

HEMISPHERE MEDIA GROUP, INC.  
Form S-4/A  
March 01, 2013

Table of Contents

As filed with the Securities and Exchange Commission on March 1, 2013

Registration No. 333-186210

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**Amendment No. 1  
to**

**FORM S-4**

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**Hemisphere Media Group, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**4841**  
(Primary Standard Industrial  
Classification Code Number)  
**Hemisphere Media Group, Inc.**  
**c/o Cine Latino, Inc.**  
**2000 Ponce de Leon Boulevard**  
**Suite 500**  
**Coral Gables, FL 33134**  
**(212) 503-2860**

**80-0885255**  
(I.R.S. Employer  
Identification No.)

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Alan Sokol**  
**Chief Executive Officer**  
**c/o Cine Latino, Inc.**  
**2000 Ponce de Leon Boulevard**  
**Suite 500**  
**Coral Gables, FL 33134**  
**(305) 421-6364**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

**Jeffrey D. Marell, Esq.**  
**Tracey A. Zaccone, Esq.**  
**Paul, Weiss, Rifkind, Wharton & Garrison LLP**  
**1285 Avenue of the Americas**  
**New York, New York 10019-6064**  
**(212) 373-3000**

**Alan I. Annex, Esq.**  
**Greenberg Traurig, LLP**  
**MetLife Building**  
**200 Park Avenue**  
**New York, New York 10166**  
**(212) 801-9200**

Approximate date of commencement of proposed sale of securities to the public: As soon as practicable after this Registration Statement is declared effective and all other conditions to the transaction have been satisfied or waived as described in the Agreement and Plan of Merger, dated as of January 22, 2013, attached hereto as Annex A.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

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If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
 If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

### CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be Registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee(1)
Class A Common Stock, par value \$0.0001	19,583,334(2)	N/A	\$195,637,507(3)	\$26,685(4)

(1) Calculated by multiplying the proposed maximum aggregate offering price of securities to be registered by .00013640.

(2) Represents the maximum number of shares of Class A common stock, par value \$0.0001 per share, of the registrant ("Hemisphere Class A common stock") that may be issued to Azteca stockholders and holders of warrants to acquire shares of Hemisphere Class A common stock in connection with the consummation of the proposed mergers described herein (the "Transaction"). The number of shares is based upon the sum of the product obtained by multiplying (i) the shares of Azteca Acquisition Corporation, par value \$0.0001 per share ("Azteca common stock"), estimated to be outstanding immediately prior to the Transaction, by (ii) the exchange ratio in the Transaction of 1.0 per share of the registrant's Class A common stock for each share of Azteca common stock plus the number of shares of Hemisphere Class A common stock that may be issued pursuant to immediately exercisable warrants.

(3) Pursuant to Rules 457(c) and 457(f) under the Securities Act and solely for the purpose of calculating the registration fee, the proposed maximum aggregate offering price is (i) the product obtained by multiplying (a) \$9.99, which represents the average of the high and low prices of the common shares, par value \$0.0001 per share of Azteca common stock (the securities to be cancelled in the Transaction) on January 22, 2013, by (ii) 19,583,334, which represents the number of shares of Azteca common stock estimated to be outstanding immediately prior to the Transaction plus the number of shares of Hemisphere Class A common stock that may be issued pursuant to immediately exercisable warrants.

(4) Previously paid.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

Table of Contents

**Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This document shall not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.**

**PRELIMINARY SUBJECT TO COMPLETION DATED MARCH 1, 2013**

## **AZTECA ACQUISITION CORPORATION**

The Stockholders and Public Warranholders of Azteca Acquisition Corporation ("Azteca") are hereby invited to attend a special meeting.

If you are an Azteca stockholder you will be asked to approve the Agreement and Plan of Merger, dated January 22, 2013, (the "Merger Agreement") by and among Azteca, InterMedia Español Holdings, LLC ("WAPA"), Cine Latino, Inc. ("Cinelatino"), Hemisphere Media Group, Inc. ("Hemisphere"), a direct wholly-owned subsidiary of Cinelatino, Hemisphere Merger Sub I, LLC, Hemisphere Merger Sub II, Inc. and Hemisphere Merger Sub III, Inc., providing for the combination of Azteca, WAPA and Cinelatino as indirect, wholly-owned subsidiaries of Hemisphere (the "Transaction"). Completion of the transaction is subject to the satisfaction or waiver of the conditions described in this proxy statement/prospectus.

If you are an Azteca warrant holder, you will be asked to consent to an amendment to the terms of your warrant (the "Warrant Amendment"). Specifically you will be asked to (1) reduce by 50% the number of shares of Azteca common stock for which your warrants are exercisable (from one share to one-half share), with the warrant price being reduced to \$6.00 per half share, (2) agree to waive certain re-pricing rights that you would have had, if after consummation of the Transaction, Azteca subsequently entered into certain transactions in which the consideration to be received consisted principally of securities of a private company and (3) agree to amend Azteca's registration obligations in exchange for the ability to exercise the warrants on a cashless basis at the election of Azteca under certain circumstances. Upon approval of this amendment, each warrant holder would receive \$0.50 per warrant. Approval of the Warrant Amendment by the holders of at least 65% of the outstanding public warrants is a condition to consummation of the Transaction.

The Transaction is structured as the issuance of stock by a newly-formed entity, Hemisphere, to the equity holders of Azteca, Cinelatino and WAPA in three different mergers with subsidiaries of Hemisphere. Hemisphere will have two classes of common stock, Class A common stock and Class B common stock. These shares will have equal rights, except that each share of Class A common stock will have one vote and each share of Class B common stock will have ten votes. In connection with the Transaction, the following will occur:

