

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO: 11-25608 CA 01 (02)

CARIBEVISION HOLDINGS, INC., et al.,

Plaintiffs,

v.

OMAR ROMAY, et al.,

Defendants.

VERDICT FORM

WE, THE JURY, return the following Verdict:

**BREACH OF JOINT VENTURE AGREEMENT
AGAINST AMERICA TEVE NETWORK, INC., PROMISA, INC., AND OKEECHOBEE TELEVISION
CORP. WITH REGARDS TO THE ASSUMPTION OF THE SANTANDER LOAN OBLIGATION**

1. Do you find by the greater weight of the evidence for Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the "Caribevision Plaintiffs"), on the claim of Breach of the Joint Venture Agreements against **America Teve Network, Inc.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Breach of the Joint Venture Agreements as to America Teve Network, Inc.

2. What is the amount of damages you award the Caribevision Plaintiffs on the claim of Breach of the Joint Venture Agreements against the **America Teve Network, Inc.**?

Total: \$ 1.00

3. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs on the claim of Breach of the Joint Venture Agreements against **Promisa, Inc.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No _____

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then you do not need to answer any more questions on the claim of Breach of the Joint Venture Agreements as to Promisa, Inc.

4. What is the amount of damages you award the Caribevision Plaintiffs on the claim of Breach of the Joint Venture Agreements against **Promisa, Inc.**?

Total: \$ 1.000

5. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs, on the claim of Breach of the Joint Venture Agreements against **Okeechobee Television Corp.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No _____

If you answered "Yes" to Question 5, then please proceed to Question 6.

If you answered "No" to Question 5, then do not answer any more questions on the claim of Breach of the Joint Venture Agreements with regards to Okeechobee Television Corp.

6. What is the amount of damages you award the Caribevision Plaintiffs, on the claim of Breach of the Joint Venture Agreements against **Okeechobee Television Corp.**?

Total: \$ 1.000

7. Do you find that Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., were Third Party Beneficiaries of the Joint Venture Agreements in connection with America Teve Network, Inc.'s, Promisa, Inc.'s, and Okeechobee Television Corp.'s obligation to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No _____

If you answered "Yes" to Question 7, then please proceed to Question 8.

If you answered "No" to Question 7, then do not answer any more questions on the claim of Breach of the Joint Venture Agreement as to the Loan Guarantors.

8. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against **America Teve Network, Inc.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No _____

If you answered "Yes" to Question 8, then please proceed to Question 9.

If you answered "No" to Question 8, then do not answer any more questions on the claim of Breach of the Joint Venture Agreements by the Loan Guarantors as to America Teve Network, Inc.

9. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against the **America Teve Network, Inc.**?

Total: \$ 3,477,000.00

10. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against **Promisa, Inc.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No _____

If you answered "Yes" to Question 10, then please proceed to Question 11.

If you answered "No" to Question 10, then you do not need to answer any more questions on the claim of Breach of the Joint Venture Agreements by the Loan Guarantors as to Promisa, Inc.

11. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against **Promisa, Inc.**?

Total: \$ 3,477,000.00

12. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against **Okeechobee Television Corp.**, for failing to effectuate the necessary documents to transfer the Santander Loan Obligation to the Joint Venture?

Yes X No

If you answered "Yes" to Question 12, then please proceed to Question 13.

If you answered "No" to Question 12, then do not answer any more questions on the claim of Breach of the Joint Venture Agreements by the Loan Guarantors as to Okeechobee Television Corp.

13. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Joint Venture Agreements against **Okeechobee Television Corp.**?

Total: \$ 3,477,000.00

**BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST AMERICA TEVE
NETWORK, INC., PROMISA, INC., AND OKEECHOBEE TELEVISION CORP. WITH REGARDS TO
THE ASSUMPTION OF THE SANTANDER LOAN OBLIGATION**

1. Do you find by the greater weight of the evidence for Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the "Caribevision Plaintiffs"), against **America Teve Network, Inc.**, for Breach of the Implied Covenant of Good Faith and Fair Dealing by conducting itself arbitrary or unreasonable with regard to its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing as to America Teve Network, Inc.

2. What is the amount of damages you award the Caribevision Plaintiffs on the claim of Breach of the Covenant of Good Faith and Fair Dealing against the **America Teve Network, Inc.**?

Total: \$ 1.00

3. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs against **Promisa, Inc.**, for Breach of the Implied Covenant of Good Faith and Fair Dealing by conducting itself arbitrary or unreasonable with regard to failing to deal honestly and in good faith with the Caribevision Plaintiffs in carrying out its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then you do not need to answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing as to Promisa, Inc.

4. What is the amount of damages you award the Caribevision Plaintiffs on the claim of Breach of the Covenant of Good Faith and Fair Dealing against **Promisa, Inc.**?

Total: \$ 1.00

5. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs against **Okeechobee Television Corp.**, for Breach of the Implied Covenant of Good Faith and Fair Dealing by conducting itself arbitrary or unreasonable with regard to failing to deal honestly and in good faith with the Caribevision Plaintiffs in carrying out its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No _____

If you answered "Yes" to Question 5, then please proceed to Question 6.

If you answered "No" to Question 5, then you do not need to answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing with regards to Okeechobee Television Corp.

6. What is the amount of damages you award the Caribevision Plaintiffs, on the claim of Breach of the Covenant of Good Faith and Fair Dealing against **Okeechobee Television Corp.**?

Total: \$ 1,000,000

7. Do you find that Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., were Third Party Beneficiaries of the Joint Venture Agreements in connection with America Teve Network, Inc.'s, Promisa, Inc.'s, and Okeechobee Television Corp.'s obligation under the Implied Covenant of Good Faith and Fair Dealing not to conduct themselves arbitrarily or unreasonably with regard to their obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No _____

If you answered "Yes" to Question 7, then please proceed to Question 8.

If you answered "No" to Question 7, then do not answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing as to the Loan Guarantors.

8. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against **America Teve Network, Inc.**, with regard to its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No _____

If you answered "Yes" to Question 8, then please proceed to Question 9.

If you answered "No" to Question 8, then do not answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing by the Loan Guarantors as to America Teve Network, Inc.

9. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against the **America Teve Network, Inc.**?

Total: \$ 1.00

10. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against **Promisa, Inc.**, by failing to deal honestly and in good faith with the Caribevision Plaintiffs in carrying out its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No _____

If you answered "Yes" to Question 10, then please proceed to Question 11.

If you answered "No" to Question 10, then do not answer any more questions on the claim of Breach of the Covenant of Good Faith and Fair Dealing by the Loan Guarantors as to Promisa, Inc.

11. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against **Promisa, Inc.**?

Total: \$ 1.00

12. Do you find by the greater weight of the evidence for Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against **Okeechobee Television Corp.**, by conducting itself arbitrary or unreasonable with regard to failing to deal honestly and in good faith with the Caribevision Plaintiffs in carrying out its obligations under the Joint Venture Agreements regarding the Santander Loan?

Yes X No _____

If you answered "Yes" to Question 12, then please proceed to Question 13.

If you answered "No" to Question 12, then do not answer any more questions on the claim

of Breach of the Covenant of Good Faith and Fair Dealing by the Loan Guarantors as to Okeechobee Television Corp.

13. What is the amount of damages you award Mediaset España Comunicación, S.A., Grupo Brabur S.A. de C.V., and Grupo Colte S.A. de C.V., on the claim of Breach of the Implied Covenant of Good Faith and Fair Dealing against **Okeechobee Television Corp.**?

Total: \$ 1.00

**BREACH OF FIDUCIARY DUTY AGAINST OMAR ROMAY, AMERICA TEVE NETWORK, INC.,
PROMISA, INC., AND OKEECHOBEE TELEVISION CORP.**

1. Do you find by the greater weight of the evidence that a fiduciary relationship existed between Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, and **Omar Romay**?

Yes X No _____

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Omar Romay.

2. Do you find by the greater weight of the evidence that **Omar Romay** breached a fiduciary duty owed to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 2, then please proceed to Question 3.

If you answered "No" to Question 2, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Omar Romay.

3. Do you find by the greater weight of the evidence that **Omar Romay's** breach of fiduciary duty was a legal cause of damage to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then you need not answer any more questions on the Breach of Fiduciary Duty claim as to Omar Romay.

4. What is the amount of damages you award Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, on the Breach of Fiduciary Duty claim against **Omar Romay**?

Total: \$ 6,000,000.00

5. Do you find by the greater weight of the evidence that a fiduciary relationship existed between the Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC and **America Teve**?

Yes X No _____

If you answered "Yes" to Question 5, then please proceed to Question 6.

If you answered "No" to Question 5, then do not answer any more questions on the Breach of Fiduciary Duty claim as to America Teve.

6. Do you find by the greater weight of the evidence that **America Teve** breached a fiduciary duty owed to the Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 6, then please proceed to Question 7.

If you answered "No" to Question 6, then do not answer any more questions on the Breach of Fiduciary Duty claim as to America Teve.

7. Do you find by the greater weight of the evidence that **America Teve's** breach of fiduciary duty was a legal cause of damage to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 7, then please proceed to Question 8.

If you answered "No" to Question 7, then do not answer any more questions on the Breach of Fiduciary Duty claim as to America Teve.

8. What is the amount of damages you award Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, on the Breach of Fiduciary Duty claim against **America Teve**?

Total: \$ 2,000,000.00

9. Do you find by the greater weight of the evidence that a fiduciary relationship existed between Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, and **Okeechobee Television Corp.**?

Yes X No _____

If you answered "Yes" to Question 9, then please proceed to Question 10.

If you answered "No" to Question 9, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Okeechobee Television Corp.

10. Do you find by the greater weight of the evidence that **Okeechobee Television Corp.** breached a fiduciary duty owed to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 10, then please proceed to Question 11.

If you answered "No" to Question 10, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Okeechobee Television Corp.

11. Do you find by the greater weight of the evidence that **Okeechobee Television Corp's** breach of fiduciary duty was a legal cause of damage to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 11, then please proceed to Question 12.

If you answered "No" to Question 11, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Okeechobee Television Corp.

12. What is the amount of damages you award Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, on the Breach of Fiduciary Duty claim against **Okeechobee Television Corp.?**

Total: \$ 1,000,000.00

13. Do you find by the greater weight of the evidence that a fiduciary relationship existed between Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, and **Promisa, Inc.?**

Yes X No _____

If you answered "Yes" to Question 13, then please proceed to Question 14.

If you answered "No" to Question 13, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Promisa, Inc.

14. Do you find by the greater weight of the evidence that **Promisa, Inc.** breached a fiduciary duty owed to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No _____

If you answered "Yes" to Question 14, then please proceed to Question 15.

If you answered "No" to Question 14, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Promisa, Inc.

15. Do you find by the greater weight of the evidence that **Promisa Inc's** breach of fiduciary duty was a legal cause of damage to Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC?

Yes X No

If you answered "Yes" to Question 15, then please proceed to Question 16.

If you answered "No" to Question 15, then do not answer any more questions on the Breach of Fiduciary Duty claim as to Promisa, Inc.

16. What is the amount of damages you award Caribevision Holdings, Inc., Caribevision TV Network, LLC, or Caribevision Station Group, LLC, on the Breach of Fiduciary Duty claim against **Promisa, Inc.**?

Total: \$ 500,000.00

**AIDING AND ABETTING BREACH OF FIDUCIARY DUTY ON BEHALF OF THE CARIBEVISION
COMPANIES AGAINST OMAR ROMAY**

1. Do you find by the greater weight of the evidence any of the following Defendants breached a fiduciary duty to Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the "Caribevision Plaintiffs")?

