

EXHIBIT A

ASSET PURCHASE AGREEMENT

EXHIBIT B

SCHEDULE OF FEES

Out of pocket expenses such as, but not limited to, postage, courier, insurance, long distance telephone, stationery, travel, legal or accounting, etc., will be billed at cost.

The fees are due at closing: \$2,500.00

These fees do not include extraordinary services which will be priced according to time and scope of duties.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon and the Parties authorize Commerce Bank, National Association to perform said services.

WIRE INSTRUCTIONS TO []

[]

ABA No. _____

A/C No. _____

Reference: _____

Attention: _____

Telephone: _____

Email: _____

Asset Purchase Agreement

Exhibit D

Indemnification Escrow Agreement

Commerce Bank, National Association

Indemnification Escrow Agreement

THIS INDEMNIFICATION ESCROW AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____ 200__, by and among Univision Television Group, Inc., a Delaware corporation ("Buyer"), Siete Grande Television, Inc., a Florida corporation ("Seller"), and Commerce Bank, National Association, as escrow agent (the "Depository"). Buyer and the Seller are sometimes referred to herein collectively as the "Parties."

WHEREAS, Buyer and the Seller have entered into the Asset Purchase Agreement, dated as of June, __, 2007, between Buyer and the Seller (the "Asset Purchase Agreement"), pursuant to which the Buyer is acquiring substantially all of the assets and rights relating to television station WSTE(TV)(the "Station"). Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Section 3.8 of the Asset Purchase Agreement contemplates that the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Escrowed Funds") be deposited in escrow with the Depository, to be held and distributed on the terms and conditions set forth herein. As used herein, the term "Escrowed Funds" shall include (a) the sum of Five Hundred Thousand Dollars (\$500,000.00) plus (b) any interest or other earnings accruing thereon or with respect thereto less (c) any amounts disbursed from time to time pursuant hereto.

NOW, THEREFORE, the Parties, in order to designate Commerce Bank, National Association, as the Depository for the Parties for the purposes and upon the terms and conditions herein set forth, do hereby represent and warrant to, and agree with each other and the Depository, as follows:

1. **Appointment of the Depository.** The Depository is hereby appointed Depository for the Parties with respect to the Escrowed Funds.

2. **The Escrowed Funds.** Concurrently with the execution and delivery hereof, the Buyer has deposited, on behalf of Seller (or arranged for deposit with the Depository), with the Depository, as custodian and depository, and the Depository hereby acknowledges receipt of cash in the amount of Five Hundred Thousand Dollars (\$500,000.00), and the Buyer and Seller direct that the same be held and disposed of by the Depository as herein provided.

3. **The Depository's Duties and Authority To Act.**

(a) The Depository shall hold the Escrowed Funds in safekeeping and deliver the same or any part or parcel thereof, including the interest earned from investments made pursuant to Section 19 hereof, only in accordance with the procedures set forth in this Section

3. The Seller shall be treated as the owner of the Escrowed Funds and any income earned

thereon for all federal and state income tax purposes and shall have full responsibility for the payment of all taxes assessed on or with respect thereto.

(b) From time to time, Buyer may deliver to the Depository, with a copy to Seller, notice that Buyer or any Claimant under the Asset Purchase Agreement claims some or all of the Escrowed Funds in partial or full satisfaction of a claim arising under the Asset Purchase Agreement (a "Claim"; such notice, a "Claim Notice"). Each Claim Notice shall be in writing and include a description in reasonable detail of the basis for such Claim and shall set forth the amount claimed as of the date thereof (or a good faith estimate if the Claim is not then liquidated, subject to Buyer's right to give additional Claim Notices in respect of such Claim) (the "Claim Amount"). Upon receipt of any Claim Notice, the Depository shall immediately segregate and retain the Claim Amount from the Escrowed Funds (the amount so segregated, the "Reserved Funds"). If the Depository does not receive a timely written objection, as contemplated by Section 3(c) below, the Depository may assume conclusively that any Claim Notice received by the Depository conforms to the requirements of this Section 3(b).

