Acquisitions, LLC, and thereafter, take over the use of the Tower Site and operations of the Station
- G. On April 7, 2021, Lessee obtained the necessary Consent to Assignment from the Federal Communications Committee (“**FCC**”) for the assignment of the Station.
- H. Lessee submitted a written proposal to the Commission attached hereto as Attachment One, to operate the Station and use the Tower Site (the “**Proposal**”) following the termination of a lease agreement between the Commission and AC Acquisitions, LLC.
- I. The Commission is agreeable to grant Lessee a lease agreement allowing Lessee’s use of the Tower Site and operation of the Station in accordance with this Agreement.

ACCORDINGLY, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.

2. **Reference Provisions; Exhibits.** As used in this Agreement, the terms defined in preamble and recitals will have the meanings assigned to them, and the following terms shall have the following meanings:

2.1 **Leased Premises:** Radio transmission tower, an adjoining transmitter building, a fuel tank for generator use and associated ground space situated on the Tower Site as further illustrated and designated in Attachment Two, attached to and incorporated into this Agreement by reference. The Leased Premises is a non-exclusive use.

2.2 **Initial Term:** 60 months, commencing on the Term Commencement Date and ending on the Termination Date, and any renewals and/or extensions thereof.

2.3 **Renewal Term:** Three renewal terms of five years each as set forth in the table below:

Renewal Term	Commencement Date	Expiration Date
First	July 1, 2026	June 30, 2031
Second	July 1, 2031	June 30, 2036
Third	July 1, 2036	June 30, 2041

2.4 **Term:** Initial Term and any Renewal Term(s).

2.5 **Term Commencement Date:** The commencement date is July 1, 2021 conditioned upon completion of the conditions set forth in Section 44 herein.

2.6 **Termination Date:** Date that is 60 months from the Term Commencement Date or any termination date applicable under the Extension Term, or the earlier date on which this Agreement is terminated in accordance with the provisions hereof.

2.7 **Rent:** Monthly rent as set forth in Attachment Three, attached to and incorporated into this Agreement by reference.

2.8 [Not Used]

2.9 **Security Deposit:** \$1,600.00

2.10 **Lease Year:** The first Lease Year shall be the period commencing on the Term Commencement Date and ending on the last day of the 12th full calendar month

thereafter. Each successive Lease Year shall begin on the first day after the end of the previous Lease Year and shall end on the last day of the twelfth 12th full calendar month thereafter.

2.11 Partial Lease Year: Any period during the Term which is less than a full Lease Year.

2.12 Permitted Use: The Leased Premises shall be used solely for the purpose of licensed AM radio transmission, an antenna/ground system, transmitter building, and fuel tank for generator for the Station. Lessee shall operate and conduct its permitted activities without conflict or inconvenience rendered to golf play on the golf course and/or to the Tower Site, and without damage or loss to the condition of the course.

2.13 Person: An individual, firm, partnership, association, corporation, limited liability company, or any other entity.

2.14 Sign: Any sign prepared and installed in accordance with Section 5.4.

2.15 Legal Requirements: All laws, statutes, orders, ordinances, zoning, and other regulations and ordinances of federal, state, county, municipal and other governmental authorities having jurisdiction, including all of the Commission rules, regulations, practices, and requirements.

2.16 [Not Used]

2.17 Rental Payments: Rental payments and all other payments due under this Agreement shall be made payable to "M-NCPPC" and sent to the Commission at the following address or such other address as the Commission shall designate by giving notice to the Lessee:

Park Property Management
M-NCPPC
Montgomery County Department of Parks
8301 Turkey Thicket Drive, 2nd Floor
Gaithersburg, MD 20879

2.18 Notice Addresses:

Commission: Same as Rental Payment address above.

With a copy to: Office of General Counsel
6611 Kenilworth Avenue, Suite 200
Riverdale, MD 20737

Lessee: Renovacion Media Group Corp.
9707 Lorain Ave.
Silver Spring, MD 20901

2.19 Attachments and Addenda:

- Attachment One: Renovacion Media Group Corp. Proposal
- Attachment Two: Description and Designation of Leased Premises
- Attachment Three: Rent
- Attachment Four: Insurance Requirements

3. Leased Premises. The Commission leases to the Lessee, and the Lessee accepts from the Commission, the Leased Premises in “AS IS, WHERE IS” condition, with no representation or warranty by the Commission as to the condition or suitability of the Leased Premises for the Lessee’s purpose.

4. Term.

4.1 Term: The Term of this Agreement shall commence on the Term Commencement Date and expire on the Termination Date. This Agreement shall terminate on the Termination Date without the necessity of Notice from either the Commission or Lessee.

4.2 Renewal Term: If this Agreement is in full force and effect and Lessee is in compliance with all of the covenants, agreement, conditions, and provisions of this Agreement, Lessee may request to renew this Agreement for the Renewal Terms, which if approved by the Commission, will renew immediately following the expiration of the then current term, on the same terms, conditions, and provisions as set forth in this Agreement, except that the Rent shall be adjusted and modified as stated in Attachment Two. Despite the foregoing, the Commission in its sole discretion may accept or deny the request to renew this Agreement. To renew the Term, the Lessee must give written notice of its intent to renew to the Commission at least Six months prior to the expiration of the term then in effect.

4.3 Holding Over: If the Lessee fails to vacate the Leased Premises on the Termination Date, the tenancy under this Agreement shall be a tenancy from year-to-year at an annual rent of 150% of the Rent due for the last year under this Agreement, provided that such year-to-year tenancy shall not deprive the Commission from exercising any and all rights available at law or equity, including any legal remedies to remove the Lessee from the Leased Premises without notice.

5. Use of Leased Premises.

5.1 Use: The Lessee shall use the Leased Premises solely for the Permitted Use and for no other purpose.

5.2 [Not Used]

5.3 Licenses & Permits: The Lessee shall obtain and furnish licenses or permits required by the Legal Requirements prior to initiating construction activities or

operations, as applicable. The Lessee agrees to furnish and maintain all such required licenses and/or permits during the Lessee's occupation of the Leased Premises.

5.4 Signs: Lessee shall post signs advising Golf Course users of the Leased Premises, at its sole cost and expense, in accordance with the Commission's specifications and only after obtaining written consent of the Commission of the drawings or plans submitted in advance. Lessee further agrees, at its sole cost and expense, to provide to the Commission signs indicating that the Commission is allowing Lessee to use part of the Golf Course as a radio transmission site pursuant to the specifications required by the Commission. Throughout the term of this Agreement, said signs shall be maintained and replaced as necessary by Lessee at its sole cost and expense. For avoidance of doubt, Lessee may not install any sign on the Leased Premises or on the Golf Course unless the Lessee has obtained the prior approval of the Commission, which shall not be unreasonably withheld or delayed. Any sign, placard, decoration, lettering, or descriptive material installed by the Lessee shall be in compliance with all applicable Legal Requirements and shall be prepared, installed, and removed at Lessee's sole cost and expense.

6. Principal Purpose of Golf Course. Lessee acknowledges and agrees that the principal purpose of the Golf Course is for the use and benefit of the citizens and residents of the Maryland-Washington, DC Metropolitan District and of the golf players who use Golf Course, together with such other public purposes as may, from time to time, be determined by the Commission; accordingly Lessee further acknowledges and agrees that Commission's act, omission, determination, judgement and decision is deemed to be made consistent with the foregoing principal.

7. Rent; Additional Rent; Security Deposit.

7.1 Rent. The Lessee shall pay the Commission the Rent, without prior notice or demand and without offset, deduction or counterclaim whatsoever, in the amounts, at the rates and times set forth in this Agreement, prorated for any partial calendar year.