America Teve,	Yes <u>X</u>	No <u> </u>
Okeechobee Television Corp.,	Yes <u>X</u>	No <u> </u>
Promisa Inc.	Yes <u>X</u>	No <u> </u>

If you answered "Yes" to Question 1 as to any one of the Defendants, then please proceed to Question 2.

If you answered "No" Question 1 as to each and every Defendant, then do not answer any more questions on the claim of Aiding and Abetting Breach of Fiduciary Duty.

2. Do you find by the greater weight of the evidence that **Omar Romay** had knowledge of the fiduciary duty by Promisa, Inc., Okeechobee Television Corp, and America Teve Network, LLC, to the Caribevision Plaintiffs?

Yes X No

If you answered "Yes" to Question 2, then please proceed to Question 3.

If you answered "No" to Question 2, then do not answer any more questions on the claim of Aiding and Abetting Breach of Fiduciary Duty.

3. Do you find by the greater weight of the evidence that **Omar Romay** knowingly and intentionally participated in Promisa, Inc.'s, Okeechobee Television Corp.'s, and America Teve Network, LLC's breach of their fiduciary duty?

Yes X No

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then do not answer any more questions on the claim of Aiding and Abetting Breach of Fiduciary Duty.

4. What is the amount of damages you award the Caribevision Plaintiffs on the claim of Aiding and Abetting against **Omar Romay**?

Total: \$ 7,000,000.00

SHAREHOLDER OPPRESSION ON BEHALF OF THE CARIBEVISION COMPANIES (Against All Defendants)

1. Do you find by the greater weight of the evidence that any of the following Defendants exercised domination of the Joint Venture by exercising actual control of the Joint Venture?

America Teve,	Yes <u>X</u>	No <u> </u>
Okeechobee Television Corp.,	Yes <u>X</u>	No <u> </u>
Promisa Inc.	Yes <u>X</u>	No <u> </u>

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Shareholder Oppression.

2. Do you find by the greater weight of the evidence that any of the following Defendants violated the Caribevision Plaintiffs' reasonable expectations or that the Defendants' conduct amounted to a visible departure from the standards of fair dealing and fair play?

America Teve,	Yes <u>X</u>	No <u> </u>
Okeechobee Television Corp.,	Yes <u>X</u>	No <u> </u>
Promisa Inc.	Yes <u>X</u>	No <u> </u>

If you answered "Yes" to Question 2, then please proceed to Question 3.

If you answered "No" to Question 2, then do not answer any more questions on the claim of Shareholder Oppression.

3. What is the amount of damages you award the Caribevision Plaintiffs, on the claim of Shareholder Oppression against the following Defendants?

America Teve,	Total:	\$ <u>3,000,000.00</u>
Okeechobee Television Corp.,	Total:	\$ <u>3,000,000.00</u>
Promisa Inc.	Total:	\$ <u>3,000,000.00</u>

**BREACH OF GOVERNING AGREEMENTS AGAINST AMERICA TEVE, OKEECHOBEE TELEVISION
CORP., AND PROMISA INC. FOR FAILURE TO FOLLOW VOTING REQUIREMENTS AND THE JOINT
VENTURE AGREEMENTS**

1. Do you find by the greater weight of the evidence for Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the Caribevision Plaintiffs"), on the Breach of the Governing Agreements claim against America Teve with regards to:

A. (i) Supermajority consent was necessary for the following significant transactions:

- | | | |
|---|--------------|------------------|
| 1. Comcast Settlement | Yes <u>X</u> | No <u> </u> |
| 2. Mundofox Transaction | Yes <u>X</u> | No <u> </u> |
| 3. Capital Call | Yes <u>X</u> | No <u> </u> |
| 4. Issuance of New Securities | Yes <u>X</u> | No <u> </u> |
| 5. Sale of Unsubscribed Shares to Okeechobee Television Corporation | Yes <u>X</u> | No <u> </u> |
| 6. Romay loans | Yes <u>X</u> | No <u> </u> |

If you answered "Yes" to any of the items in Question 1A(i), then please proceed to Question 1(A)(ii).

If you answered "No" to all of the items in Question 1A(i), then please proceed to Question 1B.

(ii) Supermajority consent was not obtained for the following significant transactions:

- | | | |
|---|--------------|------------------|
| 1. Comcast Settlement | Yes <u>X</u> | No <u> </u> |
| 2. Mundofox Transaction | Yes <u>X</u> | No <u> </u> |
| 3. Capital Call | Yes <u>X</u> | No <u> </u> |
| 4. Issuance of New Securities | Yes <u>X</u> | No <u> </u> |
| 5. Sale of Unsubscribed Shares to Okeechobee Television Corporation | Yes <u>X</u> | No <u> </u> |

6. Romay loans

Yes X No

B. (i) partial participation was a contractual prerequisite for a valid capital call?

Yes X No

If you answered "Yes" to Question 1B(i), then please proceed to Question 1(B)(ii).

If you answered "No" to Question 1B(i), then please proceed to Question 1C.

(ii) America Teve failing to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Yes X No

Please proceed to Question 1C.

C. America Teve failing to provide monthly and yearly financial statements

Yes X No

Please proceed to Question 1D.

D. America Teve failing to allow inspection rights or provide information upon request

Yes X No

If you answered "Yes" to any item in Question 1, then please proceed to Question 2.

If you answered "No" to all items in Question 1, then do not answer any more questions on the Breach of the Governing Agreements claim as to America Teve.

2. What is the amount of damages you award the Caribevision Plaintiffs, for the Breach of Governing Agreements claim against **America Teve** with regards to:

A. Failing to obtain supermajority consent for the following significant transactions:

1. Comcast Settlement

Total:

\$ 750,000.00

2. Mundofox Transaction

Total:

\$ 1.00

3. Capital Call Total: \$ 1.00

4. Issuance of New Securities Total: \$ 1.00

5. Sale of Unsubscribed Shares to Okeechobee Television Corp

Total: \$ 1.00

6. Romay loans

Total: \$ 1.00

B. Failing to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Total: \$ 1.00

C. Failing to provide monthly and yearly financial statements

Total: \$ 1.00

D. Failing to allow inspection rights or provide information upon request

Total: \$ 1.00

3. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs, on the Breach of the Governing Agreements claim against **Okeechobee Television Corp.** with regards to:

A. (i) Supermajority consent was necessary for the following significant transactions:

1. Comcast Settlement Yes X No

2. Mundofox Transaction Yes X No

3. Capital Call Yes X No

4. Issuance of New Securities Yes X No

5. Sale of Unsubscribed Shares to Okeechobee Television Corporation

Yes X No _____
Yes X No _____

6. Romay loans

If you answered "Yes" to any of the item in Question 3A(i), then please proceed to Question 3(A)(ii).