Outstanding Azteca Common Stock	Azteca currently has 12,500,000 shares of Common Stock outstanding, of which 2,500,000 are held by the Azteca Initial Stockholders (as defined below). 250,000 of the shares held by the Azteca Initial Stockholders will be contributed to Azteca immediately prior to the consummation of the Transaction and cancelled. The remaining 12,250,000 shares of Azteca Common Stock, of which 2,250,000 are held by the Azteca Initial Stockholders, will be converted into an equal number of shares of Hemisphere Class A Common Stock.
Outstanding Amended Azteca Warrants	Converted into the right to acquire shares of Hemisphere Class A common stock on the same terms.
Hemisphere Class A Common Stock	Aggregate of 19,583,334 shares of Hemisphere Class A common stock will be issued to Azteca stockholders or reserved for issuance to holders of warrants to acquire shares of Hemisphere Class A common stock.
Azteca Affiliates	Will sell to Azteca, immediately prior to the consummation of the Transaction, 2,333,334 Amended Azteca Warrants (i.e., warrants to purchase 1,166,667 shares) for a purchase price per warrant equal to \$0.50.
Current Owners of WAPA and Cinelatino	Will have their ownership interests converted, into an aggregate of 33,000,000 shares of Hemisphere Class B common stock plus \$5.0 million. In addition, such owners purchase from Hemisphere, immediately after the consummation of the Transaction, 2,333,334 Warrants (i.e., warrants to purchase 1,166,667 shares of Hemisphere Class A common stock) that are substantially identical to the Amended Azteca Public Warrants for a purchase price per warrant equal to \$0.50. The current owners of WAPA and Cinelatino have agreed to subject a total of 3,000,000 shares of Hemisphere Class B common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels.
Azteca's Sponsor, Juan Pablo Albán, Alfredo Elias Ayub, John Engelman and Clive	Have agreed to subject 250,000 additional shares of Hemisphere Class A common stock to certain forfeiture provisions (in addition to the 735,294 shares already subject to forfeiture) if

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Fleissig (the "Azteca Initial Stockholders") the market price of shares of Hemisphere Class A common stock does not reach certain levels. In addition, the Azteca Initial Stockholders will contribute to Azteca a total of 250,000 shares of Azteca common stock for no consideration and such shares will be cancelled.

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**Additional Considerations About the Transaction**

In addition to evaluating the consideration to be issued in, and the capital structure that will be outstanding after, the Transaction, there are many other matters that you should consider before you decide whether you will approve (1) the Merger Agreement if you are an Azteca stockholder or (2) the Warrant Amendment if you are an Azteca Public Warrantholder. These include the following:

Hemisphere has applied to list its Class A common stock on The NASDAQ Stock Market under the symbol "HMTV" effective upon the consummation of the Transaction. Hemisphere expects its warrants will trade on the Over-the-Counter Bulletin Board quotation system ("OTCBB") under the symbol "HMTVW" following the consummation of the Transaction.

IF AZTECA DOES NOT EFFECT A TRANSACTION BEFORE APRIL 6, 2013, IT WILL LIQUIDATE THE TRUST ACCOUNT AND DISSOLVE. THE TERMS GOVERNING SUCH POTENTIAL LIQUIDATION ARE DISCUSSED IN AZTECA'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC") WHICH IS AVAILABLE TO THE PUBLIC FROM THE SEC'S WEBSITE AT WWW.SEC.GOV.

InterMedia Partners VII, L.P. directly holds 100% of the economic interests in WAPA and indirectly holds 47.5% of the common stock of Cinelatino through its controlling interest in InterMedia Cine Latino, LLC.

The Azteca Initial Stockholders, who currently hold approximately 20% of the outstanding shares of Azteca common stock, have agreed to vote all the shares they own "FOR" the approval of the Merger Agreement.

Completion of the Transaction requires, among other things, that (1) the Transaction is approved by holders of at least a majority of the outstanding shares of Azteca common stock, (2) the Warrant Amendment is approved by holders of at least 65% of the outstanding Public Warrants and (3) Azteca have at least \$80.0 million of cash held in the Trust Account (after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting and consulting fees payable by Azteca from the Trust Account, transaction expenses and any cash contribution from WAPA or Cinelatino).

If you own shares of Azteca common stock issued in Azteca's initial public offering (the "Public Shares"), then you may redeem those shares for cash equal to the redemption price specified in Azteca's amended and restated certificate of incorporation, irrespective of whether you vote for or against the approval of the Merger Agreement. We anticipate that the redemption price will be \$10.05 per Public Share. Your redemption rights are further explained in this proxy statement/prospectus. The Azteca Initial Stockholders have agreed to waive their redemption rights. Public Shares will only be redeemed if the Transaction is consummated. However, even if the Transaction is not consummated, holders of Public Shares who elected to redeem Public Shares would receive the same portion of the Trust Account that they would receive upon liquidation.

If you are an Azteca warrantholder, you do not have the right to redeem, and will not be offered the opportunity of redeeming, your outstanding Azteca warrants.

**AZTECA'S BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT STOCKHOLDERS VOTE "FOR" THE APPROVAL OF THE MERGER AGREEMENT AND THAT WARRANTHOLDERS VOTE "FOR" THE APPROVAL OF THE WARRANT AMENDMENT.**

Information about the special meetings of stockholders and warrantholders and the Transaction is contained in this document, which we urge you to read carefully. In particular, see "Risk Factors" beginning on page 40.

Your vote is very important. Whether or not you plan to attend the special meetings of stockholders or warrantholders, please return the enclosed proxy card to vote your shares and/or Public Warrants as soon as possible. If you do not vote either your shares and/or your Public Warrants, it will have the same effect as voting against the respective proposals.

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Sincerely,  
Gabriel Brener  
*Chief Executive Officer and President*  
Azteca Acquisition Corporation

Neither the Securities Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this proxy statement/prospectus. Any representation to the contrary is a criminal offense.

The accompanying proxy statement/prospectus is dated \_\_\_\_\_, 2013 and is first being mailed or otherwise delivered to Azteca stockholders and Public Warranholders on or about \_\_\_\_\_, 2013.

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Table of Contents

**AZTECA ACQUISITION CORPORATION**

421 N. Beverly Drive, Suite 300  
Beverly Hills, California 90210

**NOTICE OF SPECIAL MEETING OF STOCKHOLDERS**

To be held on \_\_\_\_\_, 2013

To Our Stockholders:

A special meeting of stockholders of Azteca Acquisition Corporation ("Azteca") will be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166 on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m. Eastern time for the following purposes:

1. To consider and vote upon the Agreement and Plan of Merger, dated January 22, 2013, (the "Merger Agreement") by and among Azteca, Hemisphere Media Group, Inc. ("Hemisphere"), a direct wholly-owned subsidiary of Cinelatino (as defined below), InterMedia Español Holdings, LLC ("WAPA"), Cine Latino, Inc. ("Cinelatino"), Hemisphere Merger Sub I, LLC, Hemisphere Merger Sub II, Inc. and Hemisphere Merger Sub III, Inc., a copy of which is attached to the accompanying proxy statement/prospectus as Annex A. The board of directors of Azteca (the "Azteca Board") unanimously recommends a vote "FOR" this proposal.
2. To consider and vote upon one or more adjournments of the special meeting of stockholders, if necessary, to permit further solicitation of proxies because there are not sufficient votes at the special meeting of stockholders to approve and adopt the Merger Agreement. The Azteca Board unanimously recommends a vote "FOR" this proposal.
3. To transact such other business that may properly come before the special meeting of stockholders and any adjournment or postponement thereof.

