

**Schedule 3.18**  
**Tangible Property Matters**

See attached Equipment List [3 pages].

### **Inventory of WVIB TV**

**A) Sony Vaio Computer**

1. Envision Computer Monitor for the Sony Vaio, S# C3DN21B639346
2. Keyboard, Speakers, Mouse, and HP Scanjet 4470C, Scanner S# - N21WBC1WF
3. Sony Vaio Computer Main unit Software w/movie shaker, DV Gate, Smart Capture, Sonic Stage, Picture Gear, Digital Print

**B) Trinity Computer**

1. Vision Master Pro 21 Monitor S#-5010381, keyboard, and mouse
2. Trinity main drive

**C) Various Equipment**

1. (3) Panasonic Bt-51370 Color Monitors  
Serial #s- SK6630034, SK7110013, SK710014
2. (3) Monitor Racks Mount  
Serial #s - 560261D21, 560261D01, 560261D11
3. (2) Mackie Ultra compact 2x2 audio mixer  
Panasonic, S-VHS, Hi-Fi Editing VCR
4. (2) JVC RM-P200 Remote Control unit, S# 13151610
5. (3) RCA Black and white monitors
6. Sony Betacam SP Player w/editing remote
7. (2) Panasonic Black and White video Monitors TR-932
8. (3) Panasonic Black and White video Monitors Mini, WV5203B
9. JVC Compact Disc Player
10. Sony Color Monitor
11. 422 Stereo AGC/Lavlar Symetrix
12. Sparta Electronic Corporation
13. (2) Toshiba satellite receiver Model TRX-22, Video Cipher RS
14. Leitch VPA-331N Video Processing Amplifier

15. Leighttrouix Mini-T-Pro
16. ADC Video Pack; panel
17. (2) DPC-235 Digital Processing System
18. Ocean matrix PSW-12 High performance Passive Router
19. Videotek TSM-50
20. Adtec Digital mpeg2 Commercial Insertion Duct
21. Song Color Monitor
22. AT&T 10 Channel phone
23. Gentner Telehybrid
24. Brother Intellifax 2800 Laser Fax Machine
25. Ether fast cable/DSL Router
26. (2) JVC Video Cassette recorders BR-56110
27. (2) Sony Beta Cam DT BVW-11 video cassette players
28. (2) Sony video cassette Recorder VO-5850
29. Studio
30. (2) Videssence sustained plasmatic ionic light patent pending S#-90401-712-007
31. (2) JVC 3-CCD Kyla video camera, S#-16151321 & S#-16151299
32. (2) Quickset tripods stands S#-02971781
33. Sears color TV S#-00014361
34. (2) Mics
35. Stage master Mic Shake
36. (3) Mic Cable's
37. Equipment rack

Note: WVEB-CA

Antenna

Transmitter

**Schedule 3.19**  
**Intellectual Property Matters**

The following Call Letters:

WVIB

WVEB-CA

WVIB-DT

**Schedule 3.20**

**Employee Compensation and Benefits Matters**

See attached Employee List [1 page].

# Hispanic Keys Broadcasting Corporation Employee Contact List

January 27, 2003

01/27/03

Employee	Phone	Address	Earnings 1/Rate
James, Sherese D.	(305) 623-7290	James, Sherese D. 16017 Coconut Avenue Miami Lakes, FL 33074	Hourly Rate 1 10.50
Kyle, David		Deja Killa 17347 NW 61 Ct. Miami Lakes, FL 33016	Hourly Rate 1 8.00

**Schedule 3.23**

**Cable System and Satellite Carriers**

See attached description of carriers [1 page].

Telemedia is carrying WVEB pursuant to must-carry.

Comcast is carrying WVIB pursuant to a Retransmission Consent Agreement dated March 28, 1997 which will be assigned to Buyer at Closing.



