

UNIVISION COMMUNICATIONS INC.

LETTER OF TRANSMITTAL

To Tender in Respect of
7.875% Senior Secured Notes due 2020
(CUSIP No. 914906AH5)
(ISIN US914906AH57)
(CUSIP No. U91505AC8)
(ISIN USU91505AC81)
(CUSIP No. 914906AJ1)
(ISIN US914906AJ14)

Pursuant to the Offer to Purchase
dated April 14, 2015

THE OFFER (AS DEFINED BELOW) WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON April 20, 2015, UNLESS EXTENDED OR THE OFFER IS EARLIER TERMINATED BY THE OFFEROR (AS DEFINED BELOW) IN ITS SOLE DISCRETION (SUCH TIME, AS THE SAME MAY BE EXTENDED OR EARLIER TERMINATED, THE "EXPIRATION TIME"). TENDERED NOTES MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

The Depositary for the Offer is:

Global Bondholder Services Corporation

By Regular, Registered or Certified Mail; Hand or Overnight Delivery:
Global Bondholder Services Corporation
65 Broadway, Suite 404
New York, New York 10006
Attention: Corporate Actions

By Facsimile Transmission (for Eligible Institutions only):
(212) 430-3775
Attention: Corporate Actions

For Confirmation by Telephone:
(212) 430-3774

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FAX NUMBER OTHER THAN AS LISTED ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY. THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, NOTES, A NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS TO THE DEPOSITARY, INCLUDING DELIVERY THROUGH DTC AND ANY ACCEPTANCE OR AGENT'S MESSAGE DELIVERED THROUGH ATOP (AS DEFINED BELOW), IS AT THE ELECTION AND RISK OF HOLDERS.

Univision Communications Inc., a Delaware corporation (the "Offeror"), is offering to purchase for cash any and all of its outstanding 7.875% Senior Secured Notes due 2020, CUSIP No. 914906AH5, ISIN US914906AH57, CUSIP No. U91505AC8, ISIN USU91505AC81, CUSIP No. 914906AJ1 and US914906AJ14 (the "Notes"), from holders thereof (each, a "Holder" and collectively, the "Holders") upon the terms and subject to the conditions set forth in the Offer to Purchase dated April 14, 2015 (as it may be amended or supplemented from time to time, the "Statement") and in this Letter of Transmittal (as it may be amended or supplemented from time to time, the "Letter of Transmittal"), which together constitute the Offer (the "Offer"). As of April 14, 2015, we had $750,000,000 aggregate principal amount of Notes outstanding.

Holders should carefully review the information set forth in the Statement and this Letter of Transmittal.

All capitalized terms used herein and not defined herein have the meaning given to them in the Statement.

This Letter of Transmittal is to be completed by a Holder desiring to tender Notes unless such Holder is executing the tender through DTC's Automated Tender Offer Program ("ATOP"). **A Holder tendering through ATOP does not need to complete a Letter of Transmittal.**

Holders that are tendering by book-entry transfer to the Depositary's account at DTC can execute the tender through ATOP, for which the transaction will be eligible. DTC participants that are accepting the Offer must transmit their acceptance to DTC which will verify the acceptance and execute a book-entry delivery to the Depositary's account at DTC. DTC will then send an Agent's Message to the Depositary for its acceptance. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message.

For a description of certain procedures to be followed in order to tender Notes (through ATOP or otherwise), see "Terms of the Offer—Procedure for Tendering Notes" in the Statement and the Instructions to this Letter of Transmittal.

Delivery of documents to DTC does not constitute delivery to the Depositary.

Only Holders may validly tender their Notes. The undersigned should complete, execute and deliver this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Offer.

The undersigned authorizes the Depositary to deliver this Letter of Transmittal to the Offeror as evidence of the undersigned's tender of Notes.

TENDER OF NOTES

☐ CHECK HERE IF CERTIFICATES REPRESENTING TENDERED NOTES ARE ENCLOSED HEREWITH.