When you consider the recommendations of the Azteca Board, you should keep in mind that certain of Azteca's directors and officers may have direct and indirect interests in the consummation of the transactions contemplated by the Merger Agreement (the "Transaction") that may conflict with your interests as a stockholder. See the section entitled, "The Transaction Interests of Azteca Officers and Directors in the Transaction."

The Azteca Board has fixed \_\_\_\_\_, 2013 as the record date for the determination of stockholders entitled to notice of, and to vote at, the special meeting of stockholders or one or more adjournments thereof. Only holders of record of shares of Azteca common stock at the close of business on \_\_\_\_\_, 2013 are entitled to notice of, and to vote at, the special meeting of stockholders or one or more adjournments or postponements thereof.

**AZTECA IS PROVIDING ITS PUBLIC STOCKHOLDERS WITH THE OPPORTUNITY TO REDEEM THEIR PUBLIC SHARES OF AZTECA COMMON STOCK FOR CASH IN AN AMOUNT EQUAL TO THE GREATER OF \$10.05 PER SHARE OR THE QUOTIENT OBTAINED BY DIVIDING (I) THE AGGREGATE AMOUNT THEN ON DEPOSIT IN A TRUST ACCOUNT HOLDING THE PROCEEDS OF AZTECA'S INITIAL PUBLIC OFFERING (THE "TRUST ACCOUNT"), AS OF TWO BUSINESS DAYS PRIOR TO THE CONSUMMATION OF THE TRANSACTION, LESS FRANCHISE AND INCOME TAXES PAYABLE AND LESS ANY INTEREST THAT AZTECA WAS PERMITTED TO WITHDRAW IN ACCORDANCE WITH THE TERMS OF THE TRUST AGREEMENT DATED JUNE 29, 2011, BY AND BETWEEN AZTECA AND CONTINENTAL STOCK TRANSFER & TRUST COMPANY (THE "TRUST AGREEMENT") FOR WORKING CAPITAL REQUIREMENTS, BY (II) THE TOTAL NUMBER OF THEN OUTSTANDING PUBLIC SHARES (THE "PRO RATA SHARE OF THE TRUST ACCOUNT"). THERE WILL BE NO REDEMPTION RIGHTS UPON THE CONSUMMATION OF THE TRANSACTION WITH RESPECT TO OUTSTANDING WARRANTS OF AZTECA.**

**AZTECA'S INITIAL STOCKHOLDERS HAVE AGREED TO WAIVE THEIR REDEMPTION RIGHTS WITH RESPECT TO THEIR FOUNDER SHARES AND ANY PUBLIC SHARES THEY MAY HOLD IN CONNECTION WITH THE CONSUMMATION OF A TRANSACTION, AND THE**

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Table of Contents

**FOUNDER SHARES WILL BE EXCLUDED FROM THE PRO RATA CALCULATION USED TO DETERMINE THE PER-SHARE REDEMPTION PRICE.**

Azteca will consummate the Transaction only if holders of at least a majority of the outstanding shares of Azteca common stock are voted in favor of the approval and adoption of the Merger Agreement. The Azteca Initial Stockholders have agreed to vote all the shares they own in favor of the proposal to approve and adopt the Merger Agreement.

InterMedia Partners VII, L.P. directly holds 100% of the economic interests in WAPA and indirectly holds 47.5% of the common stock of Cinelatino through its controlling interest in InterMedia Cine Latino, LLC.

Azteca is simultaneously asking warrant holders owning Azteca warrants issued in Azteca's initial public offering to approve and consent to an amendment (the "Warrant Amendment") to the terms of the warrant agreement governing Azteca's outstanding warrants (the "Warrant Agreement"), pursuant to which (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including the warrants issued to Azteca's Sponsor which we refer to as the "Sponsor Warrants") will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share (the "Amended Azteca Warrants"), (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), \$0.50 in cash, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock and therefore only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Class A common stock, par value \$0.0001 per share, of Hemisphere ("Hemisphere Class A common stock"), such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock.

Each public stockholder of Azteca common stock may elect to redeem such holder's Public Shares, irrespective of whether such holder votes for or against the approval and adoption of the Merger Agreement. Azteca has no specified maximum redemption threshold. However, Azteca will not consummate the Transaction unless it has at least \$80.0 million of cash, after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino, held in the Trust Account. Azteca's public stockholders will be able to redeem their shares up to two business days prior to the vote on the proposal to approve and adopt the Merger Agreement.

As set forth in Azteca's amended and restated certificate of incorporation, a public stockholder of Azteca, together with any of such holder's affiliates or any other person with whom such stockholder is acting in concert or as a "group" (as defined under Section 13 of the Securities Exchange Act of 1934, as amended), will be restricted from redeeming such holder's shares with respect to more than an aggregate of 15% of the Public Shares sold in Azteca's initial public offering.

Azteca may enter into privately negotiated transactions to purchase Public Shares from stockholders prior to consummation of the Transaction with proceeds to be released from the Trust Account immediately following consummation of the Transaction. As specified under Azteca's amended and restated certificate of incorporation, Azteca may instruct the trustee under the Trust Agreement that amounts necessary to purchase up to 15% of the Public Shares sold in Azteca's initial public offering at any time commencing after the filing of a preliminary proxy statement for an initial business combination and ending on the record date for the stockholder meeting to approve such initial business

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Table of Contents

combination (such purchases being referred to herein as "Open Market Purchases") be released to Azteca from the Trust Account. Such Open Market Purchases may be made only at per share prices (inclusive of commissions) that do not exceed an amount equal to (A) the aggregate amount then on deposit in the Trust Account divided by (B) the total number of Public Shares then outstanding. Any Public Shares so purchased shall be immediately cancelled.

For more information about the proposals and the special meeting of stockholders, please review carefully the accompanying proxy statement/prospectus.

Your vote is important. Whether or not you expect to attend the special meeting of stockholders in person, please submit a proxy by telephone or over the internet as instructed in these materials, or complete, date, sign and return the enclosed proxy card, as promptly as possible in order to ensure that we receive your proxy with respect to your shares of Azteca common stock. Instructions are shown on the enclosed proxy card and a return envelope (postage pre-paid if mailed in the United States) is enclosed for your convenience. If your shares of Azteca common stock are held in a stock brokerage account or by a bank or other nominee, please follow the instructions that you receive from your broker, bank or other nominee to vote your shares.