7.2 Additional Rent. Whenever the Lessee is required to pay to the Commission any sum of money in addition to the Rent, such sum shall be deemed to be and shall become additional rent (the "**Additional Rent**"), whether or not such sum is designated as Additional Rent (including, but not limited to, payments and charges for utilities, maintenance, insurance, repairs, remediation, late fees, interest, attorneys' fees, court-awarded costs, and/or security deposit).

7.3 [Not Used]

7.4 Late Payment & Dishonored Check Charges. (a) If the Rent is not received by the Commission by the Fifth day from the date the Rent is due, the Lessee shall pay the Commission a late charge equal to 10% of any amount then due. Payment of such late charge shall not excuse or waive the late payment of the Rent. (b) If the Lessee presents a check to the Commission that a bank returns unpaid, the Commission may require the Lessee to make

payment by certified check or money order. In addition, the Lessee shall pay to the Commission a returned check fee of \$50.00 for each returned check, plus any other reasonable fees, costs, charges, and expenses incurred in collecting the payment.

7.5 Payment of Rent. The Lessee shall pay the Commission the Rent and any Additional Rent (where applicable) in monthly installments, in advance, commencing on the Term Commencement Date, and on the first day of each month thereafter throughout the Term. If paid by checks, the payment checks shall be made payable to "M-NCPPC."

7.6 Security Deposit. Simultaneously with signing this Agreement, the Lessee shall pay to the Commission the Security Deposit. The Security Deposit shall be held by the Commission in a non-interest bearing account, which account may co-mingle other funds of the Commission, and may be used by the Commission to secure the Lessee's obligations under this Agreement. If the Lessee is not in default under this Agreement at the time of the termination of this Agreement, the Commission shall return the Security Deposit to the Lessee within 30 days after the later of: (a) the written notice of termination by the Commission (b) the date the Lessee vacates the Leased Premises, or (c) the date of last Commission inspection and walk-through. The Security Deposit is held as collateral security and the Commission may apply it to redress any damages to the Leased Premises caused by the Lessee or other damages and expenses suffered by the Commission as a breach of any covenant or provision of this Agreement. Lessee shall replenish the Security Deposit within 10 days of written notice from the Commission.

8. Utilities and Services.

8.1 Lessee. Except as provided in Section 41 below, Lessee shall directly and promptly pay all fees, taxes, costs and charges for:

(a) Obtaining, maintaining and providing all utility services necessary for Lessee's use of the Leased Premises, including but not limited to water, sewer, electric, gas, telephone, cable and communications if Lessee is the sole occupant of the Tower Site. All utility services shall be placed in Lessee's name, except that where any utility is shared with any building or facility utilized by the Commission, that utility shall remain in the name of the Commission and Lessee shall reimburse the Commission for its share of the utility cost. If the Commission leases all or some of the transmitter buildings to a third party, the utility fees may be apportioned by the tower tenants based on separate metering, prorated billing or new billing information.

(b) Removal and disposition of Lessee's trash.

8.2 [Not Used]

8.3 If the Commission or Lessee wishes to establish separate metering of a utility service at that party's sole cost and expense, the other party shall cooperate in that process.

8.4 The Commission shall not be liable to the Lessee for damages or otherwise for the quality, quantity, failure, unavailability, or disruption of any utility service and the same shall not constitute a termination of this Agreement, or to any abatement of Rent.

8.5 The Commission may at any time alter any utility, and related equipment, serving the Golf Course, provided such alteration does not materially interrupt service to the Leased Premises and does not unreasonably interfere with the Lessee's business operation within the Leased Premises.

9. Restrictions on Use of Leased Premises. The Lessee shall not use the Leased Premises:

9.1 In violation of any Legal Requirements.

9.2 In a manner to commit waste.

9.3 For any purpose that is

(a) unsafe or hazardous,

(b) in violation of any certificate of occupancy, and/or

(c) a public or private nuisance.

9.4 For the purpose of bringing, placing, disposing of or storing any dangerous item or property, or any illegal, hazardous or toxic material or substance.

9.5 For the storage of equipment, supplies, materials or personal property not directly related to the Permitted Use.

9.6 For the storage or parking of any trailer, recreational vehicle, boat, commercial vehicle, truck, or equipment on the Leased Premises or Golf Course.

9.7 Allow any person to park anywhere on the Leased Premises or on the Golf Course who is not authorized to use the Leased Premises.

9.8 Allow any motor vehicle on the Leased Premises or on the Golf Course with expired license plates or registration.

9.9 Use the Golf Course or the Leased Premises for repair of motor vehicles or equipment.

9.10 Obstruct a sidewalk, driveway, exit, or entrance, or area in the Leased Premises or the Golf Course.

9.11 Interfere with the use of the Golf Course by the public.

9.12 For any use that violates or is inconsistent with this Agreement.

10. Public Access to Leased Premises. The Lessee may prohibit the public from accessing the Leased Premises, provided always, that the public may always access and use the Golf Course, unless such access is prohibited by the Commission. The public shall not be permitted to have access to areas of the Tower Site that (a) are considered “controlled areas” by the FCC’s Office of Engineering and Technology Bulletin No. 65 for protection of the public from radio frequency radiation exposure; (b) house Lessee’s transmitter and electrical power equipment; (c) where such public access would adversely affect the operation of the Station; or (d) where unregulated public access to such areas would violate standards, rules or orders promulgated by the FCC, Occupational Safety and Health Administration (“**OSHA**”) and any other federal state, county or other governmental entity, including but not limited to non-access to the base of the radio tower at the Tower Site, in order to protect from electrocution hazard. The Commission acknowledges that access to the Tower Site presents electrical and radio frequency radiation hazards and Lessee shall have no liability to Commission for any injury arising from accessing the Tower Site without coordinating with Lessee.

11. Liens. The Lessee shall not permit any liens to be imposed or maintained against the Leased Premises for any labor, service or material furnished to Lessee. If any lien is asserted against the Leased Premises, Lessee shall, at Lessee’s sole cost and expense, have the lien discharged by payment, bond or otherwise within 10 days from the date any such lien is imposed on the Leased Premises.

12. Taxes, Fees and Charges. The Lessee shall pay all taxes, fees, and charges imposed against the Lessee by Federal, State or local government agencies resulting from, or related to, the use of the Leased Premises under this Agreement.

13. Insurance. The Lessee shall obtain and maintain insurance coverage for the Leased Premises at the Lessee’s sole cost and expense as set forth in Attachment Four which is attached to and incorporated into this Agreement.

14. Indemnification. The Lessee shall indemnify, defend and hold harmless the Commission, its Commissioners, directors, officers, employees, agents, and representatives (collectively, the “**Indemnitees**”) against and from all claims, liabilities, obligations, damages, fines, penalties, demands, costs, charges, judgments and expenses (including reasonable attorneys’ fees, experts’ fees, and other professional costs) that are made against or incurred by any Indemnitee arising from the Lessee’s negligence, omission, wrongful conduct, negligent performance or failure to perform any of the Lessee’s obligations under this Agreement. The Lessee’s indemnification shall survive the expiration or termination of this Agreement.

15. Waiver and Limitation of Liability.

15.1 Limitation. The Commission shall not be liable to the Lessee, or to those claiming through the Lessee, for any loss, theft, injury, liability, or damage of, for or to the Lessee’s business and/or property which may result from: (a) any act, omission, fault or

negligence of other lessees or Lessee, each of their agents, employees or contractors, or any other persons (including the public); (b) the breaking, bursting, backup, stoppage, or leaking of electrical or phone/internet cables and wires, or water, gas, sewer, HVAC or steam pipes or ducts serving the Leased Premises, the Tower Site, and/or the Golf Course; and/or (c) water, snow or ice being upon the Golf Course or coming into the Leased Premises. The Lessee acknowledges and agrees that its use of the Leased Premises and the Tower Site is at its own risk. Lessee expressly agrees to indemnify, defend, and hold the Commission harmless against any such claims. To the extent any liability is imposed on the Commission under this Agreement, such liability is limited by the notice requirements, types of liabilities, and damage limits stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec 5-301 *et seq.* and the Maryland Tort Claims Act, Md. Code Ann., State Gov't Art., Sec. 12-101 *et seq.* This provision is not intended to create any rights in any third parties.