(c) If the Depository has not received a written objection from Seller within twenty (20) days following receipt of such Claim Notice by the Depository, Seller shall be conclusively deemed to have agreed with the Claim and the Claim Amount described therein and the Depository shall pay to Buyer the Reserved Funds with respect to such Claim Notice without prejudice to Seller's right to contest the claim directly with the Buyer subject to the applicable provisions of the Asset Purchase Agreement.

(d) If Seller timely notifies the Depository in writing (with a copy to Buyer) of any objection to any Claim or the Claim Amount, the Depository shall not distribute the Reserved Funds (or the portion thereof to which such objection pertains) in respect of such Claim Notice until the Depository shall have received either: (i) a joint direction in a writing executed by Buyer and Seller (a "Joint Written Direction"); or (ii) a certified copy of a final non-appealable order of a court of competent jurisdiction (a "Final Ruling"), specifying the amount, if any, payable to Buyer or any Claimant in respect of such Claim. The Depository shall be entitled to assume conclusively and without inquiry that any document purporting to be a Final Ruling conforms to the requirements of this Agreement. If there has not been a Final Ruling, Buyer and Seller agree to execute and deliver to the Depository a Joint Written Direction at such time as Buyer and Seller have agreed that Buyer is entitled to have paid to it the Claim Amount referred to in any Claim Notice (or any portion thereof). Within two (2) business days after receipt of any Joint Written Direction or Final Ruling, the Depository shall distribute any amount to which Buyer or any Claimant is entitled, as set forth in such Joint Written Direction or Final Ruling out of the Escrowed Funds, to the extent available, in accordance therewith, whether or not out of the Reserved Funds in respect of such Claim. To the extent the amount determined to be payable to Buyer or any Claimant on account of any Claim is less than the aggregate Reserved Funds pursuant to any associated Claim Notices, the balance thereof shall revert to the status of an unsegregated portion of Escrowed Funds, except that if the Claim Amount in respect of any other Claim then pending is not fully reserved, the Depository shall continue to segregate and retain such balance, which shall be

deemed added to the Reserved Funds in respect of such under-reserved Claim Amounts until all such Claim Amounts are reserved in full.

(e) On _____, Buyer and Seller agree to execute and deliver to the Depository a Joint Written Direction directing the Depository to disburse to Seller from the Escrowed Funds all amounts then held by Depository, less the sum of (x) aggregate amount of any outstanding Claim Amounts pursuant to Claim Notices delivered to the Depository and Seller in accordance with the terms of the Asset Purchase Agreement, plus (y) any interest or other earnings attributable to the amount so withheld.

(f) As to any Claim pending on _____, within two (2) business days of the final determination (by delivery of one or more Joint Written Directions or of a Final Ruling) of such Claim, the Depository shall disburse to Buyer any amounts determined to be owed to Buyer or any Claimant by the Seller pursuant to such final determination (whether or not from the Reserved Funds in respect of such Claim), and shall disburse to the Seller any remaining Reserved Funds in respect of that Claim, except such remaining amount shall not be released to the Seller to the extent that the Claim Amount in respect of any other Claim then pending is not fully reserved, in which case the Depository shall continue to segregate and retain such remaining amount, which shall be deemed added to the Reserved Funds in respect of such under-reserved Claim Amount until all such Claim Amounts are reserved in full.

(g) The acceptance by Buyer of any portion of the Escrowed Funds from the Depository on account of any Claim shall not constitute a release of any of the rights of Buyer or any Claimant against the Seller or any other person with respect to such Claim except to the extent of the portion of the Escrowed Funds so accepted. Nothing contained herein, nor any act or failure to act by Buyer, including but not limited to, consenting or failing to object to the release of all or a portion of the Escrowed Funds to Seller, shall operate or be construed as a waiver of any rights of Buyer or Seller under the Asset Purchase Agreement, or any other agreement or instrument executed in connection therewith, nor shall anything herein contained prohibit Buyer or any Claimant from pursuing any other remedies which any of them may have under the Asset Purchase Agreement for the breach of any representation, warranty, covenant or agreement contained in the Asset Purchase Agreement, or any other agreement or instrument executed in connection therewith.