## WVIB Channel 8 & WWEB21AX Coverage

Cable System	City	County	Subs	Channel
<b>AT&amp;T South Broward</b>	Pembroke Pines Hollywood - Miramar	Broward	91,260	37
<b>AT&amp;T North Dade</b>	North Miami Beach, Miami Lakes	Dade	101,790	37
<b>AT&amp;T Miami</b>	Little Havana, Central Miami	Dade	85,410	30
<b>AT&amp;T South Dade</b>	South Miami Westchester	Dade	76,050	23
<b>AT&amp;T Key West</b>	Key West, Big Pine	Monroe	21,128	
<b>Telemedia</b>	Hollywood - Miramar Pembroke Pines	Broward	18,500	22
25% bulk Subs Condos & Hotels			103,754	
<b>Total Cable Subs</b>			<b>497,892</b>	

### Non Duplicated Over the Air

WWTU Channel 8	Key West	Monroe	8,600
W21AX Channel 21*	Miami	Dade	274,000
<b>Totals Broadcast</b>			<b>280,600</b>

**Grand Totals** **778,492**

**Schedule 3.25**  
**Noncontravention**

1. See Items 1, 2 and 3 of Schedule 3.11.
2. Licenses for the Stations issued by the Federal Communications Commission.
3. Credit Agreement between Seller and Textron Financial Corporation dated December 4, 2001.
4. Lease Agreement between Seller and Balboa Capital Corporation dated June 8, 1998.

**Schedule 3.29**

**FCC Licenses**

1. WVIB(TV), Key West, Florida – Television Broadcast Station License dated July 22, 1999.  
(Facility ID No. 27387) [2 pages attached]
2. WVEB-CA, Miami, Florida – Broadcast Station License dated January 31, 2001.  
(Facility ID No. 29547) [2 pages attached]
3. WVIB-DT – Digital Television Broadcast Station Construction Permit dated July 14, 2000.  
Permit No. BPCDT-1999102AHR [2 pages attached]

WVIB-DT - Special Temporary Authority to Operate with Reduced Facilities  
granted November 15, 2002.  
STA No. BDSTA 20021030ACT



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**TELEVISION BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

HISPANIC KEYS BROADCASTING CORP.  
5200 N.W. 43RD STREET  
GAINESVILLE FL 32606

Clay C. Pendarvis  
Associate Chief  
Video Division  
Media Bureau

Facility Id: 27387

Grant Date: July 27, 1999

This license expires 3:00 a.m.  
local time, February 01, 2005.

Call Sign: WVIR

License File Number: BLCT-19960614KG

This license covers Analog Permit No.: BNPCT-1995C906XE

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Call sign: WV1B

License No.: BLOT-19960614KG

Name of licensee: HISPANIC KEYS BROADCASTING CORP.

Station Location: FL-KRY WEST

Frequency (MHz): 180 - 186

Carrier Frequency (MHz): 181.26 Visual 185.76 Aural

Channel: 8

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670  
of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: AAR, ODD950906KE

Major lobe directions 75 255  
(degrees true):

Antenna Coordinates: North Latitude: 24 deg 34 min 19 sec

West Longitude: 81 deg 44 min 25 sec

Transmitter output power: 1 kW  
0 DBK

Maximum effective radiated power (Peak):  
5.5 kW  
7.4 DBK

Height of radiation center above ground: 33 Meters

Height of radiation center above mean sea level: 34 Meters

Height of radiation center above average terrain: 33 Meters

Antenna structure registration number: 1029779

Overall height of antenna structure above ground (including obstruction  
lighting if any) see the registration for this antenna structure.

\*\*\* END OF AUTHORIZATION \*\*\*



United States of America  
**FEDERAL COMMUNICATIONS COMMISSIONS**  
**CLASS A TELEVISION**  
**BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

HISPANIC KEYS BROADCASTING CORPORATION  
5200 N.W. 43RD STREET  
GAINESVILLE FL 32563

Hossein Hashemzadeh  
Associate Chief  
Video Division  
Media Bureau

Facility Id: 29567

Grant Date: January 31, 2001

This license expires 3:00 a.m.  
local time, February 01, 2005.

Call Sign: WVEB-CA

License File Number: BLTTA-20001025ABM

This license converts the facilities of BLTTL-199807153E to Class A  
status.

Subject to the provisions of the Communications Act of 1934, subsequent  
acts and treaties, and all regulations heretofore or hereafter made by  
this Commission, and further subject to the conditions set forth in this  
license, the licensee is hereby authorized to use and operate the radio  
transmitting apparatus herein described.

This license is issued on the licensee's representation that the  
statements contained in licensee's application are true and that the  
undertakings therein contained so far as they are consistent herewith,  
will be carried out in good faith. The licensee shall, during the term of  
this license, render such broadcasting service as will serve the public  
interest, convenience, or necessity to the full extent of the privileges  
herein conferred.