15.2 **Budgetary Appropriations.** The Commission shall, in accordance with its normal budgetary procedures, make timely application for, and use reasonable efforts to obtain, budget appropriations reasonably calculated to provide all funds necessary for the Commission's performance of and compliance with all of the material terms, conditions and covenants contained in this Agreement. Notwithstanding anything to the contrary in this Agreement, the Commission shall not be deemed to be in default in the performance of or compliance with any of the terms, conditions, or covenants contained in this Agreement if funds are not specifically budgeted and appropriated therefore at the time of the alleged default. Certification by the Secretary-Treasurer of the Commission that funds are not specifically budgeted and appropriated therefore shall be conclusive as to that issue.

16. Improvements to Leased Premises.

16.1 Except for those subject to Section 19, the Lessee shall not make any improvements to the Leased Premises without first obtaining the Commission's written consent.

16.2 The failure to comply with this Section 16 is a material breach of this Agreement.

17. Maintenance and Repair of Leased Premises by Lessee. During the Term of this Agreement, the Lessee shall at its sole cost and expense:

17.1 Except as provided in Section 41 below, Lessee, at its sole cost and expense, shall keep the Tower Site in good order, repair and condition, as reasonably determined by the Commission, and shall make or cause to be made all necessary repairs, alterations and/or replacements thereto, including interior, exterior, structural and non-structural. Lessee shall specifically maintain the Tower Site in accordance with all of the standards and rules promulgated by the FCC and Federal Aviation Administration (the "FAA"), OSHA and any other federal, state, county or other applicable rule, statute or standard governing such maintenance.

17.2 Except as provided in Section 41 below, Lessee shall maintain the radio transmission tower (including painting and lighting of same) in accordance with applicable local, state and federal regulations. Lessee may share the costs associated with such repair and maintenance of areas shared in common with any tower tenants, as may be agreed upon by and between those parties. However, the tower tenants (where multiple) shall remain jointly and severally liable for the cost of repair and maintenance of all areas of the Tower Site, including equipment shelters and fencing. Where necessary to ensure compliance with the Legal Requirements, Lessee agrees to first undertake all responsibility for maintenance at and of the Tower Site regardless of the cooperation of other tower tenants and separately seek other tower tenant's compensation thereafter. For avoidance of doubt, Lessee shall have no obligation to repair and/or maintain any non-common equipment installed at the Tower Site by the Commission or other tower tenants pursuant to the provisions of Section 41 hereof.

17.3 Lessee shall not add or remove any trees or other natural growth (other than periodic grass cutting), and no clearing, grading, or change in topography is to be effected, without prior written approval of the Commission, which shall not be denied if any of the above enumerated actions are required: (i) by FCC rules or orders or other customary practices governing AM radio tower operation; (ii) for the proper operation of the Station's transmission system under the terms of its FCC authorization, or (iii) in order to prevent destabilization of the radio tower as determined by a professional engineer certified to practice in Maryland.

17.4 Lessee agrees not to allow noxious weeds, as defined by all current and future federal, state, county and local laws and regulations, to go to seed on the Leased Premises. Lessee further agrees that it will prevent injury to and take proper care of all other trees, vines, shrubs and herbaceous plants on the Leased Premises during the removal of noxious weeds except as provided for under Section 19.3 below.

17.5 Except as otherwise provided herein, if Lessee fails to keep the Tower Site in good order, repair and condition (except for equipment and equipment enclosures which are the property of the Commission or third parties and not Lessee's responsibility), such failure shall be a material breach of this Agreement. The Commission may clean the Tower Site at Lessee's expense if Lessee shall not have done same within 15 days following written notice by the Commission to Lessee specifically requesting such maintenance. Upon Lessee's failure to comply with the written notice, the Commission may proceed under the provisions of Section 23 of this Agreement.

17.6 Remove and dispose of all trash on the Leased Premises off site (not in the Golf Course receptacles).

17.7 Remove snow and ice from the Leased Premises.

17.8 Maintain, repair, and replace all of Lessee's personal property, fixtures, equipment, furnishings and appliances.

17.9 Maintain and repair any outbuildings, sheds, and outdoor areas used in conjunction with the Lessee's operations, if any.

17.10 Immediately report any damage, defects, or needed repairs to the Commission.

17.11 Obtain prior approval from the Commission prior to performing any maintenance on or about the Leased Premises which work must be performed in accordance with the Legal Requirements.

18. [Not Used]

19. Alterations; Additions; Improvements to Leased Premises.

19.1. The Lessee shall provide the Commission with plans for any alterations, additions or improvements to the Leased Premises, and shall not make any alterations, additions or improvements to the Leased Premises without obtaining the written approval in advance from the Commission's Montgomery County Department of Parks. The Lessee shall comply with all Legal Requirements, including the Americans With Disabilities Act. All changes, alterations, installations, additions and improvements so approved shall be made at Lessee's expense.

19.2. All changes, alterations, installations, additions and improvements made upon the Leased Premises shall be the property of the Commission and shall remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of this Agreement unless otherwise explicitly provided herein; provided, however, that the Commission may elect to require Lessee to remove all or any part of said changes, alterations, installations, additions or improvements, and repair any damage to the Leased Premises caused by such removal, at Lessee's expense, at the expiration or earlier termination of this Agreement. Nothing in this Section 19 shall be construed to include furniture, furnishings, tools, operating equipment or other items of a temporary or easily removable character, except as a lien for the benefit of the Commission to secure payment of the Rent and damages for breach of any of the terms, conditions and covenants of this Agreement by the Lessee.

19.3. Lessee shall not alter any water courses, place fill within the 100-year floodplain, construct trails or access roads, cut or remove any living tree, remove any existing fencerows, excavate or build any improvement, dispose of trash, waste, or equipment, or install any trailer or other temporary housing on the Leased Premises, without express prior written consent from the Commission. Notwithstanding the foregoing, however, Lessee shall be allowed to use reasonable measures to maintain existing fencerows or prevent the overgrowth of vegetation onto existing arable land.

19.4. With the Commission's prior written consent, Lessee may at its own expense build, erect or string new fencing or gateways, subject to any other restrictions in this Agreement. Lessee may at any time during the term of this Agreement remove Lessee's fencing

or gateways, if any, provided that the areas from which said fencing or gateways are removed are left in good condition as determined by the Commission.

19.5. Lessee may make the following improvements at the Tower Site at its option at any time during the Term (of this Agreement: refurbish and/or replace the existing Station's broadcast transmission components, including antenna tuning units (ATU), tower ground screens, tower base insulators, guy wires, guy wire insulators, guy wire anchors, guy wire anchor footings, ground radial wire system, DA sampling loops, DA sampling lines, ATU electrical systems and lines, transmission lines, transmission line and ATU supports, transmitter, phasors EAS equipment and any other component comprising the Station broadcast transmission system.

19.6. Any improvements, alterations, replacements, additions and all maintenance or repair work shall be made or performed in a good and workmanlike manner, consistent with sound engineering standards, and using materials that are new and free of defects and shall comply with all applicable building codes. Lessee and its contractors shall confer in advance with the Commission and shall comply with the instructions of the Commission regards to the location and movement of vehicles and supplies to prevent any damage to the Golf Course or its grounds. Movement of materials or vehicles shall not be allowed unless the ground is dry as determined by the Commission.

