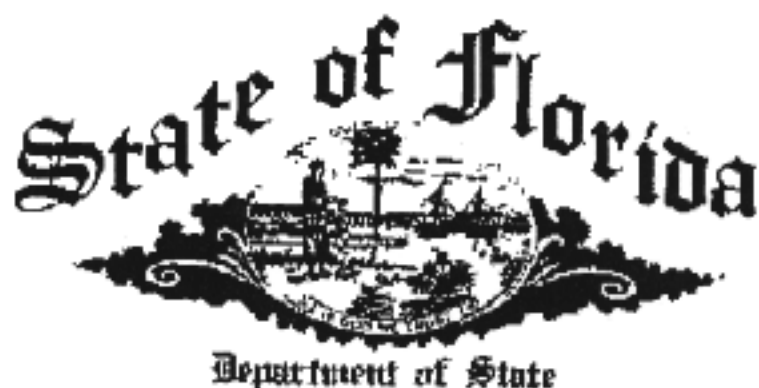


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NO. 5828 P. 2



I certify the attached is a true and correct copy of the Articles of Incorporation of HISPANIC KEYS BROADCASTING CORPORATION, a corporation organized under the laws of the State of Florida, filed on July 10, 1985, effective July 3, 1985, as shown by the records of this office.

The document number of this corporation is H35580.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Eighth day of September, 1999



CR2022 (1-99)

*Katherine Harris*  
Katherine Harris  
Secretary of State

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NO. 5828 P. 3

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TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
HISPANIC KEYS BROADCASTING CORPORATION

The undersigned, acting as incorporator of a Florida corporation,  
under the Florida General Corporation Act, Chapter 607 Florida Statutes,  
adopts the following Articles of Incorporation for such corporation:

ARTICLE I. NAME

The name of the corporation is Hispanic Keys Broadcasting Corporation.

ARTICLE II. DURATION

The corporation shall have perpetual existence.

ARTICLE III. EXISTENCE

The corporation's existence shall commence upon the adoption of  
these Articles of Incorporation.

ARTICLE IV. PURPOSE

The corporation is organized for the purpose of transacting any  
and all lawful business for which corporations may be incorporated in the  
State of Florida, including, but not limited to, owning and operating  
radio and television broadcast facilities.

ARTICLE V. CAPITAL STOCK

The corporation is authorized to issue five hundred (500) shares of  
One Dollar (\$1.00) per value shares and such shares having equal rights,  
privileges and voting power, plus five hundred (500) One Dollar (\$1.00)  
per value shares of preferred non-voting stock.

ARTICLE VI. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation  
is 448 Northeast Eighth Avenue, Gainesville, Florida 32601 and the  
name of the initial registered agent of the corporation at that address is  
Eric T. Edmiston.

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ARTICLE VII. INITIAL BOARD OF DIRECTORS

The corporation shall have one director initially. The number of directors may be either increased or decreased from one to two by the By-Laws of the Corporation, but shall never be less than one. The name and address of the initial director of the corporation is:

C. MICHAEL CURRY  
5031 Northwest 62nd Court  
Gainesville, FL 32606

ARTICLE VIII. LIMITATIONS ON APPROVAL OF DIRECTORS

The shareholders of the corporation shall not be entitled to remove any director from office during his term without cause.

ARTICLE IX. INCORPORATOR

The name and address of the person signing these Articles is:

C. MICHAEL CURRY  
5031 Northwest 62nd Court  
Gainesville, FL 32606

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 2 day of July, 1995.

  
Incorporator

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P. 5

STATE OF FLORIDA    )  
COUNTY OF ALACHUA    )  
CITY OF GAINESVILLE    )

BEFORE ME, the undersigned authority, authorized to take acknowledgements in the state and city aforesaid, personally appeared C. Michael Curry, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed these Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and city aforesaid, this 3rd day of July, 1989.

*Kenneth S. Mayfield*  
NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida  
My Commission Expires April 16, 1990  
Notary Public for the State of Florida

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**CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF  
BUSINESS OR DOMICILE FOR SERVICE OF PROCESS WITHIN  
THE SAME, NAMING AGENT UPON WHOM SERVICE MAY BE SERVED**

Pursuant to Chapter 44.151, Florida Statutes, the following  
is submitted in compliance with said Act:

First, that:

**HISPANIC KEYS BROADCASTING CORPORATION**  
desiring to organize under the laws of the State of Florida, with its  
principal office, as indicated in the Articles of Incorporation, at  
City of Gainesville, County of Alachua, State of Florida, has named:

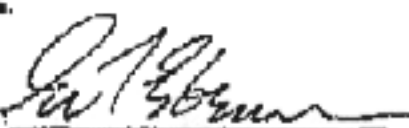
Eric T. Esbensen  
900 Northwest Eighth Avenue  
Gainesville, FL 32601

County of Alachua, State of Florida, as its agent to accept service of  
process within the state.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above-  
stated Corporation, at the place designated in this certificate, I hereby  
accept to act in this capacity, and agree to comply with the provision  
of said Act to keeping upon said office.

BY:

  
ERIC T. ESBENSEN  
Resident Agent

DATED this 3rd day of July, 1999.

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## BY-LAWS OF

HISPANIC KEYS BROADCASTING CORP.ARTICLE I - OFFICES

The principal office of the Corporation shall be established and maintained at

in the City of KEY WEST,

County of Monroe

State of Florida. The Corporation may also have offices at such places within or without the State of Florida as the board may from time to time establish.

ARTICLE II - SHAREHOLDERS1. MEETINGS

The annual meeting of the Shareholders of this Corporation shall be held on the 1st day of August of each year or at such other time and place designated by the Board of Directors of the Corporation. Business transacted at the annual meeting shall include the election of Director of the Corporation and all other matters properly before the Board. If the designated day shall fall on a Sunday or legal holiday, then the meeting shall be held on the first business day thereafter.