This license shall not vest in the licensee any right to operate the  
station nor any right in the use of the frequency designated in the  
license beyond the term hereof, nor in any other manner than authorized  
herein. Neither the license nor the right granted hereunder shall be  
assigned or otherwise transferred in violation of the Communications Act  
of 1934. This license is subject to the right of use or control by the  
Government of the United States conferred by Section 606 of the  
Communications Act of 1934.

Callsign: WVEB-CA

License No.: BLTTA-20001025ABM

Name of Licensee: HISPANIC KEYS BROADCASTING CORPORATION

Station Location: FL-MIAMI

Frequency (MHz): 512 - 518

Offset: ZERO

Channel: 21

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 74.75C of the Commission's Rules.

Antenna type: (directional or non-directional): Directional

Description: JAM ODDW2LAX

Major lobe directions 235  
(degrees true):

Antenna Coordinates: North Latitude: 25deg 46min 29 sec

West Longitude: 80deg 11min 19 sec

Maximum effective radiated power (Visual): 27.2 kW

Height of radiation center above ground: 136 Meters

Height of radiation center above mean sea level: 136 Meters

Antenna structure registration number: None

Overall height of antenna structure above ground: 196.6 meters.

Special operating conditions or restrictions:

- 1 This Authorization reflects the licensee/permittee's certification that the class A television stations will not cause interference to the reception of existing full-service stations on either VHS or DTV channels, any DTV facilities resulting from maximization applications filed by May 1, 2000, and existing LPTV, television translator and class A television stations.

\*\*\* END OF AUTHORIZATION \*\*\*

United States of America  
FEDERAL COMMUNICATIONS COMMISSION  
DIGITAL TELEVISION BROADCAST STATION  
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

HISPANIC KEYS BROADCASTING CORP.  
5200 N.W. 43RD STREET  
GAINESVILLE FL 32606

Clay C. Pendarvis  
Associate Chief  
Video Division  
Media Bureau

Facility ID: 27387

Grant Date: July 14, 2000

This permit expires 3:00 a.m.  
local time, June 31, 2003.

Call Sign: WUIB-DT

Permit File Number: BPCDT-19991029ABR

Subject to the provisions of the Communications Act of 1934, as amended, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this permit, the permittee is hereby authorized to construct the radio transmitting apparatus herein described. Installation and adjustment of equipment not specifically set forth herein shall be in accordance with representations contained in the permittee's application for construction permit except for such modifications as are presently permitted, without application, by the Commission's Rules.

Equipment and program tests shall be conducted only pursuant to Sections 73.1510 and 73.1620 of the Commission's Rules.

Name of Permittee: HISPANIC KEYS BROADCASTING CORP.

Station Location: FL-KRY WEST

Frequency (MHz): 204 - 210

Channel: 12

Hours of Operation: Unlimited

Callsign: WV/B-DT

Permit No.: KPCTT-19891029ADR

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Antenna type: (Directional or non-directional): Directional

Description: EAR, TAD-4MDA-4/6

Major lobe directions 75 255  
(degrees true):

Antenna Coordinates: North Latitude: 24 deg 34 min 19 sec

West Longitude: 81 deg 44 min 25 sec

Transmitter output power: As required to achieve authorized ERP.

Maximum effective radiated power (average): 2.67 kW  
4.3 dBK

Height of radiation center above ground: 33 Meters

Height of radiation center above mean sea level: 34 Meters

Height of radiation center above average terrain: 33 Meters

Antenna structure registration number: 1029778

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The grant of this construction permit is subject to the condition that, with ample time before commencing operation, you make a good faith effort to identify and notify health care facilities (e.g., hospitals, nursing homes, see 47 CFR 15.242(a)(1)) within your service area potentially affected by your DTV operations. Contact with state and/or local hospital associations and local governmental health care licensing authorities may prove helpful in this process. During this pre-broadcast period, you must provide all notified entities with relevant technical details of your operation, such as DTV channel, targeted on-air date, effective radiated power, antenna location, and antenna height. You are required to place in the station's public inspection file documentation of the notifications and contacts made and you may not commence operations until good faith efforts have been made to notify affected health care facilities. During this pre-broadcast period and for up to twenty (20) days after commencing operations, should you become aware of any instances of medical devices malfunctioning or that such devices are likely to malfunction due to your DTV operations, you must cooperate with the health care facility so that it is afforded a reasonable opportunity to resolve the interference problem. At such time as all provisions of this condition have been fulfilled, and either upon the expiration of twenty (20) days following commencement of operations or when all known interference problems have been resolved, whichever is later, this condition lapses.