☐ CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

Date Tendered: _____

☐ CHECK HERE IF YOU ARE DELIVERING TENDERED NOTES PURSUANT TO A NOTICE OF GUARANTEED DELIVERY THAT YOU PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Names(s) of Tendering holder(s):

_____

Date of Execution of notice of guaranteed delivery:

_____

Name of Institution that Guaranteed Delivery:

_____

List below the Notes to which this Letter of Transmittal relates. If the space provided is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Notes will be accepted in base denominations of $2,000 and in integral multiples of $1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted.

DESCRIPTION OF NOTES TENDERED

Name(s) and Address(es) of Holder(s) (Please fill in, if blank)	**Certificate Numbers ***	**Aggregate Principal Amount Represented ****	**Principal Amount Tendered ****

*	Need not be completed by Holders tendering by book entry transfer (see below).
**	Unless otherwise indicated in the column labeled "Principal Amount Tendered" and subject to the terms and conditions set forth in the Statement, a Holder will be deemed to have tendered the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount Represented." See Instruction 7.

If not already printed above, the name(s) and address(es) of the registered Holder(s) should be printed exactly as they appear on the certificate(s) representing Notes tendered hereby or, if tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of the Notes.

The Offer is not being made to, and tenders will not be accepted from or on behalf of, Holders in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the laws of such jurisdiction.

SETTLEMENT DATE

Subject to the terms and conditions set forth herein, the Offeror expects to accept for purchase one business day following the Expiration Time all of the Notes that are validly tendered and not validly withdrawn at or prior to the Expiration Time (the date of such acceptance, the "Acceptance Date"). With respect to Notes accepted for purchase on the Acceptance Date, if any, the Holders thereof will receive payment of the Notes Consideration for such accepted Notes on the Settlement Date, which date will be the date on or promptly after the Acceptance Date on which the Offeror deposits with DTC the aggregate Notes Consideration for Notes accepted for purchase on the Acceptance Date, together with an amount equal to Accrued Interest thereon, being referred to as the "Settlement Date." Accrued Interest will cease to accrue on the Settlement Date for all Notes accepted in the Offer. Notes will be accepted for purchase in base denominations of $2,000 and in integral multiples of $1,000 in excess thereof. All references to "$" are to U.S. dollars.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Univision Communications Inc., a Delaware corporation (the "Offeror"), upon the terms and subject to the conditions set forth in the Offer to Purchase dated April 14, 2015 (as it may be amended or supplemented from time to time, the "Statement"), receipt of which is hereby acknowledged, and this Letter of Transmittal, the principal amount of Notes indicated in the table above entitled "Description of Notes Tendered" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table). The undersigned agrees to all of the terms and conditions of the Offer. Capitalized terms used herein and not defined herein have the meanings given to them in the Statement.

Subject to, and effective upon, the acceptance for payment of, and payment for, the principal amount of Notes tendered herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby (a) sells, assigns and transfers to or upon the order of the Offeror all right, title and interests in and to all of the Notes tendered hereby and (b) waives any and all other rights with respect to such Notes. The undersigned hereby irrevocably constitutes and appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Depositary also acts as the agent of the Offeror) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) present such Notes and all evidences of transfer and authenticity to, or transfer ownership of such Notes on the account books maintained by DTC to, or upon the order of, the Offeror, (ii) present such Notes for transfer of ownership on the books of the Offeror and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Notes, all in accordance with the terms and conditions of the Offer as described in the Statement.

The undersigned understands that tenders of Notes before the Expiration Time may be validly withdrawn by complying with the procedures described in the Statement and this Letter of Transmittal, at any time before the Expiration Time, but not thereafter, provided, however, that if the Offeror is required by law to permit withdrawal, then previously tendered Notes may be validly withdrawn to the extent required.

The undersigned acknowledges and agrees that a tender of Notes pursuant to any of the procedures described in the Statement and in the instructions hereto and an acceptance of such Notes by the Offeror will constitute a binding agreement between the undersigned and the Offeror upon the terms and subject to the conditions of the Offer, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

The undersigned understands that, under certain circumstances and subject to the conditions of the Offer (each of which the Offeror may waive, in its sole discretion) set forth in the Statement, the Offeror may not be required to accept for payment any of the Notes tendered in the Offer. Any Notes not accepted for payment in the Offer will be returned promptly to the undersigned at the address set forth above unless otherwise listed in the boxes below labeled "Special Delivery Instructions" or "Special Payment Instructions."