20. Incidents and Accident Reports. The Lessee shall promptly notify the Commission and the Lessee's insurance carrier of any personal injury, property damage, incidents and accidents on or about the Leased Premises, including, but not limited to accident, fire, water, flood, wind, explosion and vandalism. The Lessee shall immediately notify both (a) the Park Police at (301) 949-3010, and (b) the Commission's Property Management Office at (301) 495-2520 for the foregoing. Notwithstanding the previous sentence, the Lessee shall not be required to notify the Commission of property damage to the Lessee's personal property.

21. Hazardous Materials. If the Lessee uses, stores, manages and disposes of any Hazardous Materials on the Leased Premises, the Lessee must comply with all applicable Legal Requirements. If the Lessee violates this section, or causes or permits Hazardous Material on the Leased Premises that results in contamination of the Leased Premises or any part of the Golf Course, then the Lessee must: (a) indemnify, defend and hold the Commission harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, attorneys' fees, consultant fees and expert fees); and (b) promptly take all actions as are necessary to return the Leased Premises and any other affected properties to the condition existing prior to the introduction of the Hazardous Material to the Leased Premises and all other affected properties, whether arising during the Term of this Agreement or after the expiration or termination of this Agreement. The indemnification by the Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any Federal, State or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Premises or any affected properties.

For the purposes of this Agreement, the term “**Hazardous Material**” means (i) hazardous or toxic substances, wastes, materials, pollutants and contaminants which are included in or regulated by any Legal Requirements, including CERCLA, Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, as any of the foregoing may be amended from time to time, (ii) petroleum products, (iii) halogenated and non-halogenated solvents, and (iv) all other regulated chemicals, materials and solutions which, alone or in combination with other substances, are potentially harmful to the environment, public health or safety or natural resources.

22. Pest Control. Lessee shall be responsible for pest control within the Leased Premises. The Lessee shall comply with all applicable Legal Requirements governing pest control, including, but not limited to, storage, inventory, purchase, disposal and application. The Lessee shall not use, or cause to use, any pest control material that is prohibited by any Legal Requirements. The Lessee shall provide a copy of the pest control contract to Commission’s Montgomery County Department of Parks’ Property Management to evidence the Lessee’s maintenance of pest control obligation within 60 days of the Term Commencement Date, and within 60 days of the commencement of each Renewal Term.

23. Default. In the event there is a breach by the Lessee with respect to any of the provisions of this Agreement or its obligations under it, including the payment of the Rent and/or Additional Rent, the Commission shall give Lessee written notice of such breach. The Lessee must cure any monetary breach, including but not limited to the obligation to maintain the Security Deposit, within 15 days from the date of posting of such written notice. For any non-monetary breach, the Lessee must cure any such breach within 30 days from the date of posting of such written notice, provided the Lessee may have such extended period as may be required beyond the 30 days (a) if the nature of the cure is such that it reasonably requires more than 30 days; (b) Lessee commences the cure within the 30 day period; (c) continuously and diligently pursues the cure to completion; and (d) complete the cure within 90 days from the date of the written notice to Lessee. The Commission may not maintain any action or effect any remedies for default against the Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this section. Upon expiration of the period specified in the cure notice, the Commission may (x) charge the Lessee any sums, amounts, charges, costs, claims, fees or expenses incurred by the Commission to cure the Lessee’s failure or default, which may include additional management fee equal to 15% of all amounts incurred by the Commission, which amount must be paid to the Commission by the Lessee within 10 days of the date of demand; or (y) terminate this Agreement and pursue any other remedies available to it at law or in equity.

24. Expiration; Termination. This Agreement may be terminated without cause by either party upon 180 days prior written notice to the other party. If the Commission fails to receive, for any or no reason, an appropriation or otherwise have available funds sufficient to maintain the Tower Site or any or all portions of the Golf Course, the Commission may, upon 30 days written notice to the Lessee, unilaterally terminate this Agreement without penalty or

termination expense. Upon the expiration or termination of this Agreement, the Lessee shall immediately cease operations on the Leased Premises and peaceably surrender the Leased Premises, without further notice, in a broom-swept, as good a condition as Lessee received the Leased Premises, reasonable wear and tear excepted. If the Commission requests the Lessee to remove the Lessee's personal property, the Lessee will promptly do so, shall repair any damage to the Leased Premises, and return the Leased Premises to the condition prior to the Lessee's use thereof. Failure by the Lessee to remove any of the personal property within 30 days after notice to do so, such property shall be deemed abandoned by the Lessee and all right and title to such property shall automatically transfer to the Commission. The Commission may: (a) reenter the Leased Premises, and expel the Lessee or any person or legal entity claiming through the Lessee, including the change of the locks without any prior notice to the Lessee; and/or (b) sell, transfer or assign any of Lessee's personal property and apply any sales proceed therefrom against any monies due and owing to the Commission. The Lessee expressly consents to all of the foregoing actions by the Commission and waives any right to object, contest or file any legal action against the Commission. The Lessee further agrees not to file any counterclaim to any Commission legal action and shall bring any of Lessee's action in separate legal proceedings. The Lessee shall remain liable for the Lessee's negligence, wrongful conduct, negligent performance or failure to perform any of the Lessee's obligations under this Agreement, plus court costs and reasonable attorney's fees and other professional fees (including expert witness).

25. Laws and Regulations. The Lessee shall comply with all of the Legal Requirements at all times.

26. Non-Discrimination. The Lessee shall not discriminate against any participant in or applicant for its programs, or against any employee or applicant, or against any contractor because of age, sex, race, creed, color, national origin, marital status, ancestry, or disability. If the Lessee is determined to be in violation of any Federal, State or County nondiscrimination law by the final order of an agency or court, the Commission may terminate or suspend this Agreement in whole or in part. The Commission may declare the Lessee ineligible for further agreements with the Commission.

27. Notices. The parties shall send all notices, requests, demands or other communications in writing by: (a) personal delivery, or (b) by certified mail or registered mail, postage prepaid, return receipt requested, to the Commission or the Lessee, to the addresses set forth in Section 2.18 above. Any change in address is not valid until written notice of such change is provided to the other party.

28. Non-Waiver; Cumulative Remedy. The failure by the Commission to insist upon the performance of any provision, condition or term of this Agreement, or the failure of the Commission to exercise any right or remedy shall not constitute a waiver of provision, condition, term, right or remedy by the Commission. The provision, condition, term, right or remedy shall continue in full force and effect, unless waived in writing by the Commission. All rights and remedies enumerated in this Agreement shall be cumulative and mention in this

Agreement of any specific right or remedy shall not preclude the Commission from exercising any other right or remedy now or hereafter allowed by or available under any statute, ordinance, rule of court, the common law, or otherwise at law or in equity or both.

29. Entire Agreement. Lessee agrees to abide by the terms of this Agreement and Proposal. This Agreement and Proposal contain the entire agreement between the parties and supersedes any prior agreements, whether written or oral. In the event of any conflict between this Agreement and the applicable portion of the Proposal, this Agreement shall control, followed by any applicable Legal Requirements, then the Proposal. This Agreement may be modified by a written amendment signed by the parties.

30. Waiver of Jury. The Lessee waives any right to a trial by jury in any legal action relating to this Agreement.

31. Severability. If any provision of this Agreement is determined to be invalid or illegal by a court or an administrative agency or body, that provision shall be severed from this Agreement and shall not affect the remainder or any other provision of this Agreement.

32. Assignment. The Lessee may not delegate, or assign, sell or transfer, any right, interest, or obligation under this Agreement, without the prior written consent of the Commission, which consent shall be at the Commission's sole discretion. In the event of a request for the Commission's consent to the delegation, assignment, sale or transfer of any right, interest or obligation under this Agreement, the Lessee shall request the Commission's consent in writing, and the Lessee shall furnish the Commission a copy of the documents proposing the delegation, assignment, transfer or sale. Such request must be accompanied by an administrative fee of \$2,500.00 or such other amount then in effect in the Commission's Property Management Division, to cover administrative costs of the Commission related to its review and analysis of the proposed assignment, sale, transfer, or delegation. The Commission may increase the fee without notice to the Lessee. All assignments must use the Commission's assignment form as provided by the Commission to the Lessee

33. Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of Maryland and enforced exclusively in any court of competent jurisdiction in Montgomery County, Maryland.