If you sign, date and mail your proxy card without indicating how you wish to vote, your proxy will be voted in favor of the adoption of the Merger Agreement and in favor of the proposal to adjourn the meeting if necessary to solicit additional proxies. If you fail to return your proxy card or fail to submit your proxy by telephone or over the Internet and do not attend the special meeting of stockholders in person, the effect will be that your shares will not be counted for purposes of determining whether a quorum is present at the special meeting of stockholders and, if a quorum is present, will have the same effect as a vote against the adoption of the Merger Agreement. Broker non-votes will count in determining whether a quorum is present. If you are a stockholder of record and you attend the special meeting of stockholders and wish to vote in person, you may withdraw your proxy and vote in person.

Please do not send documents or certificates representing your ownership of Azteca common stock at this time. If the Transaction is consummated, we will notify you of the procedures for exchanging your shares of Azteca common stock.

By Order of the Board of Directors,

*Secretary*

Beverly Hills, California  
, 2013

**IF YOU SIGN, DATE AND MAIL YOUR PROXY CARD WITHOUT INDICATING HOW YOU WISH TO VOTE, YOUR SHARES WILL BE VOTED IN FAVOR OF EACH OF THE PROPOSALS.**

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Table of Contents

**AZTECA ACQUISITION CORPORATION  
421 N. BEVERLY DRIVE, SUITE 300  
BEVERLY HILLS, CALIFORNIA 90210**

**NOTICE OF SPECIAL MEETING OF WARRANTHOLDERS  
To be held on \_\_\_\_\_, 2013**

To Our Public Warrantholders:

A special meeting of warrantholders owning warrants of Azteca Acquisition Corporation ("Azteca"), each of which is exercisable for one share of Azteca common stock, par value \$0.0001 per share, issued in Azteca's initial public offering (such warrants, the "Public Warrants" and such holders, the "Public Warrantholders") will be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166 on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m., Eastern time for the following purposes:

1. To consider and vote upon an amendment (the "Warrant Amendment") to the warrant agreement (the "Warrant Agreement") that governs all of the Azteca warrants in connection with the consummation of the transactions contemplated by the Agreement and Plan of Merger, dated January 22, 2013, (the "Merger Agreement") by and among Azteca, Hemisphere Media Group, Inc. ("Hemisphere"), a direct wholly-owned subsidiary of Cinelatino (as defined below), InterMedia Español Holdings, LLC ("WAPA"), Cine Latino, Inc. ("Cinelatino"), Hemisphere Merger Sub I, LLC, Hemisphere Merger Sub II, Inc. and Hemisphere Merger Sub III, Inc., providing for the combination of Azteca, WAPA and Cinelatino as indirect, wholly-owned subsidiaries of Hemisphere, which will be a parent holding company (collectively, the "Transaction"). Pursuant to the Warrant Amendment (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share (the "Amended Azteca Warrants"), (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), \$0.50 in cash, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances. Pursuant to the Warrant Amendment, a warrantholder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock and therefore only an even number of warrants may be exercised at any given time by the registered warrantholder. For example, if a registered warrantholder holds one warrant to purchase one-half of a share of Class A common stock, par value \$0.0001 per share, of Hemisphere ("Hemisphere Class A common stock"), such warrant shall not be exercisable. If a registered warrantholder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock. Upon consummation of the Transaction, each outstanding Amended Azteca Warrant will be automatically converted into the right to acquire shares of Hemisphere Class A common stock on the same terms as were in effect with respect to such warrants immediately prior to the Transaction, as amended by the Warrant Amendment. Approval of the Warrant Amendment requires approval by warrantholders holding at least 65% of the outstanding Public Warrants. The effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrantholders have approved the Warrant Amendment. The Transaction will not be consummated unless the Warrant Amendment is approved by holders of 65% of the outstanding Public Warrants, even if the Transaction proposal is approved by our stockholders.

2. To consider and vote upon the adjournment of the special meeting of warrantholders, if necessary, to permit further solicitation and vote of proxies in favor of the Warrant Amendment Proposal (the "Warrantholder Adjournment Proposal"); and

3. To transact such other business as may properly come before the special meeting of warrantholders or any reconvened meeting following an adjournment or postponement thereof.

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### Table of Contents

The board of directors of Azteca (the "Azteca Board") has fixed \_\_\_\_\_, 2013 as the record date for the determination of warrant holders entitled to notice of, and to vote at, the special meeting of warrant holders or one or more adjournments thereof. Only holders of record of Public Warrants at the close of business on \_\_\_\_\_, 2013 are entitled to notice of, and to vote at, the special meeting of warrant holders or one or more adjournments or postponements thereof.

WAPA and Cinelatino are affiliated companies by virtue of InterMedia Partners VII, L.P.'s ownership interests in each company. InterMedia Partners VII, L.P. directly holds 100% of the economic interests in WAPA and indirectly holds 47.5% of the common stock of Cinelatino through its controlling interest in InterMedia Cine Latino, LLC.

The Azteca Board unanimously recommends that Public Warrant holders vote "FOR" the Warrant Amendment Proposal and "FOR" the Warrant holder Adjournment Proposal. When you consider the recommendation of the Azteca Board in favor of the Warrant Amendment Proposal, you should keep in mind that certain of Azteca's directors and officers may have direct and indirect interests in the Transaction that may conflict with your interests as a warrant holder. See the section entitled, "The Transaction Interests of Azteca Officers and Directors in the Transaction."

For more information about the proposals and the special meeting of warrant holders, please review carefully the accompanying proxy statement/prospectus.

Your vote is important. Whether or not you expect to attend the special meeting of warrant holders in person, please submit a proxy by telephone or over the internet as instructed in these materials, or complete, date, sign and return the enclosed proxy card, as promptly as possible in order to ensure that we receive your proxy with respect to your Public Warrants. Instructions are shown on the enclosed proxy card and a return envelope (postage pre-paid if mailed in the United States) is enclosed for your convenience. If your Public Warrants are held in a brokerage account or by a bank or other nominee, please follow the instructions that you receive from your broker, bank or other nominee to vote your shares.

If you sign, date and mail your proxy card without indicating how you wish to vote, your proxy will be voted in favor of the Warrant Amendment Proposal and the Warrant holder Adjournment Proposal. If you fail to return your proxy card or fail to submit your proxy by telephone or over the internet and do not attend the special meeting of warrant holders in person, the effect will be that your warrants will not be counted for purposes of determining whether a quorum is present at the special meeting of warrant holders and, if a quorum is present, will have the same effect as a vote against the Warrant Amendment Proposal. Broker non-votes will count in determining whether a quorum is present. If you are a warrant holder of record and you attend the special meeting of warrant holders and wish to vote in person, you may withdraw your proxy and vote in person.

Please do not send documents or certificates representing your ownership of Public Warrants at this time. If the transactions contemplated by the Warrant Amendment Proposal are consummated, you will receive a subsequent letter explaining what to do.