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby, and (b) when such tendered Notes are accepted for payment and paid for by the Offeror pursuant to the Offer, the Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or by the Offeror to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

The Offeror is not required to accept for purchase any Notes tendered after the Expiration Time. The Expiration Time may be extended, as described in the Statement.

No authority conferred or agreed to be conferred by this Letter of Transmittal shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

In consideration for the purchase of Notes pursuant to the Offer, the undersigned hereby waives, releases, forever discharges and agrees not to sue the Offeror or its former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown (excluding any liability arising under U.S. federal securities laws in connection with the Offer), by reason of any act, omission, transaction or occurrence, that the undersigned ever had, now has or hereafter may have against the Offeror as a result of or in any manner related to the undersigned's purchase, ownership or disposition of the Notes pursuant to the Offer or any decline in the value thereof. Without limiting the generality or effect of the foregoing, upon the purchase of Notes pursuant to the Offer, the Offeror shall obtain all rights relating to the undersigned's ownership of Notes (including, without limitation, the right to all interest payable on the Notes) and any and all claims relating thereto.

All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Offeror, in its sole discretion, and such determination shall be final and binding.

Unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the undersigned (and, in the case of Notes tendered by book-entry transfer, by credit to the undersigned's account at DTC). Unless otherwise indicated herein under "Special Payment Instructions," the undersigned hereby request(s) that any checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and delivered to, the undersigned.

In the event that the "Special Delivery Instructions" box is completed, the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the person(s) at the address(es) therein indicated. The undersigned recognizes that the Offeror has no obligation pursuant to the "Special Delivery Instructions" box to transfer any Notes from the names of the registered Holder(s) thereof if the Offeror does not accept for purchase any of the principal amount of such Notes so tendered. In the event that the "Special Payment Instructions" box is completed, the undersigned hereby request(s) that checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and be delivered to, the person(s) at the address(es) therein indicated.

SPECIAL DELIVERY INSTRUCTIONS (See Instructions 1, 2, 3 and 4)	**SPECIAL PAYMENT INSTRUCTIONS** (See Instructions 1, 2, 3 and 4)
To be completed ONLY if Notes in a principal amount not tendered or not accepted for purchase are to be issued in the name of someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the table entitled "Description of Notes Tendered" in this Letter of Transmittal. Deliver: ☐ Notes ☐ Checks (check as applicable) Name: _____ **(Please Print)** Address: _____ _____ **(Include Zip Code)** _____ **(Tax identification or social security number)** ☐ Check here to direct a credit of Notes not tendered or not accepted for payment to be delivered by book-entry transfer to an account at DTC. _____ (**DTC Account Number)** Name of Account Party: _____	To be completed ONLY if checks are to be issued payable to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the table entitled "Description of Notes Tendered" in this Letter of Transmittal. Issue: ☐ Notes ☐ Checks (check as applicable) Name: _____ **(Please Print)** Address: _____ _____ **(Include Zip Code)** _____ **(Tax identification or social security number)**

PLEASE COMPLETE AND SIGN BELOW

(This page is to be completed and signed by all tendering Holders except Holders executing the tender through DTC's ATOP)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders the principal amount of Notes listed in the table above labeled "Description of Notes Tendered" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table).

Signature(s): _____

_____

(Must be signed by the registered Holder(s) exactly as the name(s) appear(s) on certificate(s) representing the tendered Notes or, if the Notes are tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of such Notes. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth the full title and see Instruction 1.)

Dated: _____

Name(s): _____
(Please Print)

Capacity: _____

Address: _____

_____
(Including Zip Code)

Area Code and Telephone Number:( ) _____

Tax Identification or Social Security Number: _____

Medallion Signature Guarantee
(Only If Required—See Instructions 1 and 2)

Authorized Signature of Guarantor: _____

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

[Place Seal Here**]**

Instructions for Holders forming part of the Terms and Conditions of the Offer

1. *Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements.* If this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby, the signatures must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of the Notes tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Notes.

If any of the Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any of the Notes tendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Offeror of such person's authority to so act must be submitted.

When this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Notes not tendered or purchased are to be issued, to a person other than the registered Holder(s), in which case signatures on such Notes or instruments of transfer must be guaranteed by a Medallion Signature Guarantor.