If you answered "No" to all of the items in Question 3A(i), then please proceed to Question 3B.

(ii) Supermajority consent was not obtained for the following significant transactions:

1. Comcast Settlement Yes X No _____

2. Mundofox Transaction Yes X No _____

3. Capital Call Yes X No _____

4. Issuance of New Securities Yes X No _____

5. Sale of Unsubscribed Shares to Okeechobee Television Corporation

Yes X No _____

6. Romay loans Yes X No _____

B. (i) partial participation was a contractual prerequisite for a valid capital call

Yes X No _____

If you answered "Yes" to Question 3B(i), then please proceed to Question 3(B)(ii).

If you answered "No" to Question 3B(i), then please proceed to Question 3C.

(ii) Okeechobee Television Corp. failed to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Yes X No _____

Please proceed to Question 3C.

C. Okeechobee Television Corp. failed to provide monthly and yearly financial statements Yes X No

Please proceed to Question 3D.

D. Okeechobee Television Corp. failed to allow inspection rights or provide information upon request Yes X No

4. What is the amount of damages you award the Caribevision Plaintiffs for the Breach of Governing Agreements claim against **Okeechobee Television Corp.** with regards to:

A. Failing to obtain supermajority consent for the following significant transactions:

1. Comcast Settlement Total: \$ 1.00

2. Mundofox Transaction Total: \$ 1.00

3. Capital Call Total: \$ 1.00

4. Issuance of New Securities Total: \$ 1.00

5. Sale of Unsubscribed Shares to Okeechobee Television Corp

Total: \$ 3,750,000.00

6. Romy loans Total: \$ 1.00

B. Failing to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Total: \$ 1.00

C. Failing to provide monthly and yearly financial statements

Total: \$ 1.00

D. Failing to allow inspection rights or provide information upon request

Total: \$ 1.00

5. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs on the Breach of the Governing Agreements claim against **Promisa, Inc.** that:

A. (i) Supermajority consent was necessary for the following significant transactions:

- | | | |
|---|--------------|------------------|
| 1. Comcast Settlement | Yes <u>X</u> | No <u> </u> |
| 2. Mundofox Transaction | Yes <u>X</u> | No <u> </u> |
| 3. Capital Call | Yes <u>X</u> | No <u> </u> |
| 4. Issuance of New Securities | Yes <u>X</u> | No <u> </u> |
| 5. Sale of Unsubscribed Shares to Okeechobee Television Corporation | | |
| | Yes <u>X</u> | No <u> </u> |
| 6. Romay loans | Yes <u>X</u> | No <u> </u> |

If you answered "Yes" to any of the items in Question 5A(i), then please proceed to Question 5(A)(ii).

If you answered "No" to all of the items in Question 5A(i), then please proceed to Question 5B.

(ii) Supermajority consent was not obtained for the following significant transactions:

- | | | |
|---|--------------|------------------|
| 1. Comcast Settlement | Yes <u>X</u> | No <u> </u> |
| 2. Mundofox Transaction | Yes <u>X</u> | No <u> </u> |
| 3. Capital Call | Yes <u>X</u> | No <u> </u> |
| 4. Issuance of New Securities | Yes <u>X</u> | No <u> </u> |
| 5. Sale of Unsubscribed Shares to Okeechobee Television Corporation | | |
| | Yes <u>X</u> | No <u> </u> |
| 6. Romay loans | Yes <u>X</u> | No <u> </u> |

B. (i) partial participation was a contractual prerequisite for a valid capital call?

Yes X No

If you answered "Yes" to Question 5B(i), then please proceed to Question 5(B)(ii).

If you answered "No" to Question 5B(i), then please proceed to Question 5C.

(ii) Promisa, Inc. failed to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Yes X No

Please proceed to Question 5C.

C. Promisa, Inc. failed to provide monthly and yearly financial statements

Yes X No

Please proceed to Question 5D.

D. Promisa, Inc. failed to allow inspection rights or provide information upon request

Yes X No

6. What is the amount of damages you award the Caribevision Plaintiffs for the Breach of Governing Agreements claim against **Promisa, Inc.** with regards to:

A. Failing to obtain supermajority consent for the following significant transactions:

1. Comcast Settlement Total: \$ 1.00

2. Mundofox Transaction Total: \$ 1.00

3. Capital Call Total: \$ 1.00

4. Issuance of New Securities Total: \$ 1.00

5. Sale of Unsubscribed Shares to Okeechobee Television Corp

Total: \$ 1.00

6. Romay loans

Total: \$ 1.00

- B. Failing to fulfill the contractual prerequisite of a valid capital call with at least partial participation prior to issuing equity securities

Total: \$ 1.00

- C. Failing to provide monthly and yearly financial statements

Total: \$ 1.00

- D. Failing to allow inspection rights or provide information upon request

Total: \$ 1.00

**BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING AGAINST AMERICA TEVE,
OKEECHOBEE TELEVISION CORP., AND PROMISA INC. FOR FAILURE TO FOLLOW VOTING
REQUIREMENTS AND THE JOINT VENTURE AGREEMENTS**

1. Do you find by the greater weight of the evidence for Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the "Caribevision Plaintiffs"), on Breach of Covenant of Good Faith and Fair Dealing claim against America Teve with regards to:

- a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

- | | | |
|---|--------------|------------------|
| 1. Comcast Settlement | Yes <u>X</u> | No <u> </u> |
| 2. Mundofox Transaction | Yes <u>X</u> | No <u> </u> |
| 3. Capital Call | Yes <u>X</u> | No <u> </u> |
| 4. Issuance of New Securities | Yes <u>X</u> | No <u> </u> |
| 5. Sale of Unsubscribed Shares to Okeechobee Television Corporation | | |
| | Yes <u>X</u> | No <u> </u> |
| 6. Romay loans | Yes <u>X</u> | No <u> </u> |

- b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Yes X No

- c. Failing to abide by the non-waivable duty of good faith and fair dealing in the governance of the Joint Venture Companies

Yes X No

If you answered "Yes" to any item in Question 1, then please proceed to Question 2.