A complete list of Public Warrant holders of record entitled to vote at the special meeting of warrant holders will be available for ten days before the special meeting of warrant holders at the principal executive offices of Azteca for inspection by warrant holders during ordinary business hours for any purpose germane to the special meeting of warrant holders.

Thank you for your participation. We look forward to your continued support.

By Order of the Board of Directors,  
*Secretary*

Beverly Hills, California  
, 2013

**IF YOU SIGN, DATE AND MAIL YOUR PROXY CARD WITHOUT INDICATING HOW YOU WISH TO VOTE, YOUR WARRANTS WILL BE VOTED IN FAVOR OF EACH OF THE PROPOSALS.**

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Table of Contents

**ABOUT THIS PROXY STATEMENT/PROSPECTUS**

This document, which forms part of a registration statement on Form S-4 filed with the U.S. Securities and Exchange Commission, or the SEC, by Hemisphere Media Group, Inc. ("Hemisphere") (File No. 333-186210), constitutes a prospectus of Hemisphere under Section 5 of the U.S. Securities Act of 1933, as amended, or the Act, with respect to the shares of Hemisphere Class A common stock to be issued to Azteca stockholders and shares of Hemisphere Class A common stock underlying warrants if the Transaction is consummated. This document also constitutes notices of meetings and a proxy statement under Section 14(a) of the U.S. Securities Exchange Act of 1934, as amended, or the Exchange Act, with respect to the special meetings of (i) Azteca stockholders at which Azteca stockholders will be asked to approve the Merger Agreement and (ii) Azteca warrant holders at which Public Warrant holders will be asked to approve an amendment to the Warrant Agreement which governs the terms of Azteca's outstanding warrants in connection with Azteca's consummation of the Transaction.

This document contains registered and unregistered trademarks and service marks of Cinelatino and WAPA and their affiliates, as well as trademarks and service marks of third parties. All brand names, trademarks and service marks appearing in this document are the property of their respective holders.

Table of Contents

**FORWARD-LOOKING STATEMENTS**

This proxy statement/prospectus contains statements that do not directly or exclusively relate to historical facts. Such statements are "forward-looking statements." You can typically identify forward-looking statements by the use of forward-looking words, such as "may," "will," "could," "project," "believe," "anticipate," "expect," "estimate," "continue," "potential," "plan," "forecast" and other similar words. These include, but are not limited to, statements relating to the synergies and the benefits that we expect to achieve in the transactions discussed herein, including future financial and operating results, the combined company's plans, objectives, expectations and intentions and other statements that are not historical facts. Those statements represent management's intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors. Many of those factors are outside the control of Hemisphere Media Group, Inc. ("Hemisphere"), a direct wholly-owned subsidiary of Cinelatino (as defined below), Azteca Acquisition Corporation ("Azteca"), InterMedia Español Holdings, LLC ("WAPA") and Cine Latino, Inc. ("Cinelatino") and could cause actual results to differ materially from the results expressed or implied by those forward-looking statements. In addition to the risk factors described under "Risk Factors" beginning on page 40, those factors include:

possible delays in closing the Transaction, whether due to the inability to obtain stockholder or regulatory approval, Azteca not having at least \$80.0 million of cash held in the Trust Account, after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino or failure to satisfy any of the conditions to closing the Transaction, as set forth in the Merger Agreement;

any waivers of the conditions to closing the Transaction as may be permitted in the Merger Agreement;

the reaction to the merger by advertisers, programming providers, strategic partners, the Federal Communications Commission (the "FCC") or other government regulators;

the potential for viewership of WAPA or Cinelatino programming to decline;

the risk that WAPA and Cinelatino may fail to secure sufficient or additional advertising and/or subscription revenue;

the risk that the proposed transaction disrupts current plans and operations of each business as a result of the commencement and consummation of the Transaction;

the benefits of the combination of WAPA and Cinelatino, including the prospects of the combined businesses;

the ability to realize anticipated growth and growth strategies of the combined company;

the ability of Hemisphere to obtain additional financing in the future;

Hemisphere's ability to successfully manage relationships with customers, distributors and other important relationships;

the loss of key personnel and/or talent or expenditure of a greater amount of resources attracting, retaining and motivating key personnel than in the past;

changes in technology;

changes in pricing and availability of products and services;

Table of Contents

the ability to realize the anticipated benefits of the Transaction, which may be affected by, among other things, competition in the industry in which Hemisphere operates;

the deterioration of general economic conditions, either nationally or in the local markets in which Hemisphere operates;

legislative or regulatory changes that may adversely affect Hemisphere's businesses;

costs related to the Transaction that may reduce Hemisphere's working capital; and

Azteca's dissolution and liquidation as a result of a failure to close the Transaction.

The forward-looking statements are based on current expectations about future events. Although Azteca and Hemisphere believe that the expectations reflected in the forward-looking statements are reasonable, these expectations may not be achieved. Neither Azteca nor Hemisphere is under any duty to update any of the forward-looking statements after the date of this proxy statement/prospectus to conform those statements to actual results. In evaluating these statements, you should consider various factors, including the risks outlined in the section entitled "Risk Factors" beginning on page 40.