Unless this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes), such Notes must be endorsed or accompanied by appropriate instruments of transfer and each such endorsement or instrument of transfer must be signed exactly as the name or names of the registered Holder(s) appear on the Notes (or as the name of such participant appears on a security position listing as the owner of such Notes); signatures on each such endorsement or instrument of transfer must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution (as defined below).

2. *Signature Guarantees.* Signatures on this Letter of Transmittal must be guaranteed by a firm that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program, or the Stock Exchange Medallion Program (generally a member of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc., or a commercial bank or trust company having an office in the United States) (an "Eligible Institution"), unless (a) the Letter of Transmittal is signed by the registered Holder of the Notes tendered therewith (or by a participant in DTC whose name appears on a security position listing it as the owner of such Notes) and payment of the Notes Consideration is to be made, or if any Notes for principal amounts not tendered or not accepted for purchase are to be issued, directly to such Holder (or, if tendered by a participant in DTC, any Notes for principal amounts not tendered or not accepted for purchase are to be credited to such participant's account at DTC) and neither the "Special Payment Instructions" box nor the "Special Delivery Instructions" box on the Letter of Transmittal has been completed, or (b) such Notes are tendered for the account of an Eligible Institution.

3. *Transfer Taxes.* Except as set forth in this Instruction 3, the Offeror will pay or cause to be paid any transfer taxes with respect to the transfer and sale of Notes to it, or to its order, pursuant to the Offer. If payment is to be made to, or if Notes not tendered or purchased are to be registered in the name of or delivered to, any persons other than the registered owners, or if tendered Notes are registered in the name of any persons other than the persons signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

4. *Tax Withholding.* A Holder that is a U.S. person (as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended) whose Notes are tendered and accepted for payment may be subject to information reporting and backup withholding at the rate of 28% with respect to the gross proceeds from the sale of such Notes, unless such Holder (i) is a C corporation or other "exempt recipient" and, when required, establishes this exemption or (ii) in the case of backup withholding, provides the Holder's correct taxpayer identification number (which, in the case of an individual, generally is his or her social security number), certifies that the Holder is not

currently subject to backup withholding and otherwise complies with applicable requirements of the backup withholding rules. A Holder can satisfy these requirements by completing and submitting the enclosed Substitute Form W-9 to the Depositary. A Holder that is a U.S. person and does not provide the Depositary with the Holder's correct taxpayer identification number may be subject to penalties imposed by the Internal Revenue Service (the "IRS"). Backup withholding is not an additional tax; any amount so withheld may be credited against the Holder's U.S. federal income tax liability. If backup withholding results in an overpayment of U.S. federal income taxes, a refund may be obtained from the IRS, provided that the required information is timely furnished to the IRS. Holders that are not U.S. persons should not complete the Substitute Form W-9, but must instead complete and submit to the Depositary a Form W-8BEN or W-8BEN-E, Form W-8ECI, or Form W-8IMY, as appropriate, to establish their exempt status as non-U.S. persons. These forms may be obtained from the Depositary or the IRS at its website: *www.irs.gov.* For a general discussion of the U.S. tax consequences of the Offer, Holders should review the section of the Statement entitled "Certain United States Federal Income Tax Consequences."

Payments attributable to Accrued Interest made to a Holder that is not a U.S. person will be subject to 30% U.S. federal withholding tax unless the Holder provides proper certification on an applicable IRS Form W-8.

5. *Withdrawal of Tenders.* Notes tendered at or prior to the Expiration Time may be withdrawn at any time at or prior to the Expiration Time. In addition, tendered Notes may be withdrawn at any time after the 60th business day after the commencement of the offer if for any reason the offer has not been consummated within 60 business days after commencement. In the event of a termination of the Offer with respect to the Notes, such Notes will be credited to the account maintained at DTC from which such Notes were delivered or certificates for such Notes will be returned to such tendering Holders.

If the Offeror makes a material change in the terms of the Offer or the information concerning the Offer, with respect to the Notes, the Offeror will disseminate additional offering materials and extend the Offer to the extent required by law. In addition, any extension or amendment of the Expiration Time with respect to the Notes will be followed as promptly as practicable by public announcement thereof to be issued no later than 9:00 a.m., New York City time, on the next New York City business day after the previously scheduled Expiration Time. Without limiting the manner in which any public announcement may be made, the Offeror shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release to Business Wire.

