

ACORD™ INSURANCE BINDER

DATE
11/28/07

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER BB&T Insurance Services 2600 Eastpoint Parkway (40223) P O Box 436869 Louisville, KY 40253		PHONE (A/C, No, Ext): 502-489-5900 FAX (A/C, No): 1-866-881-2184	COMPANY Indiana Insurance Compan	BINDER # BINDER6173121
CODE: AGENCY CUSTOMER ID: 974019		SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
INSURED Captain's Quarters Restaurant 1830 South Third Street Louisville, KY 40208		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Loc#1: Captain's Quarters Road, Louisville, KY 40027 Loc#2: Captain's Quarters Road, Louisville, KY 40027		

COVERAGES

TYPE OF INSURANCE		COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Replacement Cost <input checked="" type="checkbox"/> Agreed Value		Blanket Building Blanket Personal Property Blanket Business Income See Spec. Conditions/Other Coverages	2,500 2,500	90 90 1/4	\$1,797,564 \$410,000 \$800,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		See Spec. Conditions/Other Coverages RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$		
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:		<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS/OTHER COVERAGES Captain's Quarters Restaurant Mastora's Ventures, LLC (See attached Spec Conditions/Other Covs page.)			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$		

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Sharon A. Kulha</i>	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

SPECIAL CONDITIONS/OTHER COVERAGES (Cont. from page 1)

Mastoras, Inc.

** Continued from General Liability Section **

Coverage: Liquor Liability - Deductible: -0-

Occurrence: 1,000,000; Aggregate: 2,000,000

Coverage: EMPLOYEE BENEFITS LIABILITY, PRIOR ACTS - Deductible: \$1,000

Occurrence: 1,000,000; Aggregate: 2,000,000

Retro date 2-1-05

Crime Form - A Limit #1: 50,000 Ded.#1: \$250.00

Coverage is bound pending issuance of the Package and Umbrella policies with Indiana Insurance Effective 11-28-07 to 11-28-08.