If you answered "No" to all items in Question 1, then do not answer any more questions on the Breach of Covenant of Good Faith and Fair Dealing claim as to America Teve.

2. What is the amount of damages you award the Caribevision Plaintiffs, for the Breach of

Covenant of Good Faith and Fair Dealing claim against **America Teve** with regards to:

a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

1. Comcast Settlement Total: \$ 1.00

2. Mundofox Transaction Total: \$ 1.00

3. Capital Call Total: \$ 1.00

4. Issuance of New Securities Total: \$ 1.00

5. Sale of Unsubscribed Shares to Okeechobee Television Corp

Total: \$ 1.00

6. Romay loans Total: \$ 1.00

b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Total \$ 1.00

c. Failing to abide by the non-waivable duty of good faith and fair dealing in the governance of the Joint Venture Companies

Total \$ 1.00

3. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs, on the Breach of Covenant of Good Faith and Fair Dealing claim against **Okeechobee Television Corp.** with regards to:

a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

1. Comcast Settlement Yes X No _____

2. Mundofox Transaction Yes X No _____

3. Capital Call Yes X No _____

4. Issuance of New Securities Yes X No _____

5. Sale of Unsubscribed Shares to Okeechobee Television Corporation

Yes X No

6. Romay loans

Yes X No

- b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Yes X No

- c. Failing to abide by the non-waivable duty of good faith and fair dealing in the governance of the Joint Venture Companies

Yes X No

If you answered "Yes" to any item in Question 3, then please proceed to Question 4.

If you answered "No" to all items in Question 3, then do not answer any more questions on the Breach of Covenant of Good Faith and Fair Dealing claim as to Okeechobee Television Corp.

4. What is the amount of damages you award the Caribevision Plaintiffs for the Breach of Covenant of Good Faith and Fair Dealing claim against **Okeechobee Television Corp.** with regards to:

- a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

1. Comcast Settlement Total: \$ 1.00

2. Mundofox Transaction Total: \$ 1.00

3. Capital Call Total: \$ 1.00

4. Issuance of New Securities Total: \$ 1.00

5. Sale of Unsubscribed Shares to Okeechobee Television Corp

Total: \$ 1.00

6. Romay loans Total: \$ 1.00

- b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Total \$ 1.00

- c. Failing to abide by the non-waivable duty of good faith and fair dealing in the

governance of the Joint Venture Companies

Total \$ 1.00

5. Do you find by the greater weight of the evidence for the Caribevision Plaintiffs on the Breach of Covenant of Good Faith and Fair Dealing claim against Promisa, Inc. with regards to:

- a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

1. Comcast Settlement

Yes X No _____

2. Mundofox Transaction

Yes X No _____

3. Capital Call

Yes X No _____

4. Issuance of New Securities

Yes X No _____

5. Sale of Unsubscribed Shares to Okeechobee Television Corporation

Yes X No _____

6. Romay loans

Yes X No _____

- b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Yes X No _____

- c. Failing to abide by the non-waivable duty of good faith and fair dealing in the governance of the Joint Venture Companies

Yes X No _____

If you answered "Yes" to any item in Question 5, then please proceed to Question 6.

If you answered "No" to all items in Question 5, then do not answer any more questions on the Breach of Covenant of Good Faith and Fair Dealing claim as to Promisa, Inc.

6. What is the amount of damages you award the Caribevision Plaintiffs for the Breach of

Breach of Covenant of Good Faith and Fair Dealing claim against **Promisa, Inc.** with regards to:

a. Failing to abide by the voting procedures set forth in Section 4.03 for the following Significant Transactions

1. Comcast Settlement	Total:	\$ <u>1.00</u>
2. Mundofox Transaction	Total:	\$ <u>1.00</u>
3. Capital Call	Total:	\$ <u>1.00</u>
4. Issuance of New Securities	Total:	\$ <u>1.00</u>
5. Sale of Unsubscribed Shares to Okeechobee Television Corp	Total:	\$ <u>1.00</u>
6. Romay loans	Total:	\$ <u>1.00</u>

b. Failing to provide information to the Shareholders including monthly and annual financial statements and information requested pursuant to inspection rights

Total \$ 1.00

c. Failing to abide by the non-waivable duty of good faith and fair dealing in the governance of the Joint Venture Companies

Total \$ 1.00

BREACH OF DUTY OF LOYALTY AGAINST OMAR ROMAY, AMERICA TEVE, OKEECHOBEE

TELEVISION CORP., AND PROMISA INC.

1. Do you find by the greater weight of the evidence that a fiduciary relationship existed between Caribevision Holdings, Inc., Caribevision TV Network, LLC, and Caribevision Station Group, LLC, (collectively, the Caribevision Plaintiffs"), and **Omar Romay**, which created a fiduciary duty of loyalty toward the Caribevision Plaintiffs?

Yes X No

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Omar Romay.

2. Do you find by the greater weight of the evidence that **Omar Romay** breached a fiduciary duty of loyalty owed to the Caribevision Plaintiffs with regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

- b. Failing to properly inform the Caribevision Shareholders and board designees

regarding the business of the Joint Venture Companies

Yes X No

- c. Failing to provide financial and other corporate information

Yes X No

- d. Failing to comply with the Joint Venture Agreements to properly obtain the

required Supermajority Consent for the Capital Call

Yes X No

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

- f. Romay loans

Yes X No

If you answered "Yes" to any item in Question 2, then please proceed to

Question 3.