34. Permits. Lessee shall obtain any permit and license required by the Legal Requirements for its use of, and any alteration or work on or about, the Leased Premises.

35. Commission Access to Leased Premises.

35.1 The Commission may enter the Leased Premises at all reasonable times to:

- (a) Inspect the Leased Premises for compliance of this Agreement;

(b) Perform any work on the Leased Premises, provided that the Commission gives the Lessee a one (1) business day notice of such work, unless the Lessee requests the Commission to perform work with less than one (1) business day notice;

(c) Enforce this Agreement; and

(d) Perform any duty or obligation under the Legal Requirements.

35.2 Despite the foregoing, the Commission may enter the Leased Premises at any time in case of an emergency.

36. Obligations Surviving Agreement. This Agreement is binding upon the parties their successors, agents, officers, employees, assignees, contractors, and representatives. Any obligations and liabilities of the Lessee shall survive the expiration or termination of this Agreement.

37. Police Services. The Commission Park Police has primary jurisdiction over the Leased Premises.

38. Force Majeure. Either party shall be excused for any period or periods of delay in the performance of any of such party's obligations hereunder when delayed, hindered or prevented from so doing by any cause or causes beyond such party's control, which causes shall include, without limitation, all labor disputes, riots, civil commotion or insurrection, war or war-like operations, invasion, rebellion, military or usurped power, sabotage, terrorism, governmental restrictions, regulations or controls (including delays attributable to the actions and requirement of federal, state and local environmental protection agencies respecting water pollution and/or air pollution, storm drainage, sanitary sewer disposal, energy shortages and/or like matters), inability to obtain any materials or services, fire or other casualties, or acts of God. The foregoing are individually and collectively referred to as a "**Force Majeure**". Lack of available funds shall not be deemed a Force Majeure. If as a result of any of such events the Commission or the Lessee, as the case may be, shall be unable to exercise any right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event. The provisions of this section shall not operate to postpone the Term Commencement Date, delay the payment of Rent or to extend the Term or applicable renewal term.

39. Casualty.

39.1 Fire or Other Casualty. The Lessee shall give prompt notice to the Commission in case of fire or other casualty (the "**Casualty**") to the Leased Premises or the Tower Site.

39.2 Right to Terminate. If (a) the Tower Site is damaged to the extent of more than 50% of the cost of replacement thereof; (b) the Tower Site is damaged to the extent such damage cannot be repaired within 150 days from the date of the Casualty; or (c) such Casualty

is not covered by insurance carried by the Commission or if the Commission's funding or appropriation does not make sufficient proceeds available for full and complete restoration, then the Commission may terminate this Agreement by notice to the Lessee within 150 days after the date of the Casualty. If the Commission so terminates this Agreement then the Termination Date shall be the date set forth in the notice to Lessee, which date shall not be less than 30 days nor more than 90 days after the giving of said Notice. The "**cost of replacement**" shall be determined by the Commission at its sole discretion.

39.3 **Liability After Casualty.** Neither the Rent nor any other obligations of the Lessee under this Agreement shall be affected by any Casualty, and Lessee hereby specifically waives all other rights it might otherwise have under law or by statute.

39.4 **Termination.** Upon any termination of this Agreement under any of the provisions of this section, the Rent shall be adjusted as of the date of such termination and the parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Leased Premises by the Lessee, except for items which have been theretofore accrued and are then unpaid or unperformed and except that the Lessee shall not be released from claims for personal injury or property damage occurring on the Leased Premises prior to termination of this Agreement and for which the Lessee is otherwise responsible hereunder.

39.5 **Non-Termination.** In the event this Agreement is not terminated pursuant to this section after Casualty, the Rent payable by the Lessee under this Agreement shall not be abated from the time of Casualty to completion of any rebuilding and shall be fully due and payable. Additionally, the Commission shall not be liable for any damages (including, without limitation, business interruption) that may be suffered by the Lessee by reason of any Casualty and/or the deprivation of the Lessee's use and possession thereof, regardless of reason or cause, nor shall the Commission be liable for any damage to, or repair, rebuilding, reconstruction, restoration or replacement of any of, the Lessee's property, improvements, or any other improvements required to be rebuilt by the Lessee.

40. Administrative Requests. Lessee shall submit a written request to the Commission a minimum of 30 days in advance for consent of or for any Lease amendment, extension, assignment, party name change, loans, or any other administrative processing, which request must be accompanied by a non-refundable payment of \$2,500 to the Commission for its administrative costs to process the same.

41. Broadcast Rights.

41.1 Lessee shall have the right and privilege to use the Tower Site for any radio broadcasting use that complies with the terms of this Agreement and is consistent with rules promulgated by the FCC. The Commission reserves the right, upon 30 days written notice to Lessee, to broadcast from the Tower Site and to license other third parties to use the broadcast tower provided that such use or other licensing complies in all respects with

applicable FCC Rules, including those rules relating to interference with AM/FM transmitting facilities, and further provided that such additional use does not adversely affect the operation of the Station, including but not limited to adversely affecting the broadcast signal of the Station in any manner or creating direct or indirect interference with the broadcast signal of the Station, in which event such additional use shall immediately cease until such interference is resolved.

41.2 In the event of any radio broadcasting usage by the Commission or subsequent licensing by the Commission to third parties, the Commission or such third parties, as the case may be, shall assume (and Lessee shall have no obligation to pay any and all costs associated with (a) acquisition, installation, repair and maintenance of their respective non-common equipment and equipment enclosures; (b) modification of the towers and/or the Tower Site to facilitate such additional usage; (c) utility expenses associated with the added equipment, and (d) modification, direct measurement, detuning, re-tuning, and or adjustment of the Station's equipment, and or modification of the Station's authorized operating parameters by the FCC, if necessary, as a result of changes to the signal radiation parameters of the Tower Site caused by such additional usage. Under no circumstances, however, shall such additional usage cause the Station to have any less authorized power and/or expected coverage area than it currently has pursuant to its current FCC authorizations. Any agreements between the Commission and third parties authorizing such third parties' use of the radio tower and/or Tower Site shall provide that such third parties will comply with the provisions of this Section 41 regarding interference as well as all applicable FCC rules and regulations, including but not limited to 47 C.F.R. §73.1692 and §22.371. Lessee covenants and agrees to cooperate with the Commission in facilitating agreements authorizing such third parties' use of the radio tower and/or Tower Site.

42. Shared Use. If the Commission or other third parties transmit from the Tower Site, then Lessee shall use its facilities in a manner which will not interfere with other third parties' transmission operations or with the Commission's use of the Tower Site, provided however that nothing in this section shall obligate Lessee to change its specified manner of operation if such operation is compliant with FCC rules and orders and the terms of its FCC authorizations. For the purposes of this section, Lessee shall not be deemed to interfere with the Commission's or other third parties' activities on the Tower Site if Lessee's operation of the Station meets the requirements of FCC rules, the Communications Act of 1934, as amended, and the terms of its FCC authorizations. If the Commission or other third parties install any antennas on the radio tower on the Tower Site which are used by the Station, or erect any additional towers on or near the Tower Site which are adjacent to the radio tower, the Commission or such other third parties, as the case may be, shall assume the cost (and Lessee shall not be obligated to pay) of (i) furnishing and installing any protective equipment, such as ISO couplers and detuning apparatus, made necessary by such antenna installation or additional tower erection; and (ii) any measurements, readjustments and/or re-licensing of the Station transmission system (pursuant to, inter alia, 47 CFR §22.371) which may be necessary to prevent such antenna installation or additional tower erection from adversely affecting the

Station operation, or which may be required by FCC rules or orders or the terms of Station's FCC authorizations.