(h) Either the Buyer or the Seller may hereafter act through an agent or attorney-in-fact only if written evidence of authority in form and substance satisfactory to the Depository is furnished to the Depository and agreed to by the Depository.

(i) The Depository may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other document which it in good faith believes to be genuine.

(j) The Depository shall be deemed to have properly delivered the Escrowed Funds if delivered as follows: (i) if to the Seller, for and on behalf of the Seller, by wire

transfer to the Seller, (ii) if to Buyer, by wire transfer to Buyer; or (iii) delivery in any other manner pursuant to written instructions of the Parties. Under no circumstances shall the Buyer or the Depository be or become liable to any Seller or other person for any action, omission or delay of the Seller in dealing with any payment made by the Depository in accordance herewith. Seller shall be entitled to receive the interest and other earnings attributable to the Escrowed Funds.

(k) In performing its duties under this Agreement, or upon the claimed failure to perform any of its duties hereunder, the Depository shall not be liable to anyone for damages, losses or expenses which may be incurred as a result of the Depository so acting or failing to so act; provided, however, the Depository shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Agreement. The Depository shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any questions relating to the duties and responsibilities of the Depository hereunder or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Depository and believed by it to be genuine and to have been signed or presented by the proper party or parties.

(l) Any person who may be or become entitled to the Escrowed Funds shall provide its wire instructions by written notice to the Depository.

4. **Other Agreements.** The Depository is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any other agreement or undertaking among the Parties or any of them, or between the Parties or any of them and other persons, or any agreement or undertaking which may be evidenced by or disclosed by the Escrowed Funds, it being the intention of the parties hereto that the Depository assent to and be obligated to give consideration only to the terms and provisions hereof. The Depository shall have no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of any of the Parties with respect to arrangements or contracts with each other or with others, the Depository's sole duty hereunder being to hold the Escrowed Funds and to dispose of and deliver the same in accordance with instructions given to it as provided in Section 3.

5. **Standard of Care.**

(a) The Depository undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Depository.

(b) If the Depository is required by the terms hereof to determine the occurrence of any event or contingency, the Depository shall, in making such determination, be liable only for its proven willful misconduct or gross negligence, as determined in light of all the circumstances, including the time and facilities available to it in the ordinary conduct of its business. In determining the occurrence of any such event or contingency the Depository may request from any of the Parties or any other person such reasonable additional evidence as the

Depository in its sole discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and may at any time inquire of and consult with others, including without limitation, any of the Parties, and the Depository shall not be liable for any damages resulting from its delay in acting hereunder pending its receipt and examination of additional evidence requested by it.

(c) Whenever the Depository is required by the terms hereof to take action upon the occurrence of any event of contingency, the time prescribed for such action shall in all cases be a reasonable time after written notice received by the Depository for the happening of such event or contingency, provided however, that this provision shall not be deemed to limit or reduce the time allowed the Depository for action as provided in Section 5(b).

6. **Limitation on Liability.** The Depository shall not be responsible or liable to the Parties or to any other person in any manner whatsoever for the sufficiency, correctness, genuineness, effectiveness or validity of any of the Escrowed Funds, or for the form or execution thereof, or for the identity or authority of any person executing or depositing the same. If any of the Parties are acting as agent for others, all of the Parties represent and warrant that each such agent is authorized to make and enter into this Agreement. This Agreement is a personal one between the Parties and the Depository. The Depository is authorized by each of the Parties to rely upon all representations, both actual and implied, of each of the Parties and all other persons relating to this Agreement and/or the Escrowed Funds, including without limitation representations as to authority to execute and deliver this Agreement, notifications, receipts or instructions hereunder, and relationships among persons, firms, corporations or other entities, including those authorized to receive delivery hereunder, and the Depository shall not be liable to any person in any manner by reason of such reliance. The duties of the Depository hereunder shall be only to the Parties, their respective successors, heirs, assigns, executors and administrators and to no other person, firm, corporation or other entity whatsoever.