If you answered "No" to all items in Question 2, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Omar Romain.

3. Do you find by the greater weight of the evidence that **Omar Romain's** breach of fiduciary duty of loyalty was the legal cause of damage to the Caribevision Plaintiffs with regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

- b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Yes X No

- c. Failing to provide financial and other corporate information

Yes X No

- d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

- f. Romain loans

Yes X No

If you answered "Yes" to any item in Question 3, then please proceed to Question 4.

If you answered "No" to all items in Question 3, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Omar Romain.

4. What is the amount of damages you award the Caribevision Plaintiffs on the Breach of

Loyalty claim against the Defendants as to **Omar Romay** with regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Total: \$ 1,500,000.00

- b. Failing to properly inform the Caribevision Shareholders and board designees

regarding the business of the Joint Venture Companies

Total: \$ 1,500,000.00

- c. Failing to provide financial and other corporate information

Total: \$ 500,000.00

- d. Failing to comply with the Joint Venture Agreements to properly obtain the

required Supermajority Consent for the Capital Call

Total: \$ 2,300,000.00

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Total: \$ 3,400,000.00

f. Romay loans Total: \$ 8,500,000.00

5. Do you find by the greater weight of the evidence that a fiduciary relationship existed between the Caribevision Plaintiffs, and **America Teve**, which created a fiduciary duty of loyalty toward the Caribevision Plaintiffs?

Yes X No _____

If you answered "Yes" to Question 5, then please proceed to Question 6.

If you answered "No" to Question 5, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to America Teve.

6. Do you find by the greater weight of the evidence that **America Teve** breached a

fiduciary duty of loyalty owed to the Caribevision Plaintiffs With regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

- b. Failing to properly inform the Caribevision Shareholders and board designees
regarding the business of the Joint Venture Companies

Yes X No

- c. Failing to provide financial and other corporate information

Yes X No

- d. Failing to comply with the Joint Venture Agreements to properly obtain the
required Supermajority Consent for the Capital Call

Yes X No

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

- f. Romy loans

Yes X No

If you answered "Yes" to any item in Question 6, then please proceed to Question 7.

If you answered "No" to all items in Question 6, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to America Teve.

7. Do you find by the greater weight of the evidence that **America Teve's** breach of fiduciary duty of loyalty was the legal cause of damage to the Caribevision Plaintiffs with regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

- b. Failing to properly inform the Caribevision Shareholders and board designees
regarding the business of the Joint Venture Companies

Yes X No

c. Failing to provide financial and other corporate information

Yes X No

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

f. Romay loans

Yes X No

If you answered "Yes" to any item in Question 7, then please proceed to Question 8.

If you answered "No" to all items in Question 7, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to America Teve.

8. What is the amount of damages you award the Caribevision Plaintiffs on the Breach of Loyalty claim against the Defendants as to **America Teve** with regards to:

a. Failing to abide by the Joint Venture Agreements' voting procedures

Total: \$ 1.000

b. Failing to properly inform the Caribevision Shareholders and board designees

regarding the business of the Joint Venture Companies

Total: \$ 1.000

c. Failing to provide financial and other corporate information

Total: \$ 1.000

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Total: \$ 1.00

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Total: \$ 1.00

f. Romay loans

Total:

\$ 1.00

9. Do you find by the greater weight of the evidence that a fiduciary relationship existed between the Caribevision Plaintiffs and **Okeechobee Television Corp.**, which created a fiduciary duty of loyalty toward the Caribevision Plaintiffs?

Yes X No _____

If you answered "Yes" to Question 9, then please proceed to Question 10.

If you answered "No" to Question 9, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Okeechobee Television Corp.

10. Do you find by the greater weight of the evidence that **Okeechobee Television Corp.** breached a fiduciary duty of loyalty owed to the Caribevision Plaintiffs with regards to:

a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No _____

b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Yes X No _____

c. Failing to provide financial and other corporate information

Yes X No _____

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No _____

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No _____

f. Romay loans

Yes X No _____

If you answered "Yes" to any item in Question 10, then please proceed to Question 11.

If you answered "No" to all items in Question 10, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Okeechobee Television Corp.

11. Do you find by the greater weight of the evidence that **Okeechobee Television Corp's** breach of fiduciary duty of loyalty was the legal cause of damage to the Caribevision Plaintiffs with regards to:

a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No _____

b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Yes X No _____

c. Failing to provide financial and other corporate information

Yes X No _____

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No _____

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No _____

f. Romay loans

Yes X No _____

If you answered "Yes" to any item in Question 11, then please proceed to Question 12.

If you answered "No" to all items in Question 11, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Okeechobee Television Corp.

12. What is the amount of damages you award the Caribevision Plaintiffs on the Breach of Loyalty claim against the Defendants as to **Okeechobee Television Corp**?

a. Failing to abide by the Joint Venture Agreements' voting procedures

Total: \$ 1.00

b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Total: \$ 1.00

c. Failing to provide financial and other corporate information

Total: \$ 1.00

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Total: \$ 1.00

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Total: \$ 1.00

f. Romay loans Total: \$ 1.00

13. Do you find by the greater weight of the evidence that a fiduciary relationship existed between the Caribevision Plaintiffs and **Promisa, Inc**, which created a fiduciary duty of loyalty toward the Caribevision Plaintiffs?

Yes X No

If you answered "Yes" to Question 13, then please proceed to Question 14.

If you answered "No" to Question 13, then you need not answer any more questions on the claim of Breach of Duty of Loyalty as to Promisa, Inc.

14. Do you find by the greater weight of the evidence that **Promisa, Inc.** breached a fiduciary duty of loyalty owed to the Caribevision Plaintiffs with regards to:

a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Yes X No

c. Failing to provide financial and other corporate information

Yes X No

d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No

e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

f. Romy loans

Yes X No

If you answered "Yes" to any item in Question 14, then please proceed to Question 15.