For a permitted withdrawal of tendered Notes to be effective, a written or facsimile transmission notice of withdrawal (or a properly transmitted "Request Message" through ATOP) must be received by the Depositary at or prior to the Expiration Time at its address set forth on the cover of this Letter of Transmittal. Any such notice of withdrawal must (i) specify the name of the person who tendered the Notes to be withdrawn (or, if tendered by book-entry transfer, the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes), (ii) contain the description of the Notes to be withdrawn, the certificate numbers shown on the particular certificates evidencing such Notes (unless such Notes were tendered by book-entry transfer) and the aggregate principal amount represented by such Notes, (iii) if other than a notice transmitted through ATOP, be signed by the Holder of such Notes in the same manner as the original signature on the Letter of Transmittal by which such Notes were tendered (including any required signature guarantees), or be accompanied by (x) documents of transfer sufficient to have the trustee for such Notes register the transfer of the Notes into the name of the person withdrawing such Notes and (y) a properly completed irrevocable proxy authorizing such person to effect such withdrawal on behalf of such Holder and (iv) specify the name in which such Notes are to be registered if different from the person who tendered such Notes pursuant to such documents of transfer (or, in the case of Notes transferred by book-entry transfer, the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes). If the Notes to be withdrawn have been delivered or otherwise identified to the Depositary, a signed notice of withdrawal is effective immediately upon written or facsimile notice of such withdrawal, even if physical release is not yet effected.

Any permitted withdrawal of Notes may not be rescinded. Any Notes properly withdrawn will thereafter be deemed not validly tendered for purposes of the Offer, provided, however, that withdrawn Notes may be re-tendered by again following one of the appropriate procedures described herein at any time at or prior to the Expiration Date.

All questions as to the validity, form and eligibility (including time of receipt) of notices of withdrawal will be determined by the Offeror, in its sole discretion (whose determination shall be final and binding). Neither the Offeror, the Depositary, the Information Agent, the Dealer Managers nor any other person will be under any duty to

give notification of any defects or irregularities in any notice of withdrawal, or incur any liability for failure to give any such notification.

6. *Requests for Assistance or Additional Copies.* If a Holder of Notes has questions about the Offer or procedures for accepting the Offer, the Holder should call the Dealer Managers, the Solicitation Agent or the Information Agent at their telephone numbers set forth on the last page of this Letter of Transmittal. If a Holder would like additional copies of the Statement or this Letter of Transmittal, the Holder should contact the Information Agent at the web address and the telephone numbers set forth on the last page of this Letter of Transmittal.

7. *Partial Tenders.* Tender instructions of Notes will be accepted in base denominations of $2,000 and in integral multiples of $1,000 in excess thereof. If less than the entire principal amount of any Note is tendered, the tendering Holders should fill in the principal amount tendered in the fourth column of the table entitled "Description of Notes Tendered" above. The entire principal amount of Notes delivered to the Depositary will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Notes is not tendered, then substitute Notes for the principal amount of Notes not tendered and purchased pursuant to the Offer will be sent to the Holder at his or her registered address or otherwise to the Holder's account, unless a different address or account is provided in the appropriate box on this Letter of Transmittal, promptly after the delivered Notes are accepted for partial tender.

Notwithstanding any other provision of the Offer and the Solicitation, the consummation of the Offer and the Offeror's obligation to accept for purchase, and to pay for, Notes validly tendered (and not validly withdrawn) pursuant to the Offer. The Offer is also subject to the satisfaction of or waiver of certain conditions, including (a) the Offeror's successful completion of one or more debt financing transactions, including potential debt securities offerings, in an amount sufficient to (i) fund the purchase of validly tendered Notes accepted for purchase in the Offer and (ii) pay all fees and expenses associated with the foregoing financing, the Offer and the Solicitation, all on terms acceptable to the Offeror in its sole discretion, and (b) satisfaction of the other conditions set forth in "Terms of the Offer—Conditions to the Offer." The Offeror reserves the right to amend or waive any of the conditions of the Offer, in whole or in part, at any time or from time to time, in its sole discretion.