2. SPECIAL MEETINGS

Special meetings of the Shareholders shall be held when directed by the President or the Board of Directors, or when requested in writing by the holders of not less than 10% of all the shares entitled to vote at the meeting. A meeting requested by Shareholders shall be called for a date not less than 10 nor more than 60 days after the request is made unless the Shareholders requesting the meeting designate a later date. The call for the meeting shall be issued by the Secretary, unless the President, Board of Directors, or Shareholders requesting the meeting shall designate another person to do so.

3. PLACE

Meetings of Shareholders shall be held at the principal place of business of the Corporation or at such other place as may be designated by the Board of Directors.

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#### 4. NOTICE

Written notice to each shareholder entitled to vote stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the meeting. If any Stockholder shall transfer his stock after notice, it shall not be necessary to notify the transferee. Any stockholder may waive notice of any meeting either before, during or after the meeting.

#### 5. QUORUM

The majority of the Shares entitled to vote, represented in person or by Proxy, shall constitute a Quorum at a meeting of Shareholders, but in no event shall a Quorum consist of less than 1/3 of the shares entitled to vote at the meeting.

After a Quorum has been established at a Shareholders meeting, the subsequent withdrawal of Shareholders, so as to reduce the number of shares entitled to vote at the meeting below the number required for a Quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

#### 6. PROXY

Every Shareholder entitled to vote at a meeting of Shareholders, or to express consent or dissent without a meeting, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by Proxy. The Proxy must be signed by the Shareholder or his attorney-in-fact. No Proxy shall be valid after the expiration of eleven months from the date thereof, unless otherwise provided in the Proxy.

### ARTICLE III - DIRECTORS

#### 1. BOARD OF DIRECTORS

The business of the Corporation shall be managed and its corporate power exercised by a Board of TWO Directors, each of whom shall be of full age. It shall not be necessary for Directors to be Stockholders.

#### 2. ELECTION AND TERM OF DIRECTORS

Directors shall be elected at the annual meeting of Stockholders and

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each Director elected shall hold office until his successor has been elected and qualified, or until his prior resignation or removal.

### 3. VACANCIES

If the office of any Director, member of a committee or other officer becomes vacant, the remaining Directors in office, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold office for the unexpired term and until his successor shall be duly chosen.

### 4. REMOVAL OF DIRECTORS

Any or all of the Directors may be removed with or without cause by vote of a majority of all of the stock outstanding and entitled to vote at a special meeting of Stockholders called for that purpose.

### 5. NEWLY CREATED DIRECTORSHIPS

The number of Directors may be increased by amendment of these By-Laws, by the affirmative vote of a majority in interest of the Stockholders, at the annual meeting or at a special meeting called for that purpose, and by like vote the additional Directors may be chosen at such meeting to hold office until the next annual election and until their successors are elected and qualify.

### 6. RESIGNATION

A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of such officer, and the acceptance of the resignation shall not be necessary to make it effective.

### 7. QUORUM OF DIRECTORS

A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

### 8. PLACE AND TIME OF BOARD MEETINGS

The board may hold its meeting at the office of the Corporation or at



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such other places, either within or without the State of Florida as it may from time to time determine.

#### 9. NOTICE OF MEETINGS OF THE BOARD

a. regular annual meeting of the Board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board shall be held upon notice to the Directors and may be called by the President upon three days notice to each Director either personally or by mail or by wire; special meetings shall be called by the President or by the Secretary in a like manner on written request of two Directors. Notice of a meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

#### 10. REGULAR ANNUAL MEETING

A regular annual meeting of the Board shall be held immediately follow the annual meeting of Stockholders at the place of such annual meeting of Stockholders.

#### 11. EXECUTIVE AND OTHER COMMITTEES

The Board, by resolution, may designate two or more of their members to any committee. To the extent provided in said resolution or these By-Laws, said committee may exercise the powers of the Board concerning the management of the business of the Corporation.

#### 12. COMPENSATION

No compensation shall be paid to Directors, as such, for their service but by resolution of the Board, a fixed sum and expenses for actual attendance, at each regular or special meeting of the Board may be authorized. Nothing her contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

### ARTICLE IV - OFFICERS

#### 1. OFFICERS, ELECTION AND TERM

a) The Board may elect or appoint a Chairman, a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as it may determine, who shall have such duties and powers as hereinafter provided.

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b) All officers shall be elected or appointed to hold office until the meeting of the Board following the next annual meeting of Stockholders and until their successors have been elected or appointed and qualified.

c) Any two or more offices may be held by the same person.

#### 2. REMOVAL, RESIGNATION, SALARY, ETC.

a) Any officer elected or appointed by the Board may be removed by the Board with or without cause.

b) In the event of the death, resignation or removal of an officer, the Board in its discretion may elect or appoint a successor to fill the unexpired term.

c) Any officer elected by the Shareholders may be removed only by vote of the Shareholders unless otherwise provided by the Shareholders.

d) The salaries of all officers shall be fixed by the Board.

e) The Directors may require any officer to give security for the faithful performance of his duties.

#### 3. DUTIES

The officers of this Corporation shall have the following duties:

The President shall be the chief executive officer of the Corporation, shall have general and active management of the business and affairs of the Corporation subject to the directions of the Board of Directors, and shall preside at all meetings of the Shareholders and Board of Directors.

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records; shall record the minutes of all meetings of the Shareholders and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors or the President.

The Treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of Shareholders and whenever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

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#### 4. REMOVAL OF OFFICERS

An officer or agent elected or appointed by the Board of Directors may be removed by the Board whenever in its judgment, the best interests of the Corporation will be served thereby.

Any vacancy in any office may be filled by the Board of Directors.

#### ARTICLE V - STOCK CERTIFICATES

##### 1. ISSUANCE

Every holder of shares in this Corporation shall be entitled to have a certificate representing all shares of which he is entitled. No certificate shall be issued for any share until such share is full paid.

##### 2. FORM

Certificates representing shares in this Corporation shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and may be sealed with the seal of this Corporation or a facsimile thereof.