\*\*\* END OF AUTHORIZATION \*\*\*



Federal Communications Commission  
Washington, D.C. 20554

Hispanic Keys Broadcasting, Inc.  
5513 N. W. 52<sup>nd</sup> Avenue  
Gainesville, FL 32563

NOV 15 2002

Re: BDSTA-20021030ACT  
WVIB-DT  
Key West, FL  
Facility ID No. 27387

Gentlemen:

This is in response to your request for special temporary authority (STA) to operate with reduced facilities for Station WVIB-DT. Specifically, you propose to operate with facilities less than those authorized to you in a construction permit or proposed in a pending construction permit application. You have indicated that you will afford the requisite coverage to the city of license with the requested STA facilities.

By virtue of being on the air pursuant to this authority and pursuant to the FCC's action in the Memorandum Opinion and Order on Reconsideration in MM Docket 00-39 (Adopted: November 8, 2001; Released: November 15, 2001), you are now considered to have met the FCC's May 2002 deadline for the completion of construction of your commercial DTV facilities. In addition, any DTV construction permit issued to you is automatically extended until further notice.

With respect to radio frequency radiation (RFR), we expect compliance with Section 1.1307(b) of the Commission's Rules to be achieved.

After a thorough review of the technical submissions, we are persuaded that no interference is likely to occur from the proposed STA operation. We therefore conclude that the public interest would be served by the grant of this request. If problems do arise, we expect them to be solved expeditiously, and the Bureau reserves the right to require termination of the STA operation without further notice.

Accordingly, the request for special temporary authority to broadcast DTV signals IS GRANTED subject to the following terms and conditions:

**SPECIFICATIONS AND CONDITIONS**

Station Location: Key West, FL  
Call Sign: WVIB-DT

Station Facility ID No. : 27387

Channel: 12

Antenna Coordinates: N. Latitude: 24-34-19  
W. Longitude: 81-44-25

Tower Registration Number: 1029788

Antenna Type: NONDIRECTIONAL, SCALA/TVO-2

Maximum Effective Radiated Power (average): 0.034 kW

Transmitter: Type Accepted. See Section 73.1660, 73.1665 and 73.1670 of the FCC Rules

Height of radiation center above ground: 25 meters

Height of radiation center above mean sea level: 25.16 meters

Height of radiation center above average terrain: 25 meters

#### SPECIAL CONDITIONS

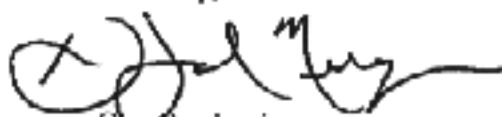
1. The grant of this authority is subject to the condition that, with ample time before commencing operation, you make a good faith effort to identify and notify health care facilities (e.g., hospitals, nursing homes, see 47 CFR 15.242(a)(1) ) within your service area potentially affected by your DTV operations. Contact with state and/or local hospital associations and local government health care licensing authorities may prove helpful in this process. During this pre-broadcast period, you must provide all notified entities with relevant technical details of your operation, such as DTV channel, targeted on-air date, effective radiated power, antenna location, and antenna height. You are required to place in the station's public inspection file documentation of the notifications and contacts made and you may not commence operations until good faith efforts have been made to notify affected health care facilities. During this pre-broadcast period and for up to twenty (20) days after commencing operations, should you become aware of any instances of medical devices malfunctioning or that such devices are likely to malfunction due to your DTV operations, you must cooperate with the health care facility so that it is afforded a reasonable opportunity to resolve the interference problem. At such time as all provisions of this condition have been fulfilled, and either upon the expiration of twenty (20) days following commencement of operations or when all known interference problems have been resolved, whichever is later, this condition lapses.

2. The facility authorized herein must comply with the FCC's increased DTV city coverage requirements by the date specified in Section 73.625(a).

3. This authority expires six months from the date of this letter. If appropriate, a timely renewal request must be filed before the end of this period.