7. **Time of Performance.** Whenever under the terms hereof the time for performance of any provision shall fall on a date which is not a regular business day of the Depository, the performance thereof on the next succeeding regular business day of the Depository shall be deemed to be in full compliance. Whenever time is referred to in this Agreement, it shall be the time recognized by the Depository in the ordinary conduct of its normal business transactions.

8. **Death, Disability, etc. of the Parties.** The death, disability, bankruptcy, insolvency, reorganization or absence of any of the Parties shall not affect or prevent performance by the Depository of its obligations or its right to rely upon instructions received hereunder. However, in the event of the death, disability, bankruptcy, insolvency, reorganization or absence of any of the Parties, the Depository (without liability to any of the Parties) may refrain from taking any action required or requested hereunder.

9. **Remedies of the Depository.**

(a) As additional consideration for and as an inducement for the Depository to act hereunder, it is understood and agreed that in the event of any disagreement between the parties to this Agreement or in the event any other person or entity claims an interest in the Escrowed Funds or any part thereof, and such disagreement or claim results in adverse claims and demands being made by them or any of them in connection with or for any part of the Escrowed Funds, the Depository shall be entitled, at the option of the Depository, to refuse to comply with the instructions or demands of the parties to this Agreement, or any of such parties, so long as such disagreement or adverse claim shall continue. In such event, the Depository shall not be required to make delivery or other disposition of the Escrowed Funds. Anything herein to the contrary notwithstanding, the Depository shall not be or become liable to the Parties or any of them for the failure of the Depository to comply with the conflicting or adverse demands of the Parties or any of such parties or of any other persons or entities claiming an interest in the Escrowed Funds or any part thereof. The Depository shall be entitled to refrain and refuse to deliver or otherwise dispose of the Escrowed Funds or any part thereof or to otherwise act hereunder, as stated above, unless and until (i) the rights of the parties and all other persons and entities claiming an interest in the Escrowed Funds have been duly adjudicated in a court having jurisdiction of the parties and the Escrowed Funds or (ii) the parties to this Agreement and such other persons and entities have reached an agreement resolving their differences and have notified the Depository in writing of such agreement and have provided the Depository with indemnity satisfactory to it against any liability, claims or damages resulting from compliance by the Depository with such agreement. In addition to the foregoing, the Depository shall have the right to tender into the registry or custody of any court having jurisdiction, any part of or all of the Escrowed Funds. Upon such tender, the parties hereto agree that the Depository shall be discharged from all further duties under this Agreement; provided, however, that the filing of any such legal proceedings shall not deprive the Depository of its compensation hereunder earned prior to such filing and discharge of the Depository of its duties hereunder.

(b) While any suit or legal proceeding arising out of or relating to this Agreement or the Escrowed Funds or the Parties is pending, whether the same be initiated by the Depository or by others, the Depository shall have the right at its option to stop all further performance of this Agreement and instructions received hereunder until all differences shall have been resolved by agreement or until the rights of all parties shall have been fully and finally adjudicated by the court. For purposes of any suit or legal proceeding arising out of relating to this Agreement to which the Depository may be a party, the Parties hereby consent and submit to the jurisdiction of the appropriate court, whether Federal or state, sitting in Delaware. The rights of the Depository under this Section are in addition to all other rights which it may have by law or otherwise.

10. **Reliance on Counsel.** The Depository may from time to time consult with legal counsel of its own choosing in the event of any disagreement, or controversy, or question or doubt as to the construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with

the opinion or instructions of such counsel. Any such fees and expenses of such legal counsel shall be considered part of the fees and expenses of the Depository described below.