##### 3. TRANSFER OF STOCK

The Corporation shall register a stock certificate presented to it for transfer if the certificate is properly endorsed by the holder of record or by his duly authorized attorney.

##### 4. LOST, STOLEN OR DESTROYED CERTIFICATES

If the shareholder shall claim to have lost or destroyed a certificate of shares issued by the Corporation, a new certificate shall be issued upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and at the discretion of the Board of Directors, upon the deposit of a bond or other indemnity in such amount and with such sureties, if any, as the Board may reasonably require.

#### ARTICLE VI - BOOKS AND RECORDS

##### 1. BOOKS AND RECORDS

This Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders, Board of Director and committees of Directors.

This Corporation shall keep at its registered office or principal place

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NO. 5828 P. 13

of business a record of its Shareholders, giving the names and addresses of all Shareholders and the number of the shares held by each.

Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

## 2. SHAREHOLDERS' INSPECTION RIGHTS

Any person who shall have been a holder of record or shares or of voting trust certificates thereof at least six months immediately preceding his demand or shall be the holder of record of, or the holder of record of voting trust certificates for, at least five percent of the outstanding shares of the Corporation, upon written demand stating the purpose thereof, shall have the right to examine, in person or by agent or attorney, at any reasonable time, for any proper purpose, its relevant books and records of accounts, minutes and records of Shareholders and to make extracts therefrom.

## 3. FINANCIAL INFORMATION

Not later than four months after the close of each fiscal year, this Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, and a profit and loss statement showing the results of the operations of the Corporation during its fiscal year.

Upon the written request of any Shareholder or holder of voting trust certificates for shares of the Corporation, the Corporation shall mail to each Shareholder or holder of voting trust certificates a copy of the most recent balance sheet and profit and loss statement.

The balance sheets and profit and loss statements shall be filed in the registered office of the Corporation of this state, shall be kept for at least five years, and shall be subject to inspection during business hours by any Shareholder or holder of voting trust certificates, in person or by agent.

## ARTICLE VII - DIVIDEND

The Board may out of funds legally available therefor, at any regular or special meeting, declare dividends upon the capital stock of the Corporation as and when it deems expedient. Before declaring any dividend there may be set

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apart out of any funds of the Corporation available for dividends, such sum or sums as the Board from time to time in their discretion deem proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board shall deem conducive to the interests of the Corporation.

#### ARTICLE VIII - CORPORATE SEAL

The seal of the Corporation shall be circular in form and bear the name of the Corporation, the year of its organization and the words "CORPORATE SEAL, FLORIDA." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be facsimile, engraved or printed.

#### ARTICLE IX - EXECUTION

All corporate instruments and documents shall be signed or countersigned executed, verified or acknowledged by such officer or officers or other person or persons as the Board may from time to time designate.

#### ARTICLE X - FISCAL YEAR

The fiscal year shall begin the first day of January in each year.

#### ARTICLE XI - NOTICE AND WAIVER OF NOTICE

Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the post office box in a sealed post-paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by Statute.

Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the Corporation, or these By-Laws, a waiver thereof in writing, signed by the person,

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or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

#### ARTICLE XII - CONSTRUCTION

Whenever a conflict arises between the language of these By-laws and the Certificate of Incorporation, the Certificate of Incorporation shall govern.

#### ARTICLE XIII - BUSINESS

##### 1. CONDUCT OF BUSINESS WITHOUT MEETINGS

Any action of the Stockholders, Directors and committees may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all persons who would be entitled to vote on such action at a meeting and filed with the Secretary of the Corporation as part of the proceedings of the Stockholders, Directors or committees as the case may be.

##### 2. MANAGEMENT BY STOCKHOLDER

In the event the Stockholders are named in the Articles of Incorporation and are empowered therein to manage the affairs of the Corporation in lieu of Directors, the Stockholders of the Corporation shall be deemed Directors for the purposes of these By-laws and wherever the words "directors", "board of directors" or "board" appear in these By-laws those words shall be taken to mean Stockholders.

The Shareholders may, by majority vote, organize a board of directors to manage the business of the Corporation and exercise its corporate powers.

#### ARTICLE XIV - AMENDMENTS

These By-laws may be altered or repealed and By-laws may be made at any annual meeting of the Stockholders or at any special meeting thereof if notice of the proposed alteration or repeal to be made be contained in the notice of such special meeting, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the board at any regular meeting of the board or at any special meeting of the board if notice of the proposed alteration or repeal to be made, be contained in the notice of such special meeting.

### AMENDMENT TO BY-LAWS

Article 3, paragraph 1 of the By-laws of Hispanic Keys Broadcasting Corporation is hereby amended by action of the Board of Directors on June 7, 1985 to reflect the following:

1. Board of Directors. The business of the Corporation shall be managed and its corporate powers exercised by a Board of three Directors, each of whom shall be of full age. It shall not be necessary for Directors to be Stockholders.

**Schedule 3.9(a)**

**Permitted Liens**

See Schedule 1.2(b).



Schedule 3.9(b)

Personal Property Leases

Lease Agreement between Seller and Balboa Capital Corporation dated June 8, 1998.

**Schedules 3.11**

**Real Property Matters**

1. Antenna Space Lease with Spottswood Partners II, Ltd. dated April 1, 2000 (Transmitter Studio – Key West) [3 pages attached], regarding space at the real property commonly known as 2 South Biscayne Boulevard, Miami-Dade, Florida 33131.
2. Commercial Lease with Romar Holdings, LLC dated January 2001, as modified on December 10, 2001 (Studio/Office – Miami) [12 pages attached], regarding space at the real property commonly known as 16502 Northwest 52<sup>nd</sup> Avenue, Miami, Florida 33014.
3. Antenna Site Lease with Pinnacle Towers, Inc. dated January 18, 2002 (Antenna Site – Miami) [16 pages attached], regarding space at the real property commonly known as 5420 McDonald Avenue, Key West, Florida 33040.