TABLE OF CONTENTS

	Page
<u>QUESTIONS AND ANSWERS</u>	<u>3</u>
<u>SUMMARY</u>	<u>19</u>
<u>SELECTED HISTORICAL FINANCIAL DATA OF AZTECA</u>	<u>32</u>
<u>SELECTED CONSOLIDATED HISTORICAL FINANCIAL DATA OF WAPA</u>	<u>33</u>
<u>SELECTED HISTORICAL FINANCIAL DATA OF CINELATINO</u>	<u>34</u>
<u>SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION OF HEMISPHERE</u>	<u>35</u>
<u>RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES</u>	<u>37</u>
<u>COMPARATIVE HISTORICAL AND PRO FORMA PER SHARE DATA</u>	<u>38</u>
<u>MARKET PRICE AND DIVIDEND INFORMATION</u>	<u>39</u>
<u>RISK FACTORS</u>	<u>40</u>
<u>INFORMATION ABOUT AZTECA</u>	<u>71</u>
<u>MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF AZTECA</u>	<u>78</u>
<u>AZTECA SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</u>	<u>84</u>
<u>INFORMATION ABOUT WAPA</u>	<u>88</u>
<u>MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF WAPA</u>	<u>98</u>
<u>WAPA SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</u>	<u>108</u>
<u>INFORMATION ABOUT CINELATINO</u>	<u>109</u>
<u>MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF CINELATINO</u>	<u>116</u>
<u>CINELATINO SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS</u>	<u>125</u>
<u>CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE</u>	<u>126</u>
<u>GOVERNMENT REGULATION OF HEMISPHERE</u>	<u>131</u>
<u>THE SPECIAL MEETING OF WARRANTHOLDERS AND SPECIAL MEETING OF AZTECA STOCKHOLDERS</u>	<u>140</u>
<u>PROPOSALS TO BE CONSIDERED BY THE AZTECA STOCKHOLDERS</u>	<u>147</u>
<u>PROPOSAL NO. 1 APPROVAL AND ADOPTION OF THE MERGER AGREEMENT</u>	<u>147</u>
<u>PROPOSAL NO. 2 ADJOURNMENT OF SPECIAL MEETING</u>	<u>147</u>
<u>PROPOSALS TO BE CONSIDERED BY THE PUBLIC WARRANTHOLDERS</u>	<u>148</u>
<u>THE TRANSACTION</u>	<u>151</u>
<u>MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES</u>	<u>162</u>
<u>THE AGREEMENTS</u>	<u>167</u>
<u>POST-TRANSACTION PRO FORMA SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT OF HEMISPHERE</u>	<u>187</u>
<u>HEMISPHERE EXECUTIVE OFFICERS AND DIRECTORS</u>	<u>190</u>
<u>UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION</u>	<u>196</u>
<u>DESCRIPTION OF HEMISPHERE SECURITIES</u>	<u>203</u>
<u>COMPARISON OF STOCKHOLDER RIGHTS</u>	<u>208</u>
<u>LEGAL MATTERS</u>	<u>216</u>
<u>EXPERTS</u>	<u>216</u>
<u>WHERE YOU CAN FIND MORE INFORMATION</u>	<u>216</u>
<u>FINANCIAL STATEMENTS</u>	<u>F-1</u>



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LIST OF ANNEXES

- Annex A     Merger Agreement, dated as of January 22, 2013, by and among Azteca Acquisition Corporation, Hemisphere Media Group, Inc., InterMedia Español Holdings, LLC, Cine Latino, Inc., Hemisphere Merger Sub I, LLC, Hemisphere Merger Sub II, Inc. and Hemisphere Merger Sub III, Inc.
- Annex B     Form of Assignment, Assumption and Amendment of Warrant Agreement, by and among Azteca Acquisition Corporation, Hemisphere Media Group, Inc. and Continental Stock Transfer & Trust Company, as Warrant Agent
- Annex C     Excerpt of the General Corporation Law of the State of Delaware on Appraisal Rights

Table of Contents

**QUESTIONS AND ANSWERS**

*The following questions and answers are intended to address briefly some commonly asked questions regarding the Transaction, the special meeting of Azteca's stockholders and the special meeting of Azteca's warrant holders. These questions and answers may not address all questions that may be important to you as a stockholder or warrant holder. To better understand these matters, and for a description of the legal terms governing the Transaction, you should carefully read this entire proxy statement/prospectus, including the annexes. See "Where You Can Find More Information" beginning on page 216.*

All references in this proxy statement/prospectus to:

"Amended Azteca Warrants" refers to Azteca warrants that, by action of the Warrant Amendment, will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share;

"Azteca" refers to Azteca Acquisition Corporation, a Delaware blank check corporation;

"Azteca common stock" refers to the common stock, par value \$0.0001 per share, of Azteca;

"Azteca Initial Stockholders" refers to Azteca's Sponsor, Juan Pablo Albán, Alfredo Elias Ayub, John Engelman and Clive Fleissig;

the "Azteca Merger" refers to the merger of Azteca Merger Sub with and into Azteca, with Azteca as the surviving entity, as contemplated by the Merger Agreement;

"Azteca Merger Sub" refers to Hemisphere Merger Sub II, Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Hemisphere;

"Azteca's Sponsor" refers to Azteca Acquisition Holdings, LLC, a Delaware limited liability company;

"Azteca warrants" refers, collectively to the Public Warrants and the Sponsor Warrants;

"Cinelatino" refers to Cine Latino, Inc., a Delaware corporation;

the "Cinelatino Merger" refers to the merger of Cine Merger Sub with and into Cinelatino, with Cinelatino as the surviving entity, as contemplated by the Merger Agreement;

the "Cinelatino Stockholders" refers to InterMedia Cine Latino, LLC, Cinema Aeropuerto and James M. McNamara;

"Cine Merger Sub" refers to Hemisphere Merger Sub III, Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Hemisphere;

"Cinema Aeropuerto" refers to Cinema Aeropuerto, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable (variable capital corporation);

"Current Sponsor Warrantholders" refers to Brener International Group, LLC, a Delaware limited liability company and an affiliate of Azteca's Sponsor, Juan Pablo Albán and Clive Fleissig;

"Hemisphere" refers to Hemisphere Media Group, Inc., a Delaware corporation and a direct wholly-owned subsidiary of Cinelatino prior to the consummation of the Transaction (that will become the parent holding company following the Transaction);

"Hemisphere Class A common stock" refers to Class A common stock, par value \$0.0001 per share, of Hemisphere;

"Hemisphere Class B common stock" refers to Class B common stock, par value \$0.0001 per share, of Hemisphere;

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### Table of Contents

"Holdco" refers to Hemisphere Media Holdings, LLC, a Delaware limited liability company and direct wholly-owned subsidiary of Hemisphere;

the "Merger Agreement" refers to the Agreement and Plan of Merger, dated as of January 22, 2013, among Azteca, Hemisphere, WAPA, Cinelatino, WAPA Merger Sub, Azteca Merger Sub and Cine Merger Sub, a copy of which is attached as Annex A to this proxy statement/prospectus;

"Merger Subs" refers to Azteca Merger Sub, WAPA Merger Sub, and Cine Merger Sub, collectively;

"MVS" refers to Grupo MVS, S.A. de C.V., a Mexican Sociedad Anonima de Capital Variable (variable capital corporation);

"Public Shares" refers to the shares of Azteca common stock issued in Azteca's initial public offering;

"Public Warrants" refers to the warrants, each of which is exercisable for one share of Azteca common stock issued in Azteca's initial public offering;

"Public Warrantholders" refers to holders of Public Warrants;

"Seller Warrants" refers to 2,333,334 warrants that will be issued by Hemisphere to the WAPA/Cinelatino Investors upon the consummation of the Transaction;

"Sponsor Warrants" refers to the 4,666,667 warrants issued to Azteca's Sponsor pursuant to the Warrant Agreement at the time of Azteca's initial public offering (and that are currently held by the Current Sponsor Warrantholders);

the "Transaction" refers collectively to the mergers of WAPA and WAPA Merger Sub, Azteca and Azteca Merger Sub, and Cinelatino and Cine Merger Sub, resulting in Azteca, WAPA and Cinelatino becoming indirect wholly-owned subsidiaries of Hemisphere, as contemplated by the Merger Agreement;