8. *Substitute Form W-9***.** Each tendering U.S. Holder (or other payee that is a U.S. person) is required (i) to provide the Depositary with a correct taxpayer identification number ("TIN"), generally the Holder's social security or federal employer identification number, and with certain other information, on the attached Substitute Form W-9, and to certify that the Holder (or other payee) is not subject to backup withholding or (ii) to otherwise establish a basis for exemption from backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering Holder (or other payee) to a $50 penalty imposed by the IRS and 28% federal income tax backup withholding on any payment made to such Holder (or other payee). If a nonexempt Holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, such Holder should write "Applied For" in the space for the TIN provided on the attached Substitute Form W-9, check the box in Part IV and complete the attached "Certificate of Awaiting Taxpayer Identification Number" in order to prevent backup withholding. In the event that such Holder fails to provide a TIN to the Depositary by the time of payment, the Depositary must backup withhold 28% of the payments made to such Holder.

9. *Irregularities.* All determinations as to the validity, form, eligibility (including time of receipt) and acceptance of any tendered Notes pursuant to any of the procedures described above will be made by the Offeror in its sole discretion (whose determination shall be final and binding). The Offeror expressly reserves the absolute right, in its sole discretion, subject to applicable law, to reject any or all tenders of any Notes determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Notes may, in the opinion of counsel to the Offeror, be unlawful. The Offeror also reserves the absolute right, in its sole discretion, subject to applicable law, to waive or amend any of the conditions of the Offer, or to waive any defect or irregularity in any tender with respect to Notes of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. The Offeror's interpretation of the terms and conditions of the Offer (including this Letter of Transmittal and the Instructions hereto) will be final and binding. None of the Offeror, the Depositary, the Dealer Managers, the Information Agent, the Trustee or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification.

10. *Waiver of Conditions***.** The Offeror expressly reserves the right prior to the Expiration Date to waive (or to seek to waive) any of the conditions to the Offer, in whole or in part, at any time and from time to time.

11. *Mutilated, Lost, Stolen or Destroyed Certificates*. If a Holder desires to tender Notes, but the certificates evidencing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact the Trustee to receive information about the procedures for obtaining replacement certificates for Notes.

12. *Delivery of this Letter of Transmittal and Certificates for Notes or Book-Entry Confirmations; Guaranteed Delivery Procedures.*

You should use this Letter of Transmittal only if you are (a) forwarding Notes with this Letter of Transmittal or (b) going to deliver certificates under a notice of guaranteed delivery previously sent to the depositary. In order for you to properly tender Notes, the depositary must receive certificates for all physically tendered Notes, or a confirmation of a book-entry transfer of all Notes delivered electronically into the depositary's account at the book-entry transfer facility, together in each case with a properly completed and duly executed Letter of Transmittal, or an Agent's Message in connection with book-entry transfer, and any other documents required by this Letter of Transmittal, at one of its addresses set forth in this Letter of Transmittal by the Expiration Time.

Guaranteed Delivery. If you cannot deliver your Notes and all other required documents to the depositary, or if your Notes are not immediately available, by the Expiration Time, or the procedure for book-entry transfer cannot be completed on a timely basis, you may tender your Notes pursuant to the guaranteed delivery procedure described in the Offer to Purchase by or through any eligible institution. To comply with the guaranteed delivery procedure, you must: (1) properly complete and duly execute a notice of guaranteed delivery substantially in the form provided to you by the Company, including (where required) a signature guarantee by an eligible institution in the form set forth in the notice of guaranteed delivery; (2) arrange for the depositary to receive the notice of guaranteed delivery by the Expiration Time; and (3) ensure that the depositary receives the certificates for all physically-tendered Notes or book-entry confirmation of electronic delivery of Notes, as the case may be, together with a properly completed and duly executed Letter of Transmittal with any required signature guarantees or an Agent's Message, and all other documents required by this Letter of Transmittal, within two business days after receipt by the depositary of such notice of guaranteed delivery, all as provided in the Offer to Purchase.