**ANTENNA SPACE LEASE**

THIS LEASE AGREEMENT made and entered this 1<sup>st</sup> day of April, 2000, between HISPANIC KEYS BROADCASTING CORPORATION, hereinafter called Lessee, and SPOTTSWOOD PARTNERS II, LTD., a Florida limited partnership, hereinafter called Lessor.

WHEREAS, SPOTTSWOOD PARTNERS II, LTD., is the Successor Lessor to the SPOTTSWOOD FAMILY TRUST; and

WHEREAS, Lessor operates a Tower Site on Stock Island in Monroe County, Florida; and

WHEREAS, Lessee desires to rent space on Lessor's Tower for the purpose of installing an antenna.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Lessor does hereby lease to Lessee that Property described as, SPACE TO BE DESIGNATED BY LESSOR FOR ONE RADIO TRANSMITTER CABINET IN LESSOR'S TRANSMITTER BUILDING NEAR THE TOWER TOGETHER WITH SPACE FOR ONE ANTENNA TO BE LOCATED AT LESSOR'S TOWER (the "Leased Premises"). Without limiting the foregoing, it is specifically agreed and understood that this Lease is solely for the foregoing and does not include the placing of any other types of equipment on the tower or the real property. Further, Lessee shall have reasonable access to service the transmitter and antenna. It is specifically understood by the Lessee that this Lease is for antenna space and transmitter space only. No privileges for parking are included and Lessee's use of the parking facilities shall be limited to only the time necessary to access and service the transmitter and antenna.
2. The initial term of this Lease shall be for ONE (1) year commencing with the date hereof. After the initial term, this Lease shall AUTOMATICALLY renew under the same terms and conditions for successive ONE (1) year periods until canceled in accordance with Paragraph 7.
3. Lessee agrees to pay Lessor the sum of ONE THOUSAND FIVE HUNDRED 00/00 DOLLARS (\$1,500.00) per MONTH (plus sales tax) in advance on the first day of each month during the term of this Lease. The rental rate for the renewal periods shall be negotiated prior to the beginning of each renewal period. Should the parties be unable to agree upon the rental rate, then either party may cancel this Lease upon notice to the other.
4. Either party may terminate this Lease should the other party fail to cure a breach within thirty (30) days after receipt of notice thereof; provided, however, that Lessor shall not be required to give any such notice with respect to Lessee's failure to make timely payment of the monthly rental set forth in Paragraph 3 or the other costs set forth in Paragraph 8. Upon termination due to Lessee's default, Lessee shall promptly remove its equipment so that Lessor may relet the Leased Premises to others; should Lessee fail to do so within one week following notice of Lessor's termination, then Lessor shall have the right to remove any of Lessee's equipment at Lessee's sole risk, to sell or otherwise dispose of such equipment as Lessor, in its sole judgment, sees fit and to apply the proceeds of any such sale to the amounts owed by Lessee to Lessor. In the event of a natural disaster or other circumstance beyond Lessor's reasonable control (including condemnation or similar proceedings by governmental agencies) which prevent Lessee from full use of the Leased Premises, Lessor shall use its best efforts to

restore the property to its previous condition and Lessee's obligation to pay rent shall abate until such use is substantially restored. In the event use of the Leased Premises is not substantially restored within 30 days of the loss thereof, Lessee may terminate this Lease and Lessor shall have no further liability to Lessee.

5. All personal property placed or moved into the Leased Premises by Lessee shall be at risk of Lessee, and Lessor shall not be liable for any damage to said personal property or to the Lessee arising from any act of negligence or any contents of occupants of the premises, other than through the negligence of the Lessor. Prior to the commencement of installation of any of Lessee's equipment on any part of the Leased Premises, the Lessee shall present its plans to the Lessor and obtain Lessor's approval thereof, such approval not to be unreasonably withheld. All such installation shall be scheduled by Lessee so as to cause minimal disruption to the operations of Lessor and other tower users. Lessor shall reserve the right to require reasonable specifications and scheduling requirements regarding installation of Lessee's equipment. Lessee shall indemnify Lessor and all other users of the tower and transmitter building against any damage to their equipment caused by Lessee and its agents and employees.

6. During the entire term of this Lease (as extended) Lessee shall be obligated to maintain its equipment in proper working order and to protect Lessor and all other users from interference caused by its installations or operations. Without limiting the generality of the foregoing, all maintenance and repair shall be performed by Lessee at times approved by Lessor and in a manner intended to minimize disruption to the activities of Lessor and other tower users. In the event that such interference cannot be cured immediately following notice to Lessee, the Lessee shall reduce power or terminate operations, as necessary, to eliminate the interference.

7. Either party may terminate this Lease at any time upon ninety (90) days written notice.

8. Lessee shall pay all electrical and other utility charges attributable to its equipment on the property and its share of all other costs incurred in the ownership, maintenance, repair, replacement and operation of the Leased Premises, including insurance and real estate taxes. At Lessor's request, Lessee shall arrange for the separate metering of utilities it consumes and shall pay such charges directly to the suppliers of such utilities. Alternatively, Lessor may allocate electrical and other utility charges among Lessor, Lessee and other users of the tower and building in a manner intended to approximate their consumption thereof, in which case Lessee's share of such costs will be added to and payable at the same time as the remainder of the rent specified in Paragraph 3 hereof.

9. The Lessee warrants that it is insured and shall remain so insured during the term of this Lease; and that it shall name the Lessor as an additional insured on its policies of insurance. Appropriate certificates of insurance shall be forwarded to the Lessor on an annual basis. The minimum coverage shall be no less than \$1,000,000.00 property damage and \$2,000,000.00 personal injury.

10. Lessee may not assign its right under this Lease to any other party without the prior written approval of Lessor, such approval not to be unreasonably withheld.

11. This Lease is subordinate to all existing and future liens, mortgages and encumbrances on the Leased Premises, and Lessee agrees to execute subordination agreements at Lessor's request.