43. Call Signs. In the event the FCC approves the change of call signs of the Station from WACA-AM to any alternate identifiers, the Lessee shall notify the Commission of such change within 48 hours of the effective date of such call sign change.

44. Condition Precedent. The effectiveness of this Agreement is contingent upon Lessee obtaining (a) an AM radio broadcast license from the Federal Communications Commission; (b) Commission and AC Acquisitions, LLC, terminating the contract for the Radio Tower (Commission Contract No. 250722 as amended); (c) Lessee completing the asset purchase from AC Acquisitions, LLC, including the Station; and (d) Montgomery County Planning Board and Montgomery County Council approvals of this Agreement.

45. Authorization. Each person executing this Agreement, whether on his/her own or behalf of any organization hereby certifies that each of them have been duly authorized to execute this Agreement on behalf of such organization. Lessee represents, warrants, and certifies that all approvals required for Lessee to enter into this Agreement have been duly obtained.

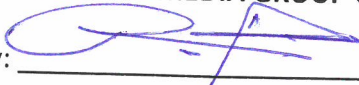
46. Electronic Signatures. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[SIGNATURE PAGE FOLLOWS]

TO EVIDENCE the parties' agreement herein, they have signed and delivered it on the dates written below.

Date: 05/14/2021

RENOVACION MEDIA GROUP CORP.

By: 

Printed Name: Roberto J. Cortes

Title: President

WITNESS/ATTEST:

Date: 05/14/2021

By: 

Printed Name: Rita Mejia

Title: Manager

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

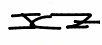
Date: 06/23/2021

By: William Spencer for _____

Asuntha Chiang-Smith
Executive Director

ATTEST:

Date: 06/23/2021

By: 

Joseph C. Zimmerman
Secretary-Treasurer

APPROVED AS TO LEGAL SUFFICIENCY



M-NCPPC Legal Department

Date: 06/21/2021

ATTACHMENT ONE

Renovacion Media Group Corp. Proposal

(Separately Attached Hereto)

Proposal for Lease
Renovacion Media Group
February 2021

Introduction

Renovacion Media Group (EIN No. 83-2770911, “RMG”) was incorporated in December 2018 by its principal, Father Roberto Cortés-Campos, for the purpose of operating WACA(AM), Wheaton, Maryland. The company has operated WACA(AM) under an agreement with the station’s licensee, AC Acquisitions, since late January 2019. In January 2021, the parties agreed on terms by which Renovacion Media Group would purchase the license and substantially all of the assets of WACA(AM). The FCC currently is processing the assignment application associated with transfer of the station’s license, with action expected in early to mid March, 2021. The parties hope to consummate the transaction shortly thereafter.

The WACA(AM) transmission facilities have been located on land associated with the Sligo Creek Golf Course (the “Transmission Site”) for many decades. AC Acquisitions currently leases the right to use the facilities and associated land from the Maryland-National Capital Park and Planning Commission (“MNCPPC”) pursuant to a lease first executed on May 13, 1980 (which lease has subsequently been assigned and extended). The parties have been advised that the MNCPPC would prefer to enter into a new lease with RMG for the Transmission Site. RMG is excited to take ownership of WACA(AM) and to sign a new lease with the MNCPPC. The following information is submitted in support of RMG’s request for a new lease.

About Renovacion Media Group

Renovacion Media Group was incorporated in December 2018 by its principal, Father Roberto Cortés-Campos, for the purpose of operating WACA(AM), Wheaton, Maryland. The company has operated WACA(AM) under an agreement with the station’s licensee, AC Acquisitions, since late January 2019. Biographies of the principals of RMG follow, as does a description of the company’s format for WACA(AM) and current and projected financial statements.

WACA(AM) Radio Format – “Vida en Abundancia”

Radio “Vida en Abundancia” (VEA) – the format for WACA(AM) – is a talk-news-magazine style. Community forming, integration to our society at large and responsibility are guiding posts of the station’s endeavor. The station strives to educate Hispanics to be good citizens and better parents, and to promote faith values such as justice, solidarity, participation, education, and generosity.

RMG Principals – Fr. Roberto Cortés-Campos, President

Father Roberto Cortes, a priest of the Archdiocese of Washington, is the president of Renovacion Media Group. He was raised in Managua, Nicaragua. One of eight children, he entered the United States in 1985 and worked in maintenance and customer service, primarily with Marriott, for nine years. Father Roberto is known for his kindness and openness to all people.

Father Roberto has done radio since an early age and broadcasting is one of his passions. In Nicaragua, from the age of 6 he was providing voice over for radio and television commercials and children shows. Later, he was a news editor and on-air personality for Spanish radio, WMET, from 1988-1990. He has been involved in the Radio Ministry of the Spanish Charismatic Renewal for 18 years. He has been doing Rompiendo Esquemas (Braking Schemes) for 15 years and Familia Nueva (New Family) for 9 years for WACA 1540 AM.

Roberto attended St. John Vianney College Seminary in Florida from 1995-1998 before completing his theological studies at the North American College in Rome, Italy from 1998-2002. He has been Pastor of Our Lady Queen of the Americas (2008-2013) and St. Mark the Evangelist Parish (2013 to present).

Father Roberto has been named the Spiritual Director of the Spanish Catholic Charismatic Renewal, which now has 20 prayer groups within the Archdioceses. While at Saint Michael Father Roberto help start the youth ministry Tira La Red, which now has 18 youth groups between young adults and teenagers.

After being name Spiritual Director of the movement, he started to work with a radio ministry that transmitted through the Internet. Within time, Father Roberto was able to get some airtime on Radio America (WACA 1540 AM) on Saturday morning with three programs. In February 2019, in connection with RMG's agreement with AC Acquisitions, the radio ministry started on WACA(AM) full-time, from sunrise to sunset.

Father Roberto's vision is to unite all Catholics within all the different movement in a place to come together and share our faith but also to call all children of God. Committed to his work, Father Roberto has helped VEA radio grow to what it is now and to continue to serve our Spanish community at large as the first full Spanish speaking radio station with Catholic programming in the DMV area.

RMG Principals – Mario N. Chavez, Jr., Director of Community Outreach

Mr. Mario Chavez is the General Coordinator of the Spanish Catholic Renewal in the Archdioceses of Washington. He was born in El Salvador and raised in the Washington, D.C. area since the age of 4. He has been married to Deysi Chavez for 23 years, and they have three children – two young adults and one teenager.

Mario has spent his life dedicated to public service: he retired from the Prince George's County Police Department after 23 years of service and currently works for the Town of Colmar Manor Police Department.

Mario has actively served the Charismatic Renewal since 2010 from Saint James parish in Mount Rainier. He currently is in his second term as General Coordinator. He is responsible for planning and working with all the Charismatic prayer groups and the radio ministry. Since being General Coordinator, he has worked hard building the bridge of the Charismatic Renewal and radio ministry because it is a way to connect with the Hispanic community that cannot attend mass or church events.

RMG Principals – Rita Mejia, General Manager

Mrs. Rita Maria Mejia Cortez was born at Nicaragua in 1981 and was raised in a Catholic home. She went to college and study Business Administration, graduating in 2002. She has worked as an executive secretary for the Transportation Ministry of Nicaragua. In 2018 she moved to the United States.

In January of 2019, Mrs. Mejia began work for WACA(AM) as the General Manager. This has been a new experience for her, and a special one as she is part of a project that has grown rapidly. Mrs. Mejia can see the satisfaction in people when they call or stop by the station because the radio ministry is supported by the communities it serves and is important to the evangelization.

