
**PROVIDED PURSUANT TO SECTION 4.03(a)(iii) OF THE
INDENTURE DATED AS OF FEBRUARY 19, 2015 AMONG UNIVISION
COMMUNICATIONS INC., THE GUARANTORS PARTY THERETO AND
WILMINGTON TRUST, NATIONAL ASSOCIATION**

**PROVIDED PURSUANT TO SECTION 4.03(a)(iii) OF THE
INDENTURE DATED AS OF MAY 21, 2013 AMONG UNIVISION
COMMUNICATIONS INC., THE GUARANTORS PARTY THERETO AND
WILMINGTON TRUST, NATIONAL ASSOCIATION**

**PROVIDED PURSUANT TO SECTION 4.03(a)(iii) OF THE
INDENTURE DATED AS OF AUGUST 29, 2012 AMONG UNIVISION
COMMUNICATIONS INC., THE GUARANTORS PARTY THERETO AND
WILMINGTON TRUST, NATIONAL ASSOCIATION**

**PROVIDED PURSUANT TO SECTION 4.03(a)(iii) OF THE
INDENTURE DATED AS OF NOVEMBER 23, 2010 AMONG UNIVISION
COMMUNICATIONS INC., THE GUARANTORS PARTY THERETO AND
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER
TO WILMINGTON TRUST FSB**

**PROVIDED PURSUANT TO SECTION 4.03(a)(iii) OF THE
INDENTURE DATED AS OF OCTOBER 26, 2010 AMONG UNIVISION
COMMUNICATIONS INC., THE GUARANTORS PARTY THERETO AND
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER
TO WILMINGTON TRUST FSB**

Date of Event: April 21, 2015

UNIVISION COMMUNICATIONS INC.

(Exact name of Company as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

95-4398884
(IRS Employer
Identification No.)

605 Third Avenue, New York, New York
(Address of principal executive offices)

10158
(Zip Code)

(212) 455-5200
(Company's telephone number, including area code)

Issuance and Sale of Additional 5½% Senior Notes due 2025

Overview. On April 21, 2015 (the “Issue Date”), Univision Communications Inc. (the “Company”) issued \$810 million aggregate principal amount of its 5½% Senior Secured Notes due 2025 (the “New 2025 Notes”) under an Indenture, dated as of February 19, 2015 (the “Indenture”), among the Company, the guarantors party thereto and Wilmington Trust, National Association, as trustee (the “Trustee”). The New 2025 Notes were sold pursuant to a purchase agreement dated April 13, 2015 among the Company, the guarantors named therein and Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Barclays Capital Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Natixis Securities Americas LLC and Mizuho Securities USA Inc., as the several initial purchasers and sold by such initial purchasers, at a price for the New 2025 Notes equal to 101.375% of their par value plus accrued and unpaid interest from February 19, 2015. The net proceeds from the sale of the New 2025 Notes have been, and will be, used to pay the consideration for the Company’s offer to purchase (the “2020 Notes Tender Offer”) any and all of its outstanding 7½ Senior Secured Notes due 2020 (the “2020 Notes”), to pay fees and expenses in connection with the sale of the New 2025 Notes and the 2020 Notes Tender Offer and to redeem 2020 Notes remaining outstanding following the consummation of the 2020 Notes Tender Offer. The New 2025 Notes are additional notes under the Indenture pursuant to which the Company previously issued \$750 million aggregate principal amount of 5½% Senior Secured Notes due 2025 (the “Existing 2025 Notes” and together with the New 2025 Notes, the “Notes”). The New 2025 Notes are treated as a single series with the Existing 2025 Notes and have the same terms as the Existing 2025 Notes (except that the New 2025 Notes issued pursuant to Regulation S will trade separately under different CUSIP/ISIN numbers until 40 days after the Issue Date). The New 2025 Notes and the Existing 2025 Notes vote as one class under the Indenture. After the issuance of the New 2025 Notes, the Company has \$1.560 billion aggregate principal amount of the Notes outstanding.

The Notes will mature on February 15, 2025. The Company will pay interest on the Notes semi-annually in arrears on February 15 and August 15 of each year, commencing on August 15, 2015. Interest on the Notes will accrue at a rate of 5½% per annum and be payable in cash.

Guarantees and Collateral. All of the Company’s direct and indirect wholly owned domestic subsidiaries that guarantee the obligations under the Company’s senior secured credit facilities jointly and severally and unconditionally guarantee the Notes on a senior secured basis. The Notes and the related guarantees are secured by a first priority lien, subject to permitted liens and certain exceptions, on substantially all of the Company’s and the guarantors’ property and assets that secured the Company’s and such guarantors’ obligations under its senior secured credit facilities.

Ranking. The Notes are the Company’s senior secured obligations and rank equal in right of payment with all of the Company’s existing and future senior debt and other obligations, except that the Notes are effectively senior in right of payment to its existing and future unsecured senior obligations to the extent of the value of the collateral securing the Notes. The guarantees are each guarantor’s senior secured obligations and rank equal in right of payment with all of such guarantor’s existing and future senior debt, except that such guarantor’s guarantees are effectively senior in right of payment to such guarantor’s existing and future unsecured senior obligations to the extent of the value of the collateral securing such guarantees. The Notes and the related guarantees are effectively subordinated to any obligations that are secured by any of the Company’s or the guarantors’ assets that are not part of the collateral for the Notes and the related guarantees, as applicable, to the extent of the value of the assets securing such obligations. In addition, the Notes and the related guarantees are structurally subordinated to any obligations of the Company’s subsidiaries that are not guarantors of the Notes.