12. Lessor, Lessee and all other lessees of Lessor's tower shall extend their full cooperation to comply with all rules, regulations and policies of the Federal Communications Commission and other governmental authorities. In particular, Lessee agrees to reduce power or terminate operations as necessary in order to ensure that members of the public and/or employees or agents of Lessor, Lessee and other tower users will not be exposed to radiofrequency radiation in excess of governmental guidelines.

13. Lessee shall indemnify and hold Lessor harmless from any and all loss, liability, damage and expense incurred by Lessor as a result of Lessee's use of the Leased Premises.

14. Any liability of Lessor under this agreement shall be limited to the value of the leased premises.

15. This Lease constitutes the entire agreement of the parties hereto and shall supercede all prior offers, negotiations and agreements. No revisions of this Lease shall be valid unless executed in writing by both parties.

16. Lessee acknowledges that the property on which the Leased Premises are located are being redeveloped. Lessee agrees, at its cost and expense, to relocate its equipment to another location on the property temporarily or permanently as may be requested by Lessor to accommodate Lessor's redevelopment plan for the property. Lessee also acknowledges that over the course of the redevelopment of the property its utility services and access may be interrupted from time to time.

17. All existing leases and agreements with Lessee regarding the property on Stock Island of which the Leased Premises form a part are hereby terminated and of no further force and effect except for Lessee's obligation to pay Lessor back rent and charges, which are not released by virtue of this agreement.

18. Lessee agrees to remove all personal property, if any, from the space previously occupied by Lessee. Lessee further agrees to relocate its existing fiber optic feed to the conduit which has already been installed on the site.

IN WITNESS WHEREOF, the parties hereto have executed this Lease for the purpose expressed herein, on the day and year written above.

SPOTSWOOD PARTNERS II, LTD.

By: 

Witness

Witness

Jc.Real Estate Antenna Space Lease, 6<sup>th</sup> revision

HISPANIC KEYS BROADCASTING CORPORATION

By: 

Witness

Witness

Dec 10 01 08:23p C. Michael Curry

352-379-0795

p.2

## COMMERCIAL LEASE

THIS COMMERCIAL AGREEMENT OF LEASE is made this \_\_\_ day of January, 2001 by and between EUGENE and CHARLOTTE MILGRAM, "Landlord", and HISPANIC KEYS BROADCASTING CORPORATION, also d/b/a ~~WTTU-TV~~ Channel 8, a Florida corporation, of 16502 N.W. 52nd Avenue, Miami Lakes, Florida 33014 herein called "Tenant" (whose obligations hereunder, if more than one Party, are joint and several).

\*WTTU-TV

### WITNESSETH:

**SECTION 1. PREMISES.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the commercial premises described below, hereinafter referred to as the "Premises" or "Demised Premises". The Demised Premises consist of that certain area contained within the building located at 16500 N.W. 52nd Avenue, Miami Lakes, Florida 33014 known as the "Office Space" vacated by ABC Cellular located on the ground floor of said building.

The Demised Premises have been inspected by the Tenant and accepted in its present condition, "as is".

**SECTION 2. TERM.** To have and to hold the Demised Premises, for a term of ~~THIRTY (30) MONTHS~~ ~~beginning January 1st, 2001 and ending at midnight on July 31st, 2003 unless sooner terminated as~~ herein provided.

**SECTION 3. RENTAL.** The Tenant shall pay at the time and place herein provided, as follows:

**A. MINIMUM RENTAL.** Minimum rental herein called "Minimum rental" at the rate of \$1250.00 per month, plus sales tax and utilities

payable in advance to be received by Landlord on the first day of each month during the term of this Lease.

**B. PERCENTAGE RENTAL.** [deleted]

**C. TAX AND INSURANCE.** [deleted]

**D. PLACE FOR PAYMENTS AND STATEMENTS.** All payments to be made by the Tenant to the Landlord hereunder shall be made at the office of the Landlord at: 3801 NE 207th Street, #2901, Aventura, Florida 33180 or at such other place as Landlord may from time to time designate in writing.

**E. PENALTY FOR LATE PAYMENT.** [deleted]

**F. SALES TAX.** In the event any sales or other direct taxes shall be levied against the rental payments and/or other payments due or to become due under the terms of this Lease, the Tenant herein shall pay such sales or other taxes. (The rent is currently subject to Florida state sales tax at the rate of six and one-half percent (6-1/2%) of the rental amount).

Dec 10 01 08:23p

C. Michael Curry

352.379.0795

p. 3

**SECTION 4.**

**A. SERVICE OF NOTICES.** All notices or statements to be served or furnished by Tenant upon Landlord shall be served or furnished as set forth in Section 3(D) above.

The parties expressly agree that all notices required by this Commercial Lease Agreement or by law to be delivered to the Tenant including the "Three Days' Notice" required by Section 83.20(2) Florida Statutes, may be delivered addressed to Tenant at the Demised Premises, and if Tenant be absent from those premises or if Tenant is not a natural person, may be served by leaving a copy thereof at the Demised Premises. It is hereby agreed between the parties that all notices served upon one of two or more joint Tenants in the manner described above shall constitute notice upon all Tenants.

**B. WAIVER OF DEMAND.** It is further expressly agreed that if Tenant fails to make any rental or other payments when due, the Landlord may immediately re-enter and take possession of the Demised Premises without the necessity of demand for the payment of rent.

**C. UNLAWFUL DETAINER.** It is expressly agreed between the parties, that in the event Tenant should breach any covenant to be kept or performed by Tenant under this Lease, other than the payment of rent, Landlord shall have the immediate right to institute proceedings for Unlawful Detainer on account of such default.

**SECTION 5. SECURITY DEPOSIT.** Landlord acknowledges that Tenant has previously deposited with the Landlord the sum of \$1,200.00 as security for the full and faithful performance by Tenant of its obligations under this Lease. The said sum shall be held by Landlord without interest and not in trust, and may be commingled with the funds of Landlord. The deposit shall be returned to Tenant within thirty (30) days after the expiration of this Lease, provided Tenant has performed all of its obligations hereunder.