11. Fees and Expenses.

(a) The Parties hereby jointly and severally agree to pay the Depository for its ordinary services hereunder the fees determined in accordance with, and payable as specified in, the Schedule of Fees set forth in Exhibit "A", attached hereto. In addition, the Parties hereby jointly and severally agree to pay to the Depository its expenses incurred in connection with this Agreement, including, but not limited to, legal fees and expenses, in the event the Depository deems it necessary to retain counsel. Such expenses shall be paid to the Depository within 10 days following receipt by any of the Parties of a written statement setting forth such expenses. All of the fees and expenses described herein shall be payable one-half by the Buyer, on the one hand, and one-half by the Seller, on the other hand.

(b) The Parties jointly and severally agree that in the event any controversy arises under or in connection with this Agreement or the Escrowed Funds, or the Depository is made a party to or intervenes in any litigation pertaining to this Agreement or the Escrowed Funds, to pay to the Depository reasonable compensation for its extraordinary services and to reimburse the Depository for all cost and expenses associated with such controversy or litigation, including, but not limited to, legal fees and expenses.

(c) In the event fees and expenses of the Depository are to be paid pursuant to Section 20 hereof, it is understood and agreed by the Parties that such fees and expenses are in addition to those described above and that such fees and expenses shall be subject to periodic review and modification by the Depository as determined by the Depository in its sole discretion.

12. Effective Date. The effective date of this Agreement shall be the date on which it is accepted by the Depository.

13. Termination and Resignation. Unless sooner terminated as hereinafter provided, this Agreement shall terminate without action of any party when all of the terms hereof shall have been fully performed. Either the Depository or the Parties may terminate this Agreement upon thirty (30) days written notice (i) signed by the Depository and delivered to each of the Parties or (ii) signed by each of the Parties and delivered to the Depository. Upon termination of this Agreement, the Depository shall deliver the Escrowed Funds in accordance with the written instructions delivered by the Parties pursuant to Section 3 hereof. All fees and expenses owed to the Depository hereunder shall be paid in full prior to such delivery of the Escrowed Funds, and the Depository is hereby authorized and directed by the Parties to withhold release or distribution of the Escrowed Funds until such time as the Depository has received payment in full of such fees and expenses. The Depository is authorized and directed to deduct such fees and expenses from the Escrowed Funds prior to release or distribution thereof.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute and be one and the same instrument.

15. **Assignment of Interests.** None of the Parties shall assign or attempt to assign or transfer its interest hereunder or any part thereof. Any such assignment or attempted assignment by any one or more of the Parties shall be in direct conflict with this Agreement and the Depository shall not be bound thereby.

16. **Amendments.** This Agreement cannot be amended or modified except by another agreement in writing signed by all the parties hereto or by their respective successors in interest.

17. **Headings.** The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this agreement.

18. **Governing Law.** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of New York.

19. **Investment of Escrowed Funds; Withholding**

(a) The Depository shall invest cash balances in such money market or other short-term investments as shall be specified from time to time in a joint writing executed by Buyer and Seller. Such money market or short-term investment fund shall be the Goldman Sachs Prime Obligations Fund, which is an open-end investment company registered under the Investment Company Act of 1940, as amended, for which the Depository or one of its affiliates acts as investment advisor, custodian, transfer agent, registrar, sponsor, distributor, manager or otherwise, and any fees paid to the Depository or its affiliate by such fund shall be in addition to the fees and expenses owed to the Depository under this Agreement.

(b) The Depository shall not be responsible or liable for determination or payment of any taxes assessed against the Escrowed Funds or the income therefrom nor for the preparation or filing of any tax returns other than withholding required by statute or treaty. Each of the Parties agree to provide the Depository any information necessary to perform any such required withholding and the Depository shall be entitled to rely on such information. The Depository will establish the account holding the Escrowed Funds under the TIN of Buyer; if Depository is responsible for tax reporting, it will be rendered under the aforementioned TIN. A W-9 certifying to the party's withholding status in the form set forth on Exhibit "B" attached hereto will be completed at closing.