4. Hours of operation of this facility will be in accordance with Section 73.624 (b) of the Commissions Rules.

Sincerely,

  
for Clay Pendavis  
Associate Chief  
Video Division  
Media Bureau

cc: Aaron P. Shainis

**Schedule 9.2**  
**Certificate of Insurance**

See attached Commercial General Liability Policy [10 pages].

Apr 30 09 08:12a

C. Michael Curry

352.378.0795

P.2



## COMMON POLICY DECLARATIONS

Policy Number 535B001167

Renewal of: NEW

## THE BURLINGTON INSURANCE COMPANY

Home Office: Burlington, North Carolina  
 Administrative Office: 238 INTERNATIONAL BLVD., BURLINGTON, NC 27215  
 Claims Office: 208 International Road, Burlington, NC 27215

## Item 1. Name(s) Insured and Mailing Address:

8160010 BURY BROADCASTING  
 MICHAEL CURRY  
 6433 9th Ave  
 GAINESVILLE

PA 32453

HALL UNDERWRITERS, INC.  
 1267 SHILOH ROAD  
 ST. CALBERT, AL  
 Code: 525, 33

PL 33326

## Item 2. Policy Period

Effective Date: 01/23/2003 Expiration Date: 01/23/2004  
 at 12:01 A.M., Standard Time at your mailing address shown above.

Item 3. In return for the payment of the premium, and subject to all the terms of the policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Particulars: Commercial General Liability  
 Policy: 535B001167, Effective Date: 01/23/2003, Expiration Date: 01/23/2004  
 Premium: \$750.00

Other Charges (if applicable):  
 Total Policy Premium or Deposit Premium \$750.00

Total Other Charges \$200.24  
 Total Amount Due \$950.24

Premium is: ☐ Flat ☒ Adjustable Policy Minimum Premium \$750.00

In the event you cancel this policy, we will retain 25%

Item 4. Forms and Endorsements applicable to this policy:  
 See "Listing of Forms and Endorsements" (PQ-1-0100)

Item 5. Form of Business: ☐ Individual ☒ Partnership ☐ Joint Venture  
☐ Limited Liability Company ☒ Other Organization, including a Corporation

Business Description:  
 BROADCASTING

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY EXEMPTIONS AND COVERAGE FORMS  
 AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Date: 3/21/03 By: Edward P. Ackerman  
 Authorized Representative

IPB-F0101 0301

Page 1 of 1

Re: 30 09 08:12a C. Michael Curry

352.379.0795

P. 3



POLICY NUMBER: 135800-457

EFFECTIVE DATE: 01/22/2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LISTING OF FORMS AND ENDORSEMENTS

This listing forms a part of the following:

Commercial General Liability Policy

NUMBER	TITLE
<b>INTERLINE</b>	
IPG-I-0002 (11-08)	COVER PAGE
IPG-I-0001 (03-01)	COVER DEC
IL0002 (04-08)	EXPLANATION OF TERMS
IL0001 (11-08)	GENERAL POLICY CONDITIONS
<b>INTERLINE-PL</b>	
IPG-I-0149 (04-01)	SCHEDULE OF LOCATIONS
IPG-I-0060 (10-01)	CHANGES-CANCEL & RENEWAL
IPG-I-0402 (11-08)	SERVICE OF SUIT
IL0001 (08-08)	SUCCESSORS
<b>GENERAL LIABILITY-PL</b>	
IPG-G-0002-01 (03-01)	02 DECLARATIONS
IG-G-001 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-007 (03-01)	EXCLUDED-EXEMPTED, EXEMPTED
IG-G-008 (04-01)	AMEND PAGE CONDITION
IG-G-009 (03-01)	COVER PAGE AMENDMENT
IG-G-010 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-011 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-012 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-013 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-014 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-015 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-016 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-017 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-018 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-019 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-020 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-021 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-022 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-023 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-024 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-025 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-026 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-027 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-028 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-029 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-030 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-031 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-032 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-033 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-034 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-035 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-036 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-037 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-038 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-039 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-040 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-041 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-042 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-043 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-044 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-045 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-046 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-047 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-048 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-049 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-050 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-051 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-052 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-053 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-054 (03-01)	EXCLUDED-EXEMPTED RANGES
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IG-G-056 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-057 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-058 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-059 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-060 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-061 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-062 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-063 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-064 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-065 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-066 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-067 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-068 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-069 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-070 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-071 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-072 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-073 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-074 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-075 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-076 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-077 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-078 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-079 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-080 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-081 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-082 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-083 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-084 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-085 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-086 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-087 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-088 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-089 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-090 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-091 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-092 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-093 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-094 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-095 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-096 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-097 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-098 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-099 (03-01)	EXCLUDED-EXEMPTED RANGES
IG-G-100 (03-01)	EXCLUDED-EXEMPTED RANGES