Landlord shall have the right, but not the obligation, to apply any part of the deposit to cure any default of Tenant. Tenant shall reimburse to Landlord any amount so applied in order to restore the full amount of the deposit within ten (10) days after demand therefore.

**SECTION 6. USE.** Tenant shall in good faith continuously throughout the term of this Lease conduct and carry on in the Demised Premises the business of administration of television ~~channel~~ and the premises shall not be used for any other purpose. Failure by Tenant to continue the operation of its business in the Demised Premises on a normal basis shall constitute a default hereunder by Tenant and shall be grounds for re-entry and/or termination of this Lease by Landlord.

Tenant shall not solicit business nor distribute advertising matter in the parking or other common areas, operate or permit to be operated free or for pay, concessions in the common areas, operate or permit to be operated vending machines in the common areas. Tenant shall not permit any business to be operated in or from the leased Premises by any concessionaire or licensee without prior written consent of Landlord nor in violation of any governmental agency's rule, regulation, law or ordinance.

**SECTION 7. ALTERATIONS AND COVENANT AGAINST LIENS.** Tenant shall submit to Landlord any request for alterations, changes or improvements to the Demised Premises, in writing, with plans and specifications therefore. Landlord, at its sole option, shall have the right to approve or disapprove such alterations, changes or improvements. If permitted by the Landlord, all such work shall be done at the sole cost of the Tenant, and no liens of any kind shall be permitted ever to attach to Landlord's property. Tenant shall have no power or authority to create any lien or permit any lien to be attached against the property of Landlord; all parties contracting with Tenant are hereby charged with notice that they must look solely to the Tenant to secure payment for work done or materials furnished. Landlord shall have the right but not the obligation to record a Memorandum of Lease, which prohibits the attachment of any kind of lien to Landlord's



Dec 10 01 08:23p C. Michael Curry

352.378.0795

P. 4

property on account of activities by Tenant. If a lien is nevertheless filed against the Landlord's property based on alterations, improvements or other activities by Tenant, Tenant shall remove such a lien at Tenant's sole expense within five (5) business days after demand for such removal from Landlord.

Landlord shall have the right to direct Tenant at the expiration of the term of this Lease, to remove any alterations, changes or improvements which Tenant may make, or any part thereof, at the sole cost of Tenant; or the Landlord may perform such removal at the cost of Tenant.

Landlord may require such assurances of adequate financing for such contemplated alterations or improvements by Tenant as Landlord may, in its sole discretion, deem to be in the best interests of the Landlord, prior to any alterations, changes or improvements by the Tenant being commenced.

Any additions, alterations, improvements, repairs or replacements, and any fixtures attached to the premises, and all air conditioning equipment shall become and be a part of the Demised Premises and shall belong to the Landlord as Landlord's property.

**SECTION 8. MAINTENANCE.** Tenant shall, at all times, and in all respects keep the Demised Premises in good order and repair, clean, safe and sanitary and commit no waste, damage or injury to said premises. At the expiration of this Lease, Tenant shall surrender the Demised Premises and all improvements thereon in good order and repair. It is the agreement hereunder that the Tenant will maintain the entire Demised Premises, including, but not limited to, the maintenance, repair and/or replacement of all electrical, plumbing, heating and air conditioning equipment, all doors, windows and frames, the storefront, the walkways or sidewalks in front of the premises, and any other area connected with Tenant's business activity, and all glass, and all furniture and furnishings owned by Landlord and used by Tenant in the Demised Premises in first class condition; however, Tenant shall be the beneficiary of any warranties which have been extended to Landlord for improvements provided by Landlord. Landlord's maintenance responsibility shall be limited to the exterior structural walls, the roof and the foundation, and the electrical and plumbing systems which are beyond the Demised Premises but which serve said premises, unless these are injured by the acts or omissions of Tenant or of Tenant's employees, agents, guests, customers, or invitees, in which case Tenant shall hold Landlord harmless for such damages.

**SECTION 9. UTILITIES.** Tenant shall be liable for its share of all utilities used at the Premises and shall hold Landlord harmless therefore.

**SECTION 10. RIGHT OF ENTRY.** Landlord shall have the right to enter the Demised Premises at all reasonable hours for the purpose of inspecting the same, or exhibiting the same to others, or for the purpose of making repairs or alterations to the Demised Premises, or for any other purpose or purposes contemplated under this Lease. In exercising such right, Landlord shall not unduly interfere with Tenant's business. Landlord, its employees, agents or contractors shall incur no liability upon such rightful entry upon the Demised Premises.

**SECTION 11. ASSIGNMENT.** The Tenant shall not assign this Lease or any estate or interest herein, whether by sublease, underlease, license, commission or otherwise which would permit the occupancy or possession of the Demised Premises or any part thereof by anyone other than Tenant. If Tenant is a corporation, then any transfer of control or a majority interest in the Tenant corporation shall be deemed an assignment of this Lease. Upon any assignment, Landlord may terminate this Lease without notice. No assignment by operation of law or by the bankruptcy of the Tenant shall be permitted which shall change the use of the premises, or which shall violate the use provision of any other Tenant of the shopping center, or

\* without prior consent of the Landlord which consent shall not unreasonably be withheld.





Dec 10 01 08:24p

C. Michael Curry

352.379.0795

p. 5

which shall adversely affect the character of the shopping center. If Tenant has defaulted in any provision of this Lease prior to the time of filing a bankruptcy petition, whether voluntary or involuntary, then Landlord may reject the assumption of this Lease by the trustee, unless trustee provides assurance to Landlord of the adequacy of the source of rents and other amounts due from Tenant under the Lease.

**SECTION 12. TENANT'S ADDITIONAL COVENANTS.** Tenant shall comply with all reasonable rules and regulations which may be imposed by Landlord concerning the care and use of the Demised Premises and the common areas including those attached to this Lease, if any. Tenant shall comply with all laws, rules, regulations and ordinances of all governmental authorities having jurisdiction over the Landlord's property or the Demised Premises. Tenant shall not perform or allow to be performed any acts or practices, or sell any goods or merchandise or render any services in violation of any law or which may injure the shopping center or be a nuisance or menace to the public or other tenants, or commit waste or permit waste to be committed on the premises, or engage in or permit any illegal activities to take place on the premises.