If you answered "No" to all items in Question 14, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Promisa, Inc.

15. Do you find by the greater weight of the evidence that **Promisa, Inc's** breach of fiduciary duty of loyalty was the legal cause of damage to the Caribevision Plaintiffs with regards to:

a. Failing to abide by the Joint Venture Agreements' voting procedures

Yes X No

- b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Yes X No

- c. Failing to provide financial and other corporate information

Yes X No

- d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Yes X No

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Yes X No

- f. Romay loans

Yes X No

If you answered "Yes" to any item in Question 15, then please proceed to Question 16.

If you answered "No" to all items in Question 15, then do not answer any more questions on the claim of Breach of Duty of Loyalty as to Promisa Inc.

16. What is the amount of damages you award the Caribevision Plaintiffs on the Breach of Loyalty claim against the Defendants as to **Promisa, Inc.** with regards to:

- a. Failing to abide by the Joint Venture Agreements' voting procedures

Total: \$ 1.00

- b. Failing to properly inform the Caribevision Shareholders and board designees regarding the business of the Joint Venture Companies

Total: \$ 1.00

- c. Failing to provide financial and other corporate information

Total: \$ 1.00

- d. Failing to comply with the Joint Venture Agreements to properly obtain the required Supermajority Consent for the Capital Call

Total: \$ 1.00

- e. Failing to comply with the Joint Venture Agreements to issue equity securities

Total: \$ 1.00

f. Romay loans Total: \$ 1.00

**BREACH OF THE CONTRIBUTION AGREEMENT BY OKEECHOBEE TELEVISION CORP. AND
PROMISA, INC. AGAINST CARIBEVISION HOLDINGS, INC., CARIBEVISION TV NETWORK, LLC,
AND CARIBEVISION STATION GROUP, LLC**

1. Do you find by the greater weight of the evidence for Okeechobee Television Corp., and Promisa Inc., on the claim of Breach of the Contribution Agreement against **Caribevision Holdings, Inc.**, with regard to the following:

a. the replacement of the Santander loan obligation	Yes _____	No <u> X </u>
b. the Comcast transaction	Yes _____	No <u> X </u>
c. the Nazario lawsuit	Yes _____	No <u> X </u>

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Breach of the Contribution Agreement as to Caribevision Holdings, Inc.

2. What is the amount of damages you award Okeechobee Television Corp., and Promisa Inc. on the claim on the claim of Breach of the Contribution Agreement against **Caribevision Holdings, Inc.**, with regard to the following:

a. the replacement of the Santander loan obligation	Total \$ _____
b. the Comcast transaction	Total \$ _____
c. the Nazario lawsuit	Total \$ _____

3. Do you find by the greater weight of the evidence for Okeechobee Television Corp., and Promisa Inc., on the claim of Breach of the Contribution Agreement against **Caribevision TV Network, LLC** with regard to the following:

a. the replacement of the Santander loan obligation	Yes _____	No _____
b. the Comcast transaction	Yes _____	No _____
c. the Nazario lawsuit	Yes _____	No _____

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then do not answer any more questions on the claim of Breach of the claim of Breach of the Contribution Agreement as to Caribevision TV Network, LLC.

4. What is the amount of damages you award Okeechobee Television Corp., and Promisa Inc. on the claim on the claim of Breach of the Contribution Agreement against **Caribevision TV Network, LLC** with regard to the following:

- a. the replacement of the Santander loan obligation Total \$ _____
- b. the Comcast transaction Total \$ _____
- c. the Nazario lawsuit Total \$ _____

5. Do you find by the greater weight of the evidence for Okeechobee Television Corp., and Promisa Inc., on the claim of Breach of the Contribution Agreement against **Caribevision Station Group, LLC** with regard to the following:

- a. the replacement of the Santander loan obligation Yes _____ No _____
- b. the Comcast transaction Yes _____ No _____
- c. the Nazario lawsuit Yes _____ No _____

If you answered "Yes" to Question 5, then please proceed to Question 6.

If you answered "No" to Question 5, then do not answer any more questions on the claim of Breach of the Contribution Agreement as to Caribevision Station Group, LLC.

6. What is the amount of damages you award Okeechobee Television Corp., and Promisa Inc. on the claim on the claim of Breach of the Contribution Agreement against **Caribevision Station Group, LLC** with regard to the following:

- a. the replacement of the Santander loan obligation Total \$ _____
- b. the Comcast transaction Total \$ _____
- c. the Nazario lawsuit Total \$ _____

**BREACH OF THE AMENDED & RESTATED SHAREHOLDERS' AGREEMENT BY OKEECHOBEE
TELEVISION CORP. AND PROMISA, INC. AGAINST CARIBEVISION HOLDINGS, INC.**

1. Do you find by the greater weight of the evidence for Okeechobee Television Corp., and Promisa Inc., on the claim of Breach of the Amended & Restated Shareholders' Agreement against **Caribevision Holdings, Inc.** with regard to:

a. funding America-CV Station Group	Yes _____	No <u> X </u>
b. seeking to dissolve America-CV Station Group	Yes _____	No <u> X </u>

If you answered "Yes" to any item in Question 1, then please proceed to Question 2.

If you answered "No" to all items in Question 1, then do not answer any more questions on the claim of Breach of the Amended & Restated Shareholders' Agreements as to Caribevision Holdings, Inc.

2. What is the amount of damages you award Okeechobee Television Corp., and Promisa Inc. on the claim on the claim of Breach of the Amended & Restated Shareholders' Agreement against **Caribevision Holdings, Inc.** with regards to:

a. funding America-CV Station Group	Total \$ _____
b. seeking to dissolve America-CV Station Group	Total \$ _____

**BREACH OF THE OPERATING AGREEMENT BY AMERICA TEVE NETWORK, LLC AGAINST
CARIBEVISION TV NETWORK, LLC.**

1. Do you find by the greater weight of the evidence for America Teve Network, on the claim of Breach of the Operating Agreement against **Caribevision TV Network, LLC** with regard to:

a. funding America-CV Network, LLC	Yes _____	No <u> X </u>
b. seeking to dissolve America-CV Network, LLC	Yes _____	No <u> X </u>

If you answered "Yes" to any item in Question 1, then please proceed to Question 2.