Security Documents. The Trustee and Deutsche Bank AG, New York Branch, as the collateral agent (the “Collateral Agent”), have entered into the Representative Supplement No. 12, dated as of the Issue Date, to the Intercreditor Agreement, dated as of July 9, 2009, among the Company, Univision of Puerto Rico Inc., the other grantors party thereto and the Collateral Agent as to the relative priorities of their respective security interest in the assets securing the Notes and the borrowings under the senior secured credit facilities and other first priority lien secured debt and certain other matters relating to the administration of security interests. The holders of the Notes have the benefit of security interests granted pursuant to the Collateral Agreement, dated as of July 9, 2009, among the Company, the subsidiaries of the Company party thereto and the Collateral Agent, the First-

Lien Trademark Security Agreement, dated as of July 9, 2009, among the Company, the additional grantors party thereto and the Collateral Agent, and the First-Lien Copyright Security Agreement, dated as of July 9, 2009, among the Company, the additional grantors party thereto and the Collateral Agent.

Offer to Purchase; Open Market Purchases. The Company is not required to make any sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase the Notes as described under “Change of Control” and “Asset Sale Proceeds” below. The Company may at any time and from time to time purchase Notes in the open market or otherwise.

Optional Redemption. The Company may redeem some or all of the Notes, in whole or in part, at any time prior to February 15, 2020, at a redemption price equal to 100% of the principal amount of Notes plus an applicable premium as of the date of redemption, and, without duplication, accrued and unpaid interest to the redemption date, subject to the rights of holders on the relevant record date to receive interest due on the relevant interest payment date. The applicable premium means, with respect to any Note on any redemption date, the greater of: (a) 1.0% of the principal amount of such Note on such redemption date; and (b) the excess, if any, of (i) the present value at such redemption date of (A) the redemption price of such Note at February 15, 2020 (such redemption price being set forth in the table below), plus (B) all required interest payments due on such Note through February 15, 2020 (excluding accrued but unpaid interest to the redemption date) computed using a discount rate equal to the Treasury Rate (as defined in the Indenture) as of such redemption date plus 50 basis points; over (ii) the principal amount of such Note on such redemption date.

On and after February 15, 2020, the Notes may be redeemed, at the Company’s option, in whole or in part, at any time and from time to time at the applicable redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) plus accrued and unpaid interest thereon to the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on February 15 of each of the years indicated below:

<u>Year</u>	<u>Percentage</u>
2020	102.563%
2021	101.708%
2022	100.854%
2023 and thereafter	100.000%

In addition, until February 15, 2018, the Company may, at its option on one or more occasions, redeem up to 40% of the then outstanding aggregate principal amount of the Notes at a redemption price equal to 105.125% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon to the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, with the net cash proceeds of one or more equity offerings to the extent such net cash proceeds are contributed to the Company; provided that at least 50% of the sum of the aggregate principal amount of the Notes originally issued under the Indenture and any additional Notes issued under the Indenture after the Issue Date remains outstanding immediately after the occurrence of such redemption; provided further that each such redemption occurs within 180 days of the date of closing of each such equity offering.

The Company may provide in such notice that payment of the redemption price and performance of its obligations with respect thereto may be performed by another person.

Change of Control. If the Company experiences a Change of Control (as defined in the Indenture), unless the Company has previously or concurrently sent a redemption notice with respect to all the outstanding Notes under the Indenture, it will be required to make an offer to repurchase the Notes at a price equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the date of purchase, subject to the right of holders of the Notes of record on a relevant record date to receive interest due on the relevant interest payment date.

Asset Sale Proceeds. If the Company or its subsidiaries engage in certain Asset Sales (as defined in the Indenture), the Company generally must either invest the net cash proceeds from such sales in its business within a specific period of time, prepay certain of its or the guarantors' secured debt or senior debt of non-guarantors or make an offer to purchase a principal amount of the Notes under the Indenture and certain other debt equal to the excess net cash proceeds. The purchase price of the Notes will be 100% of their principal amount plus accrued and unpaid interest, if any, to the date of purchase.

Covenants. The Indenture contains covenants limiting the Company's ability and the ability of its restricted subsidiaries to, among other things:

- incur additional debt or issue certain preferred stock or disqualified stock;
- pay dividends or make distributions on the Company's capital stock or redeem, repurchase or retire the Company's capital stock or subordinated debt;
- make certain investments;
- create liens on the Company's or its subsidiary guarantors' assets to secure debt;
- create restrictions on the payment of dividends or other amounts to the Company from its restricted subsidiaries that are not guarantors of the Notes;
- enter into transactions with affiliates;
- merge or consolidate with another person or sell or otherwise dispose of all or substantially all of the Company's assets;
- sell assets, including capital stock of the Company's subsidiaries; and
- designate the Company's subsidiaries as unrestricted subsidiaries.

No Registration Rights. Holders of the Notes do not have the benefit of any exchange or registration rights.

Events of Default. The Indenture also provides for customary events of default, including, without limitation, payment defaults, covenant defaults, cross acceleration defaults to certain other indebtedness in excess of specified amounts, certain events of bankruptcy and insolvency, judgment defaults in excess of specified amounts, the failure of any guarantee by a significant party to be in full force and effect and if security interest on the collateral ceases to be in full force and effect, except as otherwise permitted under the Indenture, the security documents and the intercreditor agreement, or is declared invalid or unenforceable. If any such event of default occurs and is continuing under the Indenture (other than bankruptcy events which shall result in automatic acceleration of the Notes), the Trustee or the holders of at least 25% in principal amount of the then total outstanding Notes may declare the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes issued under the Indenture to be due and payable immediately.