Tenant and its employees shall park only within such areas as may be designated by the Landlord for employee parking, all as more fully illustrated on the site plan attached hereto as Exhibit "B" and incorporated herein by reference.

Tenant shall keep the Demised Premises, including the areas adjacent to the Demised Premises, clean and free from rubbish and dirt at all times. Tenant shall appropriately store all trash and garbage and arrange for the regular removal of the same. Tenant shall provide such pest extermination services as Landlord may reasonably require.

Tenant shall not allow any loud noises to emanate from its premises that are objectionable to Landlord or other tenants. Tenant shall not make any exterior installation or decorations without the written consent of the Landlord.

Tenant shall not keep or display any merchandise on or otherwise obstruct the areas adjacent to the Demised Premises without the written consent of the Landlord.

Tenant shall, within ten (10) days after demand therefor, execute and deliver to Landlord an estoppel certificate setting forth the relevant details of this Lease and its then current status, in a form satisfactory to Landlord. Tenant hereby appoints Landlord its attorney-in-fact to execute and deliver such estoppel information, in its place and stead, in the event that Tenant fails to provide such estoppel information within the time set forth hereinabove.

**SECTION 13. INSURANCE.** Tenant shall maintain in full force, during the term of this Lease, a policy or policies of comprehensive general liability insurance, in a form reasonably satisfactory to the Landlord, written by one or more responsible insurance companies licensed to do business in the State of Florida, which will insure Tenant and which will name Landlord as an additional insured. The coverage under such insurance shall be not less than \$1,000,000.00 combined single limit of liability for bodily injury (per person and per accident) and property damage, or such greater amounts as Landlord may from time to time reasonably specify. Tenant shall also maintain and keep in force plate glass insurance coverage on all plate glass in the Demised Premises. Tenant shall deposit with Landlord copies or certificates of all said policies, including an endorsement which states that such insurance shall not be cancelled except after thirty (30) days notice in writing to Landlord.

Tenant shall maintain comprehensive casualty insurance, including fire, flood and windstorm, on all of its inventory, fixtures and equipment in the Demised Premises, in an amount not less than ninety (90%) percent of their sound insurable value. The proceeds of such insurance shall be used for the repair or replacement of the items so insured.

Landlord and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either Landlord or Tenant as required by this Lease covering the Demised Premises, the improvements therein or contents thereof, a waiver of any right of subrogation which any such insurer of one party may acquire against

Dec 10 01 08:24p

C. Michael Curry

352.379.0795

P. 6

the other by virtue of payment of any loss under such insurance. Such waivers shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered to grant the same.

**SECTION 14. FIRE OR OTHER CASUALTY.** If the Demised Premises, or the building or the shopping center of which the Demised Premises are a part, or either of them, shall be damaged or destroyed to the extent of twenty (20%) or more of the sound insurable value thereof at the time of such damage or destruction, or shall be damaged or destroyed as a result of a risk which is not covered by the insurance which is carried by the Landlord, then the Landlord may, at its sole election, restore or rebuild the Demised Premises, or the building of which they are a part, or Landlord may terminate this Lease. In the event Landlord elects to restore or rebuild, then Landlord shall proceed to do so with due diligence, and Tenant shall replace or restore, with due diligence, its inventory and equipment and all fixtures. In the event Landlord elects to terminate this Lease, then this Lease shall terminate at the end of the calendar month in which Landlord so notifies Tenant.

The Tenant shall, during any period of reconstruction or repair of the Demised Premises and/or of the building of which they are a part, continue the operation of its business in the Demised Premises to the extent reasonably practicable, and Tenant shall receive a fair adjustment in the minimum rent.

**SECTION 15. INDEMNITY AND LIABILITY.** Tenant shall indemnify and save harmless the Landlord from and against any and all claims for damages to goods, wares, merchandise and property in and about the Demised Premises and from and against any and all claims for any personal injury or loss of life in and about the Demised Premises.

Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the property wherein the Demised Premises are a part, and subject to prior rights of any mortgagee of the Premises, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord to Tenant in the event of any default or breach by Landlord, with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other assets of Landlord shall be subject in levy, execution or other procedures for the satisfaction of Tenant's remedies. In the event Landlord transfers this Lease, except as collateral security for a loan, upon such transfer Landlord will be released from all liability and obligation hereunder, provided that the Transferee assumes the obligations hereunder.

**SECTION 16. REPAIRS BY LANDLORD.** Landlord's responsibility, if any, for repairs required to be made by Landlord under this Lease, shall not arise until Landlord has received written notice from Tenant and the need for same exists in the judgment of the Landlord; and, so long as Landlord is proceeding with due diligence to make such repairs, Tenant shall have no claim against Landlord for damages nor for an offset against rent on account of such repairs.

**SECTION 17. WAIVER.** One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and a consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar act.

**SECTION 18. SUBORDINATION.** At the election of the Landlord, this Lease is made subject and subordinate to the mortgage or mortgages that may now or hereafter affect the Demised Premises. Tenant shall execute, acknowledge and deliver to the Landlord any documents that may be necessary or proper to subordinate this Lease and the rights hereunder to the lien of any such mortgages as aforesaid.

Dec 10 01 06:25p

C. Michael Curry

352.378.0795

p. 7

**SECTION 19. EXCUSE OF PERFORMANCE.** Except for the payment of money, neither Landlord nor Tenant shall be considered in default because of delays in the extent that their delay in performance under this Lease shall be due to any cause beyond their control; provided, however, that such performance shall be resumed and completed with due diligence as soon as reasonably possible.

**SECTION 20. EMINENT DOMAIN.** If any material portion of the Demised Premises, or the building of which they are a part, shall be taken by condemnation or right of eminent domain (the words "condemnation" and "eminent domain" as used herein shall include purchase or conveyance in lieu thereof), then the lease term shall cease upon the day possession shall be taken thereunder.