Issue Date: 03/17/2008

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C. Michael Curry

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## LISTING OF FORMS AND ENDORSEMENTS (cont.)

NUMBER

TITLE

### Additional Forms

Issue Date: 10/17/2003

IFG-0100 1\*00

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C. Michael Curry

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P. 5

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
IL00010499

### **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

- BOILER AND MACHINERY COVERAGE PART
- BUSINESSOWNERS POLICY
- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL CRIME COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

The following is added:

The premium shown in the Declaration was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and reflex then in effect.

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IL00010499

Champion Insurance Service Office, Inc. 1007

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C. Michael Curry

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P. 9

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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel the refund will be pro rata if the first Named Insured cancels; the refund may be less than pro rata. The cancellation will be effective even if we have not made or agreed a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:

- a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any acting, advisory, non service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 3. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to our operation, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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C. Michael Curran

352.878.0705

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A. Paragraph 2 of the Cancellation/Nonrenewal Policy Condition is replaced by the following:

2. Cancellation of Policies in Effect:

a. For 90 Days or Less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason, except we may cancel insureds if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with the underwriting requirements established by the insurer.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

B. The following is added and supercedes any other provision to the contrary:

### NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 30 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

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C. Michael Curry

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SERVICE OF SUIT AMENDMENT**

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates its Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named person as the person to whom the said officer is authorized to mail process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon the President, or his nominee, of the Company at 238 International Road, Burlington, North Carolina 27215 and that in any "suit" instituted against any of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

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Page 1 of 1

Per JD 03 08:14a C. Michael Curry

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P.10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
IL 00210403

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

## 1. The insurance does not apply:

### A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

### B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

### C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from

"hazardous properties" of "nuclear material",

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.

## 2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used

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C. Michael Curran

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P. 23



FLORIDA

Policy Number: 515609167

# **COMMERCIAL GENERAL LIABILITY DECLARATIONS**

Named Insured: MCDONALD'S KEY WEST, FLORIDA

Effective Date: 01/23/2003

## **Item 1. LIMITS OF INSURANCE**

\$ 2,000,000	General Aggregate Limit (Other Than Products-Completed Operations)
\$ 500,000 (Per 30-3-17)	Products-Completed Operations Aggregate Limit
\$ 1,000,000	Personal and Advertising Injury Limit
\$ 2,000,000	Each Occurrence Limit
\$ 100,000	Damage To Premises Rented To You Limit (Any One Premise)
\$ 5,000	Medical Expense Limit (Any One Person)

## **Item 2. RETROACTIVE DATE (03 03 02 01M)**

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: NONE (See Schedule A for Retroactive Date applied)

## **Item 3. LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**

1. 5120 McDONALD AVE KEY WEST FL 33040	Rating Terr. Loc 1: 6
2. 1055 NW 53 MIAMI FL 33126	Loc 2: 6

## **Item 4. FORMS AND ENDORSEMENTS: (make a part of this policy at time of issue)**

See Listing of Forms and Endorsements (IFG-0150)

## **Item 5. CLASSIFICATIONS AND RATES**

Classification	Code No.	Premium Rate	Rate		Advance Premium	
			All Other	Prod.-C. Ops.	AT Other	Prod.-C. Ops.
Radio or TV Broadcasting Station - except that for-voiceless including products and completed operations with products-completed operations and subject to the general aggregate limit.	55537	750.00 (10,000)	2.14%	20%	750	20%

☒ Premium is adjustable.☐ Premium is not adjustable.

## **Item 6. PREMIUMS**

\$ 750.00	Total Coverage Part Premium
\$ 750.00	Coverage Part Minimum Premium (if applicable)

## **Item 7. AUDIT PERIOD (if Applicable)**

☒ Annually☐ Semi-Annually☐ Quarterly☐ Monthly

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

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