RMG Principals – Mirtha Hunter, Radio Producer and Editor, Announcer, and On-Air Personality

Ms. Mirtha Maria Hunter Cuartas, a native Colombian, has belonged to the Catholic Charismatic Renewal since 1988. She attended the National University of Colombia from 1989 to 1993, where she majored in Psychology. She belonged to a religious community in Colombia, the Preachers of Christ and Mary, for nine years. It was in this community that she had her first experience in radio as a volunteer in Archdioceses of Villavicencio in Colombia and then in the station “Radio Mary” in New York where she was sent as a missionary for four years. After her mission, she returned to Colombia.

Ms. Hunter return to the United States in July of 2009. In 2010, she became a volunteer for radio Vida en Abundancia (VEA) when it was only transmitting over the Internet and started producing the program “Rompiendo Esquemas” (Breaking Schemes). Ms. Mirtha continues to participate in this radio program and is also the conductor of the “Familia Nueva” (New Family) program. She is responsible for directing two other programs: “Clave de Fe” and “Renuevate.”

RMG Principals – Neo Lobo, Producer, Announcer and On-Air Personality

Mr. Neo Lobo was born in the town of Jucuaran in El Salvador. At an early age he realized his passion for radio – he would practice at home with tape recorder, headphones, and microphone. Within time, he would be an announcer and DJ at different types of parties.

Mr. Lobo got his first job as a radio operator in 1998 at “Radio One.” Subsequently, he joined the team of Mega Communications and on weekends he would be the on-air DJ for the “Mega Club Mix,” which proved to be a successful program. He also had the honor of hosting the “Love FM” show for Mega Communications.

Since 2001, Mr. Lobo was part of the announcer team for 900 AM. He gained the support and trust of the public with his distinctive voice on the radio within the Washington DC metropolitan area. Mr. Lobo was also a host of the program “Taste and Something More” which

aired on weekdays from 2pm to 7pm. During his career, Mr. Lobo has had the honor of interviewing well-known artists like Chayanne, Marco A. Solis and Laura Pausini.

Prior to the launch of VEA on WACA(AM) in 2019, Mr. Lobo was an assistant in the control room. Once VEA went live in 2019, he came on board to work as an announcer, producer, control room operator and on-air personality. His knowledge and experience are of great benefit to the station and to the Hispanic community at large.

RMG Principals – Alex Diaz, Producer and On-Air Personality

Mr. Alex Diaz was born in EL Salvador and came to the United States in 2006. He started to attend Shire of the Sacred Heart Catholic Church in Washington D.C. when he was dealing with some difficult times in his life and decided to search for God. While in the church he learned of a Catholic radio station transmitted over the internet – VEA – and started to volunteer. At the same time he also had started to work for another (secular) commercial radio station (secular).

When Mr. Diaz first came to VEA radio as a volunteer, he was part of a youth ministry program as host and produced a radio program on Saturday mornings. An opportunity arose to have a full radio program on WACA(AM), so he joined the team and started his new program, “De Regreso a Casa” (Going Back Home) as host and producer. Mr. Diaz is grateful for the opportunity to serve the Hispanic community. Sharing the love of God has been a blessing!

Renovacion Media Group

Profit and Loss Statements, 2019 and 2020
Projected Profit and Loss, 2021

RENOVACION MEDIA GROUP

PROFIT AND LOSS

January - December 2019

	TOTAL
Income	
Services	168,436.00
Uncategorized Income	1,575.45
Total Income	\$170,011.45
Cost of Goods Sold	
Cost of Goods Sold	
COMMISSION	
CANDIDO A DIAZ	150.00
NEO LOBO	14,410.00
RITA M MEJIA	225.00
STEWART BENALCAZAR	900.00
YARIDIS M ADRIAN	225.00
Total COMMISSION	15,910.00
Total Cost of Goods Sold	15,910.00
Supplies & Materials - COGS	
BROADCAST SUPPLY WORLDWIDE	4,578.75
GUITAR CENTER	275.90
Total Supplies & Materials - COGS	4,854.65
Total Cost of Goods Sold	\$20,764.65
GROSS PROFIT	\$149,246.80
Expenses	
Advertising & Marketing	1,976.87
Bank Charges & Fees	206.27
Interest Paid	11.25
Legal & Professional Services	2,657.50
MAIL & SHIPMENT	835.43
Payroll Expenses	
Taxes	9,538.24
Wages	108,710.64
Total Payroll Expenses	118,248.88
Rent & Lease	15,000.00
Taxes & Licenses	214.07
Uncategorized Expense	14,755.01
Total Expenses	\$153,905.28
NET OPERATING INCOME	\$ -4,658.48
NET INCOME	\$ -4,658.48

RENOVACION MEDIA GROUP

PROFIT AND LOSS

January - December 2020

	TOTAL
Income	
Services	336,294.75
Total Income	\$336,294.75
Cost of Goods Sold	
Cost of Goods Sold	
COMMISSION	
NEO LOBO	12,182.45
Total COMMISSION	12,182.45
Total Cost of Goods Sold	12,182.45
Total Cost of Goods Sold	\$12,182.45
GROSS PROFIT	\$324,112.30
Expenses	
Bank Charges & Fees	322.38
FINANCE CHARGE CREDIT CARD	979.64
Total Bank Charges & Fees	1,302.02
Legal & Professional Services	3,332.95
Meals & Entertainment	
EMPLOYEE MEETING	692.93
Total Meals & Entertainment	692.93
Office Supplies & Software	
Office Supplies	350.00
Total Office Supplies & Software	350.00
Payroll Expenses	
Taxes	11,625.54
Wages	134,778.15
Total Payroll Expenses	146,403.69
Rent & Lease	150,000.00
Taxes & Licenses	
Property Taxes	600.00
Total Taxes & Licenses	600.00
Uncategorized Expense	16,155.75
Total Expenses	\$318,837.34
NET OPERATING INCOME	\$5,274.96
Other Income	
GRANT FOR COVID-19	5,000.00
Total Other Income	\$5,000.00
NET OTHER INCOME	\$5,000.00
NET INCOME	\$10,274.96