**SECTION 21. DEFAULT, BANKRUPTCY & INSOLVENCY.** If the Tenant shall fail to make any payment of rent or other payment required of Tenant within seven (7) days from its due date, or shall fail to perform or observe any of Tenant's other covenants or agreements within twenty (20) days after notice by Landlord, or if the Demised Premises shall be abandoned or become vacant or be closed for business for more than fifteen (15) calendar days, then the Landlord shall have the right, immediately or at any time thereafter, with or without notice, to enter upon the Demised Premises and repossess the same, and evict the Tenant, and seize or remove any or all personal property within the Demised Premises, without being deemed guilty of any manner of trespass and without prejudice to any other remedies of Landlord. Landlord may terminate this Lease at any time thereafter. Tenant shall repay the Landlord for any loss of rent or other income, or any expenses that Landlord may incur because of Tenant's default, including (but not limited to) legal fees and costs, brokerage commissions, and insurance expenses. Tenant shall reimburse Landlord for Landlord's reasonable attorney fees incurred in enforcing any of the Tenant's obligations under this Lease, in law or in equity, whether suit be brought or not. Upon default by the Tenant hereunder, Landlord may declare all unpaid past and future rents accelerated and immediately due and may, without further notice or demand, bring such action against Tenant to recover all rents due and to become due under this Lease.

All rents or other payments due by Tenant hereunder shall bear interest from the due date until paid at the maximum legal rate of interest.

**SECTION 22. LANDLORD'S LIENS.** It is expressly agreed and understood that the Landlord shall have and is hereby granted an express contractual lien upon all goods, wares, chattels, equipment, furniture, fixtures and other personal property belonging to the Tenant and placed upon the Demised Premises during the leasehold term, to secure all the rent hereunder, as well as security for all other obligations assumed by the Tenant hereunder, and it is expressly agreed that the taking of any other security for said rent by Landlord shall not operate as a discharge of or in anywise impair such lien nor shall the taking of the express contract lien in this paragraph provided be construed as in any way releasing or impairing the separate Landlord's lien arising by law. Nothing, however, in the foregoing shall be so construed as to prohibit, impair or affect the right of the Tenant to make sales of its merchandise and/or services to its customers in the regular course of business free and clear of the lien aforementioned.

**SECTION 23. TENANT'S SHARE OF COST OF COMMON AREAS.** [deleted]

**SECTION 24. QUIET ENJOYMENT.** The Tenant, upon paying said rent and performing all the other covenants and conditions aforesaid on Tenant's part to be observed and performed, shall and may peacefully

Dec 10 01 08:25p

C. Michael Curry

352.379.0795

p. 8

and quietly have, hold and enjoy the premises hereby demised for the term aforesaid, free from disturbance by the Landlord, or by anyone claiming by, through or under the Landlord.

**SECTION 25. SIGNS.** Tenant may erect and maintain, at its sole cost and expense, its signage as such exists at the inception of this Lease. Such signage shall always be subject to the prior written approval of Landlord in its sole discretion. It is the exclusive responsibility of Tenant to obtain and maintain all necessary permits and licenses to erect and maintain such sign, and a material breach hereof for failure to do so.

Tenant shall keep insured and maintain such sign in good condition, repair and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same at Tenant's expense, within ten (10) days.

Tenant shall not place or permit to be placed or maintained on any door, exterior wall, or window of the Demised Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on or about the Demised Premises without first obtaining Landlord's written consent. Tenant further agrees to maintain any such sign, or other things as may be approved by Landlord in good condition, operating order and repair at all times.

**SECTION 26. HOLDING OVER.** Any holding over after expiration of this term or any renewal term shall be construed to be a tenancy at sufferance, at double the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable.

**SECTION 27. FINANCING.** [deleted]

**SECTION 28. MISCELLANEOUS.** This Lease and the Exhibits, and/or Addenda, if any, attached hereto, set forth the entire agreement between the parties. Any prior conversations or writings have been merged herein and are extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by all parties. If any provision contained in a rider or addenda is inconsistent with the printed provision of the Lease, the provision contained in said rider or addenda shall supersede said printed provision in the Lease.

**SECTION 29. COMPLIANCE WITH LAW.** Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use and occupancy of the Premises and with the recorded covenants, conditions and restrictions, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and utility availability, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the use or occupation of the Premises.

**SECTION 30. USE OF HAZARDOUS MATERIAL.**

1. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. If Tenant breaches these obligations, the Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all

Dec 10 01 08:26p

C. Michael Curry

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P.9

claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, 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 Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as necessary to return the Premises to the conditions existing prior to the introduction of any such Hazardous Material to the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not-unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this lease.

2. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

3. Inspection. Landlord or its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

4. Default. Any default under this Section shall be a material default enabling Landlord to exercise any of the remedies set forth in this Lease.

**SECTION 31. RADON GAS.** Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

#### **SECTION 32. ADDITIONAL PROVISIONS.**

The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor in any way affect this Lease.

This Commercial Lease Agreement shall be construed in accordance with the laws of the State of Florida. All litigation arising out of this Lease or in connection therewith shall be commenced in Miami-Dade County.

This Commercial Lease Agreement shall be binding upon and the benefits hereunder shall inure to the heirs, personal representatives, estates, successors, trustees and assigns of the parties hereto.

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JAN-8-2001 11:21A FROM: MFD TV 9 13856215181

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P-10

TO: 1352354117

P-9/9

Tenant shall not record this Lease or any of its Exhibits or any Memorandum relating thereto, without the prior written consent of the Landlord.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

WITNESSES:

Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenant: Hispanic Keys Broadcasting Corporation

By: [Signature]  
JOHN BATTLE, its President  
C. Michael Curry, Vice President

Landlord:

By: [Signature]  
EUGENE M. HIGRAM

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C. Michael Curry  
IDA LAW OFFICES

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P. 11

FAK:

PAGE 2

EXHIBIT B

Exclusive parking spaces (2)  
1 behind the other