The notice of guaranteed delivery may be delivered by facsimile transmission or mail to the depositary and must include, if necessary, a guarantee by an eligible guarantor institution in the form set forth in such notice. For Notes to be properly tendered under the guaranteed delivery procedure, the depositary must receive the notice of guaranteed delivery before the Expiration Time. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, such will be bound by the terms of the Offer.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF SUCH NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES WILL BE MADE NO LATER THAN THE CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY AFTER THE EXPIRATION TIME; PROVIDED, THAT ACCRUED INTEREST WILL CEASE TO ACCRUE ON THE SETTLEMENT DATE FOR ALL NOTES ACCEPTED IN THE OFFER, INCLUDING THOSE TENDERED BY THE GUARANTEED DELIVERY PROCEDURES SET FORTH ABOVE AND UNDER NO CIRCUMSTANCES WILL ADDITIONAL INTEREST ON THE NOTES CONSIDERATION BE PAID BY THE OFFEROR AFTER THE SETTLEMENT DATE BY REASON OF ANY DELAY ON THE PART OF THE GUARANTEED DELIVERY PROCEDURES.

The method of delivery of this Letter of Transmittal, Notes, the Notice of Guaranteed Delivery and all other required documents to the Depositary, including delivery through DTC and any acceptance or Agent's Message delivered through ATOP, is at the election and risk of Holders. If such delivery is by mail, it is suggested that Holders use properly insured registered mail, return receipt requested, and that the mailing be sufficiently in advance of the Expiration Time to permit delivery to the Depositary prior to such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Depositary. This Letter of Transmittal and the Notes should be sent only to the Depositary, not to the Offeror, DTC, the Trustee, the Information Agent or the Dealer Managers.

All tendering Holders, by execution of this Letter of Transmittal, waive any right to receive any notice of the acceptance of their Notes for purchase.

13. *Expiration Time*. The Expiration Time means, with respect to the Offer, 5:00 p.m., New York City time, April 20, 2015, or any later time and date to which the Offeror in its sole discretion (subject to applicable law) extends the Offer.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION

NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER. Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer. All section references, unless otherwise indicated, are to the Internal Revenue Code of 1986, as amended.

For this type of account	Give the SOCIAL SECURITY number of—	For this type of account	Give the EMPLOYER IDENTIFICATION number of—
1. Individual	The individual	1. Disregarded entity not owned by an individual	The owner
		2. A valid trust, estate, or pension trust	The legal entity (4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account (1)	3. Corporation or LLC electing corporate status on IRS Form 8832 or 2553	The corporation
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor (2)	4. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee (1)	5. Partnership or multi-member LLC	The partnership
b. So-called trust account that is not a legal or valid trust under State law	The actual owner (1)	6. A broker or registered nominee	The broker or nominee
5. Sole proprietorship or disregarded entity owned by an individual	The owner (3)	7. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district, or prison) that receives agricultural program payments	The public entity
6. Grantor trust filing under the Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor (5)	8. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one).

(4) List first and circle the name of the trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

(5) Grantor also must provide a Form W-9 to trustee of trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

PAGE 2

Obtaining a Number
If you do not have a taxpayer identification number or you do not know your number, obtain Form SS-5, Application for a Social Security Card (for individuals), Form SS-4, Application for Employer Identification Number (for business and all other entities), or Form W-7, Application for IRS Individual Taxpayer Identification Number (for alien individuals required to file U.S. tax returns) and apply for a number. You may obtain these forms at an office of the Social Security Administration or from the Internal Revenue Service or "IRS" (web site at www.irs.gov).

Payees Exempt from Backup Withholding
Payees specifically exempted from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a), or an IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A financial institution.
- A corporation.
- A dealer in securities or commodities required to register in the Unites States, the District of Columbia, or a possession of the Unites States.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A middleman known in the investment community as a nominee or custodian.
- A trust exempt from tax under section 664 or described in section 4947.

In general, payments that are not subject to information reporting are not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A, and 6050N, and their regulations.

Exempt payees described above should file a Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM, AND RETURN IT TO THE PAYER.

If you are a nonresident alien or a foreign entity not subject to backup withholding, please complete, sign and return an appropriate Form W-8 (which may be obtained from the Depositary or the IRS website at www.irs.gov) to establish your exemption from backup withholding.