"Warrant Agreement" refers to the Warrant Agreement, dated as of June 29, 2011, between Azteca and Continental Stock Transfer & Trust Company, as warrant agent;

"Warrant Amendment" refers to an amendment to the Warrant Agreement pursuant to which, among other things, each of the Azteca Warrants outstanding immediately prior to the consummation of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share;

"WAPA" refers to InterMedia Español Holdings, LLC, a Delaware limited liability company;

"WAPA Member" refers to InterMedia Partners VII, L.P., a Delaware limited partnership;

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the "WAPA Merger" refers to the merger of WAPA Merger Sub with and into WAPA, with WAPA as the surviving entity, as contemplated by the Merger Agreement;

"WAPA Merger Sub" refers to Hemisphere Merger Sub I, LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Hemisphere;

the "WAPA/Cinelatino Investors" refers collectively to the WAPA Member and the Cinelatino stockholders; and

unless otherwise indicated or as the context requires, all references in this proxy statement/prospectus to "we", "us" and "our" refers to Hemisphere.

Table of Contents

*Information about the Transaction and Warrant Amendment*

**Q: Why is Azteca holding a special meeting of stockholders?**

A: Azteca, Hemisphere, WAPA, Cinelatino and the Merger Subs have entered into the Merger Agreement providing for the combination of Azteca, WAPA and Cinelatino as indirect wholly-owned subsidiaries of Hemisphere. Pursuant to the Merger Agreement, Azteca Merger Sub will be merged with and into Azteca, WAPA Merger Sub will be merged with and into WAPA and Cine Merger Sub will be merged with and into Cinelatino. Upon consummation of the Transaction, Azteca, WAPA and Cinelatino will each become indirect wholly-owned subsidiaries of Hemisphere. As a result, following the consummation of the Transaction, (i) the WAPA/Cinelatino Investors will own Hemisphere Class B common stock and warrants to purchase Hemisphere Class A common stock, (ii) the Azteca stockholders will own Hemisphere Class A common stock and (iii) the Azteca warrant holders will own warrants to purchase Hemisphere Class A common stock. In connection with the Transaction, Hemisphere has applied to list its shares of Hemisphere Class A common stock on The NASDAQ Stock Market ("NASDAQ") under the symbol "HMTV." Hemisphere expects its warrants will trade on the OTCBB under the symbol "HMTVW" following the consummation of the Transaction.

Upon consummation of the Transaction, each share of Azteca common stock will be automatically converted into one share of Hemisphere Class A common stock. The Azteca Initial Stockholders will contribute a total of 250,000 shares of Azteca common stock to Azteca for no consideration immediately prior to the closing of the Transaction, and such shares will be cancelled. Therefore, assuming no redemptions by the Azteca stockholders and no repurchases by Azteca of the Azteca common stock prior to the consummation of the Transaction, the holders of Azteca common stock will receive an aggregate of 12,250,000 shares of Hemisphere Class A common stock. Assuming a per share closing price of \$10.05 of Azteca common stock, the aggregate value of the Transaction consideration to be issued to the Azteca stockholders in the Transaction would be approximately \$123.1 million.

The WAPA/Cinelatino Investors will receive an aggregate of 33,000,000 shares of Hemisphere Class B common stock and a cash payment equal to an aggregate of \$5.0 million. Assuming a per share closing price of \$10.05 of Azteca common stock, the aggregate value of the Transaction consideration to be paid to the WAPA/Cinelatino Investors in the Transaction would be approximately \$336.7 million.

Azteca is holding a special meeting of stockholders in order to obtain the stockholder approval necessary to approve and adopt the Merger Agreement and the transactions contemplated thereby, which we refer to as the Transaction Approval. In addition, Azteca stockholders will be asked to approve the adjournment of the special meeting (if it is necessary or appropriate to solicit additional proxies because there are not sufficient votes to approve and adopt the Merger Agreement).

We will be unable to complete the Transaction unless the Transaction Approval is obtained at the special meeting.

We have included in this proxy statement/prospectus important information about the Transaction, the Merger Agreement (a copy of which is attached as Annex A) and the special meeting of stockholders. You should read this information carefully and in its entirety. The enclosed voting materials allow stockholders to vote their shares by proxy without attending the special meeting of stockholders. Your vote is important. You are encouraged to vote your shares of Azteca common stock as soon as possible after carefully reviewing this proxy statement/prospectus.

Table of Contents

**Q: Why is Azteca proposing the Transaction?**

A: Azteca is a Delaware blank check company initially formed in the British Virgin Islands on April 15, 2011 and reincorporated in the State of Delaware on June 8, 2011 for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Azteca's business plan is not limited to a particular industry, geographic region or minimum transaction value for purposes of consummating an initial business combination, except that it is not, under its amended and restated certificate of incorporation, permitted to effect a business combination with a blank check company or a similar type of company with nominal operations.

Azteca has identified several criteria and guidelines it believes are important for evaluating acquisition opportunities. These criteria and guidelines include, among others: sound historical financial performance; strong, stable free cash flow generation; strong competitive industry position; an experienced management team; businesses that have a record of and potential for revenue and earnings growth; and a diversified customer and supplier base. Based on its due diligence investigations of WAPA and Cinelatino and the industry in which they operate, including the financial and other information provided by WAPA and Cinelatino in the course of their negotiations, Azteca believes that WAPA and Cinelatino meet the criteria and guidelines listed above. See "The Transaction Recommendation of the Azteca Board; Reasons for the Transaction."

In accordance with Azteca's amended and restated certificate of incorporation, if Azteca is unable to complete a business combination by April 6, 2013, its corporate existence will automatically terminate and it will be required to liquidate the Trust Account and distribute the amount held in the Trust Account, including interest but net of franchise and income taxes payable and less up to \$50,000 of such net interest that may be released to Azteca from the Trust Account to pay liquidation expenses, to Azteca's public stockholders, subject in each case to Azteca's obligations under the Delaware General Corporation Law, or the DGCL, to provide for claims of creditors and the requirements of other applicable law. After distributing the proceeds of the Trust Account, Azteca will promptly distribute the balance of its net assets to its remaining stockholders according to Azteca's plan of dissolution. The Merger Agreement provides that any party thereto may terminate such agreement if the Transaction is not consummated by the date Azteca is required to be liquidated. IF AZTECA DOES NOT EFFECT A TRANSACTION BEFORE APRIL 6, 2013, IT WILL LIQUIDATE THE TRUST ACCOUNT AND DISSOLVE. THE TERMS GOVERNING SUCH POTENTIAL LIQUIDATION ARE DISCUSSED IN AZTECA'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION FILED WITH THE SEC WHICH IS AVAILABLE TO THE PUBLIC FROM THE SEC'S WEBSITE AT WWW.SEC.GOV.