If you answered "No" to all items in Question 1, then do not answer any more questions on the claim of Breach of the Operating Agreement as to Caribevision TV Network, LLC.

2. What is the amount of damages you award America Teve Network on the claim of Breach of the Operating Agreement against **Caribevision TV Network, LLC** with regard to:

a. funding America-CV Network, LLC	Total	\$ _____
b. suing to dissolve America-CV Network, LLC	Total	\$ _____

**UNJUST ENRICHMENT BY OMAR ROMAY AGAINST CARIBEVISION HOLDINGS, INC.,
CARIBEVISION TV NETWORK, LLC, AND/OR CARIBEVISION STATION GROUP, LLC**

1. Do you find by the greater weight of the evidence that Omar Romay gave a direct benefit to any of the following Counter-Defendants:

Caribevision Holdings, Inc.	Yes _____	No <u> X </u>
Caribevision TV Network, LLC	Yes _____	No <u> X </u>
Caribevision Station Group, LLC	Yes _____	No <u> X </u>

If you answered "Yes" to Question 1, then please proceed to Question 2.

If you answered "No" to Question 1, then do not answer any more questions on the claim of Unjust Enrichment.

2. Do you find by the greater weight of the evidence that any of the following Counter-Defendants knew of the benefit conferred by Omar Romay:

Caribevision Holdings, Inc.	Yes _____	No _____
Caribevision TV Network, LLC	Yes _____	No _____
Caribevision Station Group, LLC	Yes _____	No _____

If you answered "Yes" to Question 2, then please proceed to Question 3.

If you answered "No" to Question 2, then do not answer any more questions on the claim of Unjust Enrichment.

3. Do you find by the greater weight of the evidence that any of the following Counter-Defendants voluntarily accepted or retained the benefit conferred by Omar Romay:

Caribevision Holdings, Inc.	Yes _____	No _____
Caribevision TV Network, LLC	Yes _____	No _____
Caribevision Station Group, LLC	Yes _____	No _____

If you answered "Yes" to Question 3, then please proceed to Question 4.

If you answered "No" to Question 3, then do not answer any more questions on the claim of Unjust Enrichment.

4. Do you find by the greater weight of the evidence that any of the following Counter-Defendants should, in all fairness, be required to pay for the benefit conferred by Omar Romay:

Caribevision Holdings, Inc. Yes _____ No _____

Caribevision TV Network, LLC Yes _____ No _____

Caribevision Station Group, LLC Yes _____ No _____

If you answered "Yes" to Question 4, then please proceed to Question 5.

If you answered "No" to Question 4, then do not answer any more questions on the claim of Unjust Enrichment.

5. What is the amount of damages you award Omar Romay on the claim of Unjust Enrichment against any of the following Counter-Defendants:

Caribevision Holdings, Inc. Total \$ _____

Caribevision TV Network, LLC Total \$ _____

Caribevision Station Group, LLC Total \$ _____

**BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING BY OKEECHOBEE, PROMISA, AND
AMERICA TEVE NETWORK AGAINST CARIBEVISION HOLDINGS, INC., AND CARIBEVISION TV
NETWORK, LLC**

1. Do you find by the greater weight of the evidence for Okeechobee Television Corp., Promisa, Inc., and America Teve Network, LLC, (collectively, the "Counter-Plaintiffs"), on the Breach of Implied Covenant of Good Faith and Fair Dealing claim against **Caribevision Holdings, Inc.**, with regards to:

a. funding the Joint Venture

Yes _____

No ~~_____~~

b. managing the Joint Venture

Yes _____

No ~~_____~~

If you answered "Yes" to any item in Question 1, then please proceed to Question 2.

If you answered "No" to all items in Question 1, then do not answer any more questions on the Breach of Covenant of Good Faith and Fair Dealing claim as to Caribevision Holdings, Inc.

2. What is the amount of damages you award the Counter-Plaintiffs, for the Breach of Covenant of Good Faith and Fair Dealing claim against **Caribevision Holdings, Inc.** with regards to:

a. funding the Joint Venture

Total

\$ _____

b. managing the Joint Venture

Total

\$ _____

3. Do you find by the greater weight of the evidence for the Counter-Plaintiffs, on the Breach of Covenant of Good Faith and Fair Dealing claim against **Caribevision TV Network, LLC** with regards to:

a. funding the Joint Venture

Yes _____

No _____

b. managing the Joint Venture

Yes _____

No _____

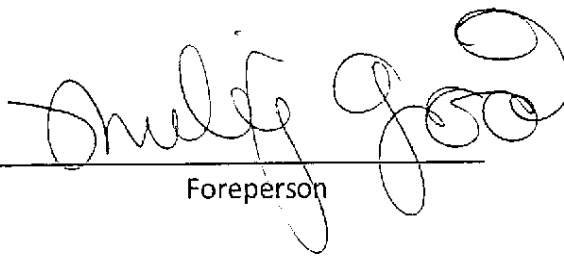
If you answered "Yes" to any item in Question 3, then please proceed to Question 4.

If you answered "No" to all items in Question 3, then do not answer any more questions on the Breach of Covenant of Good Faith and Fair Dealing claim as to Caribevision TV Network, LLC.

4. What is the amount of damages you award the Counter-Plaintiffs for the Breach of Covenant of Good Faith and Fair Dealing claim against **Caribevision TV Network, LLC**?

a. funding the Joint Venture	Total	\$ _____
b. managing the Joint Venture	Total	\$ _____

SIGNED AND DATED in Miami-Dade County, Florida this 2 day of November 2015.



Foreperson