Privacy Act Notice. Section 6109 requires you to give taxpayer identification numbers to payers who must file an information return with the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal non-tax criminal laws and to combat terrorism. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties
(1) Penalty for Failure to Furnish Taxpayer Identification Number. If you fail to furnish your correct taxpayer identification number to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
(2) Civil Penalty for False Statements with Respect to Withholding. If you make a false statement with no reasonable basis which results in no backup withholding, you are subject to a penalty of $500.
(3) Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
(4) Misuse of Taxpayer Identification Number. If the requester discloses or uses taxpayer identification numbers in violation of Federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX ADVISOR OR THE IRS.

PAYOR'S NAME: Global Bondholder Services Corporation, as Depositary		
SUBSTITUTE **Form W-9** Department of the Treasury, Internal Revenue Service **Payer's Request for Taxpayer Identification Number ("TIN") and Certification**	**Part I** - PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW	TIN: _____ Social Security Number or Employer Identification Number
	Part II -- For Payees exempt from backup withholding, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 and complete as instructed therein. **Part III** -- Certification -- Under penalties of perjury, I certify that: (1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). **Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). **Part IV –** Check the box if you are awaiting your TIN ☐	

SIGNATURE: _____ DATE: _____, 20__

NAME: _____

ADDRESS: _____

ENTITY TYPE: ☐Individual/ Sole Proprietor ☐Corporation ☐Partnership ☐Other (specify)

NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING YOUR TIN.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a TIN has not been issued to me, and either (1) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all payments pursuant to the Offer made to me thereafter will be withheld until I provide a number. If I do not provide a TIN by the Settlement Date, any amounts withheld will be sent to the IRS as backup withholding.

Signature: _____ Date: _____, 20__

Any questions or requests for assistance or additional copies of this Letter of Transmittal, the Notice of Guaranteed Delivery or the Statement may be directed to the Information Agent at the telephone numbers and address listed below. A Holder may also contact the Dealer Manager, at its telephone number set forth below or such Holder's broker, dealer, commercial bank, trust company or nominee for assistance concerning the Offer.

Copies of this Statement, the related Letter of Transmittal and the Notice of Guaranteed Delivery are also available at the following web address:

http://www.gbsc-usa.com/Univision/

The Information Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway, Suite 404

New York, NY 10006

Call Toll-Free (866) 470-4300
Banks and Broker Only: (212) 430-3774

Email: info@gbsc-usa.com

The Depositary for the Offer is:

Global Bondholder Services Corporation

By Hand, Overnight Delivery or Mail (Registered or Certified Mail Recommended):	*By Facsimile Transmission (for Eligible Institutions only):*
Global Bondholder Services Corporation	*By Facsimile (for Eligible Institutions only):*
Attention: Corporate Actions	(212) 430-3775
65 Broadway, Suite 404	*Confirmation:*
New York, NY 10006	(212) 430-3774

The Dealer Managers for the Offer are:

Deutsche Bank Securities Inc.

60 Wall Street
New York, New York 10005
Attention: Liability Management Group
(212) 250-7527 (Call Collect)
U.S. Toll Free: (855) 287-1922

BofA Merrill Lynch
214 North Tryon Street
Charlotte, North Carolina 28255
Attn: Debt Advisory
(888) 292-0070 (Call U.S. Toll-Free)
(980) 388-3646 (Call Collect)

Barclays Capital Inc.
745 7th Avenue, 5th Floor
New York, New York 10019
Attention: Liability Management Group
Toll Free: (800) 438-3242
Collect: (212) 528-7581

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010
Attn: Liability Management Group
Collect: (212) 325-2476
U.S. Toll Free: (800) 820-1653

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Liability Management
Call Collect: (212) 270-1200
Toll Free: (800) 245-8812

Wells Fargo Securities, LLC
550 South Tryon Street, 5th Floor
Charlotte, North Carolina 28202
Attention: Liability Management Group
U.S. Toll Free: (866) 309-6316
Collect: (704) 410-4760

Natixis Securities Americas LLC
1251 Avenue of the Americas, 4th Floor
New York, NY 10020
Attention: Debt Capital Markets
(212) 891-6206 (Call Collect)

Mizuho Securities USA Inc.
320 Park Avenue
12th Floor, New York, NY 10022
Attention: Liability Management
Collect: (212) 205-7736