(c) The Depository may make any and all investments through its own bond or investment department. The Depository shall not be held liable or responsible for the quality or diversity of the assets constituting the Escrowed Funds or for any loss or depreciation in the

value of such assets or any loss resulting from any investment made by the Depository in accordance with the terms of this Agreement. If the Depository is required to sell or otherwise redeem or liquidate any Escrowed Funds prior to its maturity, the Parties agree that the Depository shall not be personally liable for any loss to the Escrowed Funds, (including either principal or income) or other costs incurred as a result of any such early redemption or liquidation.

20. **Indemnification and Hold Harmless.** The Parties hereby jointly and severally agree to indemnify and hold the Depository and its directors, employees, officers, agents, successors and assigns harmless from and against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and counsel fees and expenses which may be imposed on the Depository or incurred by it in connection with its acceptance of this appointment as the Depository hereunder or the performance of its duties hereunder. Such indemnity includes, without limitation, all losses, damages, liabilities and expenses (including counsel fees and expenses) incurred in connection with any litigation (whether at the trial or appellate levels) arising from this Agreement or involving the subject matter hereof. The indemnification provisions contained in this Section 20 are in addition to any other rights any of the indemnified parties may have by law or otherwise and shall survive the termination of this Agreement or the resignation or removal of the Depository.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Indemnification
Escrow Agreement to be executed this ____ day of _____, 200_.

BUYER

UNIVISION TELEVISION GROUP, INC.

By: _____
Name: _____
Title: _____

SELLER

SIETE GRANDE TELEVISION, INC.

By: _____
_____, President

The Depository hereby acknowledges receipt of the Escrowed Funds and hereby accepts the
same as Depository hereunder, subject to the terms and conditions set forth above, this
____ day of _____, 200_.

COMMERCE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Notice Information

If to the Seller:

**Jerry Hartman
120 Olympus Way
Jupiter, FL 33477**

With a copy, which shall not constitute notice, to:

**Stuart A. Shorenstein, Esq.
Wolf, Block, Schorr and Solis-Cohen LLP
250 Park Avenue
New York, NY 10177**

If to Buyer:

**C. Douglas Kranwinkle, Esq.
Executive Vice President & General Counsel
Univision Communications Inc.
5999 Center Drive
Los Angeles, CA 90045**

With a copy, which shall not constitute notice, to:

**Scott R. Flick, Esq.
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, N.W.
Washington, DC 20037**

If to the Depository:

**Arlene M. Murphy, Assistant Vice President
Commerce Bank
Corporate Trust Services
101 Haddonfield Road, 2nd Floor
Cherry Hill, New Jersey 08002-4401
Phone #- 856/532-4393
Fax # - 856/482-5706**

ATTACHMENTS:

Schedule A - Authorized Representatives

Exhibit A - Fee Schedule

Exhibit B - Withholding Form

Schedule A

Authorized Representatives

The following person is designated as an Authorized Representative for the Seller and his specimen signature is shown:

Typed Name

Signature

The following persons are designated as Authorized Representatives for the Buyer and specimen signatures are shown:

Typed Name

Signature

Typed Name

Signature

Typed Name

Signature

EXHIBIT A

SCHEDULE OF FEES

Out of pocket expenses such as, but not limited to, postage, courier, insurance, long distance telephone, stationery, travel, legal or accounting, etc., will be billed at cost.

The fees are due at closing: \$2,500.00

These fees do not include extraordinary services which will be priced according to time and scope of duties.

It is acknowledged that the schedule of fees shown above are acceptable for the services mutually agreed upon and the Parties authorize Commerce Bank, National Association to perform said services.

WIRE INSTRUCTIONS TO []

[]

ABA No. _____

A/C No. _____

Reference: _____

Attention: _____

Telephone: _____

Email: _____