RENOVACION MEDIA GROUP

PROJECTED PROFIT AND LOSS

January - December 2021

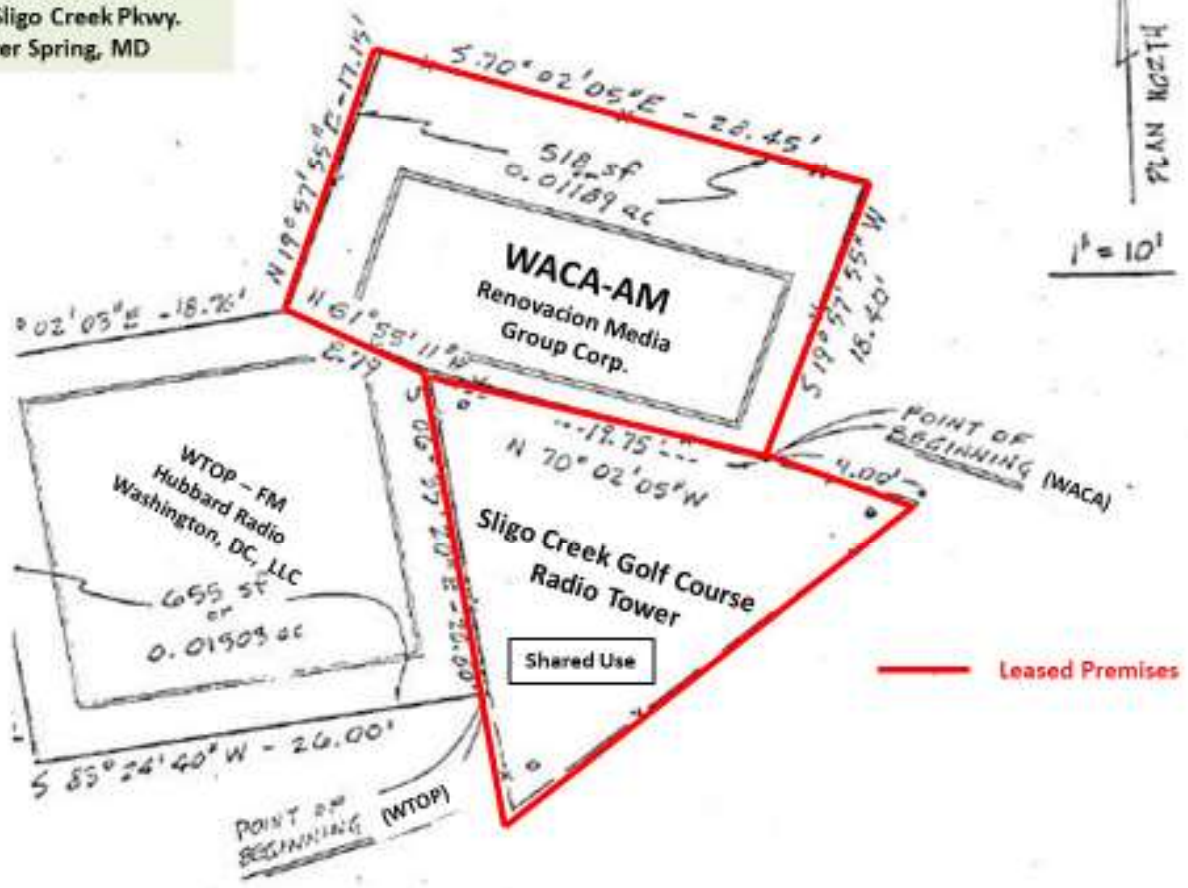
	TOTAL
Income	
Services	437,183.18
Total Income	\$437,183.18
Cost of Goods Sold	
Cost of Goods Sold	
COMMISSION	
NEO LOBO	15,837.19
Total COMMISSION	15,837.19
Total Cost of Goods Sold	15,837.19
Total Cost of Goods Sold	\$15,837.19
GROSS PROFIT	\$421,345.99
Expenses	
Bank Charges & Fees	421.69
FINANCE CHARGE CREDIT CARD	1,273.53
Total Bank Charges & Fees	1,695.23
Legal & Professional Services	11,943.71
Meals & Entertainment	
EMPLOYEE MEETING	900.81
Total Meals & Entertainment	900.81
Office Supplies & Software	
Office Supplies	455.00
Total Office Supplies & Software	455.00
Payroll Expenses	
Taxes	11,145.38
Wages	129,211.60
Total Payroll Expenses	140,356.98
Rent & Lease	208,000.00
Taxes & Licenses	
Property Taxes	780.00
Total Taxes & Licenses	780.00
Total Expenses	\$364,130.73
NET OPERATING INCOME	\$57,215.27
Other Income	
GRANT FOR COVID-19	6,500.00
Total Other Income	\$6,500.00
Other Expenses	
Other Miscellaneous Expenses	390.00
Total Other Expenses	\$390.00
NET OTHER INCOME	\$6,110.00
NET INCOME	(37) \$63,325.27

ATTACHMENT TWO

Description and Designation of Leased Premises

Attachment One

Sligo Creek Golf Course
9701 Sligo Creek Pkwy.
Silver Spring, MD





ATTACHMENT THREE**Monthly Rent**

Lease Year	Period	Monthly Rent	Annual Rent
1	July 1, 2021 – June 30, 2022	\$1,600.00	\$19,200.00
2	July 1, 2022 – June 30, 2023	\$1,664.00	\$19,968.00
3	July 1, 2023 – June 30, 2024	\$1,730.56	\$20,766.72
4	July 1, 2024 – June 30, 2025	\$1,799.78	\$21,597.36
5	July 1, 2025 – June 30, 2026	\$1,871.77	\$22,461.24
6	July 1, 2026 – June 30, 2027	\$1,946.64	\$23,359.68
7	July 1, 2027 – June 30, 2028	\$2,024.51	\$24,294.12
8	July 1, 2028 – June 30, 2029	\$2,105.49	\$25,265.88
9	July 1, 2029 – June 30, 2030	\$2,189.71	\$26,276.52
10	July 1, 2030 – June 30, 2031	\$2,277.30	\$27,327.60
11	July 1, 2031 – June 30, 2032	\$2,368.39	\$28,420.68
12	July 1, 2032 – June 30, 2033	\$2,463.13	\$29,557.56
13	July 1, 2033 – June 30, 2034	\$2,561.65	\$30,739.80
14	July 1, 2034 – June 30, 2035	\$2,664.12	\$31,969.44
15	July 1, 2035 – June 30, 2036	\$2,770.68	\$33,248.16
16	July 1, 2036 – June 30, 2037	\$2,881.51	\$34,578.12
17	July 1, 2037 – June 30, 2038	\$2,996.77	\$35,961.24
18	July 1, 2038 – June 30, 2039	\$3,116.64	\$37,399.68
19	July 1, 2039 – June 30, 2040	\$3,241.31	\$38,895.72
20	July 1, 2040 – June 30, 2041	\$3,370.96	\$40,451.52

ATTACHMENT FOUR

Insurance Requirements

1. **Comprehensive General Liability Insurance:** A Comprehensive Commercial General Liability policy including coverage for independent contractors, Completed Operations Liability and Contractual Liability, with a combined single limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage.
2. **Worker's Compensation:** A policy complying with the requirements of the applicable Worker's Compensation law or similar laws of the state of Maryland or other political division having jurisdiction over the employee, and the Employer's Liability with a limit of liability of \$100,000 accident (each), \$500,000 aggregate, and \$100,000 per disease (each employee), each occurrence.
3. **Automobile Liability:** A Combined Single Limit- \$1,000,000 if the Lessee owns or leases motor vehicles.
4. **Excess Liability:** A policy of \$1,000,000.
5. **Insurance Rating:** Insurance companies providing the insurance coverages required in this Lease must be rated by A.M. Best or a comparable rating company and carry at least an "A" rating.
6. All insurance shall be procured from insurance companies licensed and authorized to do business in the state of Maryland.
7. The Lessee must provide the Commission with a certificate of insurance with the signed Lease.
8. The Lessee must provide the Commission with a renewal certificate of insurance on or before expiration of the existing certificate.
9. The certificate must provide for 45 days advance notice to the Commission in the event of modification, termination or cancellation of coverage.
10. All insurance policies must include the Lessee as named insured and the Commission as an additional insured.
11. All insurance policies must waive all rights of subrogation against the Commission.
12. The Lessee's insurance coverage shall be the primary coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seguros R. Vasquez, Inc. 19638 Hoover Farm Dr Laytonsville MD 20882		CONTACT NAME: Lesly Mendieta PHONE (A/C. No. Ext): (301)962-3333 E-MAIL ADDRESS: lesly@segurosvasquez.com FAX (A/C. No): (301)962-3905	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Erie Insurance Exchange	NAIC # 26271
INSURED Renovacion Media Group Corp 7501 Adelphi Rd Hyattsville MD 20783		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	Q61-0099151	05/20/2021	05/20/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y	Y	Q29-2070468	05/20/2021	05/20/2022	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	Q89-2001042	05/20/2021	05/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Maryland National Capital Park And Planning Commission. is listed as Additional Insured.
 Waivers of Subrogation apply in favor of the certificated Holder

45 Days notice will send to the Commission in the event of Modification, Termination or Cancellation Of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Maryland National Capital Park And Planning Commission. 8301 Turkey Thicket Drive, 2nd Floor Gaithersburg MD 20879	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Fax: Email:

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ACORD 25 (2014/01)

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