**Q: Why is Azteca holding a special meeting of warrant holders?**

A: At a special meeting of warrant holders, Azteca will ask its Public Warrant holders to approve and consent to the Warrant Amendment pursuant to which (i) each of the warrants to purchase Azteca common stock outstanding immediately prior to the closing of the Merger Agreement (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share, (ii) each holder of Azteca warrants (including all of the Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), \$0.50 in cash, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain

Table of Contents

circumstances (together, the "Warrant Amendment Proposal"). Pursuant to the Warrant Amendment, a warrant holder may exercise its warrant only for a whole number of shares of Hemisphere Class A common stock and therefore only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Class A common stock, par value \$0.0001 per share, of Hemisphere ("Hemisphere Class A common stock"), such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock. In connection with the Transaction, the Amended Azteca Warrants will be automatically converted into the right to acquire shares of Hemisphere Class A common stock on the same terms as were in effect with respect to the Amended Azteca Warrants immediately prior to the consummation of the Transaction. The effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrant holders have approved the Warrant Amendment. The Transaction will not be consummated unless the Warrant Amendment is approved by holders of 65% of the outstanding Public Warrants, even if the Transaction proposal is approved by the Azteca stockholders. The holders of the Sponsor Warrants have previously consented to the Warrant Amendment.

In addition, at the special meeting of warrant holders, holders of Public Warrants will also be asked to approve a proposal to approve the adjournment of the special meeting of warrant holders to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event that, based upon the tabulated vote at the time of the special meeting, there are not sufficient votes to approve the Warrant Amendment Proposal. This is referred to herein as the Warrant holder Adjournment Proposal. This proposal will only be presented at the special meeting of warrant holders if there are not sufficient votes to approve the Warrant Amendment Proposal.

**Q: Why is Azteca proposing the Warrant Amendment Proposal?**

A: The approval of the Warrant Amendment Proposal is a condition to consummate the Transaction. Azteca and the Current Sponsor Warrant holders have agreed to effect the Warrant Amendment in connection with the consummation of the Transaction in order to reduce the dilutive effect of the exercise of the Azteca warrants, as these warrants will represent the right to purchase Hemisphere Class A common stock following the consummation of the Transaction. If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrant holders have approved the Warrant Amendment.

**Q: What conditions must be satisfied to complete the Transaction?**

A: Azteca, WAPA and Cinelatino are not required to complete the Transaction unless a number of conditions are satisfied or waived. These conditions include, among others: (1) approval of the Transaction by stockholders holding at least a majority of the outstanding shares of Azteca common stock; (2) approval of the Warrant Amendment by warrant holders holding at least 65% of the outstanding Public Warrants, (3) absence of any injunctions, orders or laws that would prohibit, restrain or make illegal the Transaction; (4) effectiveness of the registration statement on Form S-4, of which this proxy statement/prospectus forms a part, and the absence of any stop order; (5) Azteca's having at least \$80.0 million of cash in the Trust Account, after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's



Table of Contents

consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino; (6) approval of Hemisphere Class A common stock for listing on NASDAQ, provided that the foregoing condition shall be deemed to be satisfied if the sole reason Hemisphere Class A Common Stock has not been authorized for listing on NASDAQ shall be the failure of Hemisphere to have at least the minimum number of "Round Lot Holders" (as defined in Rule 5005(a)(37) of the NASDAQ Listing Rules) required for such a listing and (7) consummation of the Transaction on or prior to April 6, 2013.

For a more complete summary of the conditions that must be satisfied or waived prior to completion of the Transaction, see "The Agreements Description of the Merger Agreement Conditions to the Closing of the Transaction" beginning on page 177.

**Q: When do you expect the Transaction to be completed?**

A: Azteca, WAPA and Cinelatino are working to complete the Transaction as quickly as possible, and we anticipate that it will be completed in the first quarter of 2013. However, the Transaction is subject to various regulatory approvals and other conditions which are described in more detail in this proxy statement/prospectus, and it is possible that factors outside the control of Azteca, WAPA and Cinelatino could result in the Transaction not being completed prior to April 6, 2013, the last possible day for a completion of a business combination.

**Q: What will Azteca stockholders receive in the Transaction?**

A: Upon consummation of the Transaction, each share of Azteca common stock will be automatically converted into one share of Hemisphere Class A common stock. In addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement dated April 15, 2011, as amended on January 22, 2013 (the "Securities Purchase Agreement"), the Azteca Initial Stockholders have agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels. Shares held by Azteca as treasury stock or that are owned by Azteca, Azteca Merger Sub or any other wholly-owned subsidiary of Azteca, which we refer to as the Azteca excluded shares, will not receive the Transaction consideration and will be canceled.

**Q: What will Azteca warrant holders receive in the Transaction?**

A: Upon consummation of the Transaction, each Azteca warrant will be automatically converted into the right to acquire shares of Hemisphere Class A common stock on the same terms and conditions as were in effect with respect to such warrants immediately prior to the consummation of the Transaction, as amended by the Warrant Amendment.

**Q: What will the WAPA/Cinelatino Investors receive in the Transaction?**

A: The WAPA/Cinelatino Investors will receive an aggregate of 33,000,000 shares of Hemisphere Class B common stock and a cash payment equal to an aggregate of \$5.0 million. The WAPA/Cinelatino Investors have agreed to subject a total of 3,000,000 shares of the 33,000,000 shares of Hemisphere Class B common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels.

Hemisphere will issue to WAPA/Cinelatino Investors, 2,333,334 warrants (the "Seller Warrants") that are substantially identical to the Amended Azteca Warrants held by the Public Warrant holders (i.e., warrants to purchase 1,166,667 shares of Hemisphere Class A common stock) for a purchase price per warrant equal to \$0.50.

Table of Contents

**Q: What equity stake and voting percentage will the WAPA/Cinelatino Investors and the Azteca stockholders hold in Hemisphere?**

A: Upon consummation of the Transaction, the WAPA/Cinelatino Investors will hold 100% of the issued and outstanding Hemisphere Class B common stock and the Azteca stockholders will hold 100% of the issued and outstanding Hemisphere Class A common stock. Assuming no redemptions by the Azteca stockholders and no repurchases of the Azteca common stock prior to the consummation of the Transaction, the WAPA/Cinelatino Investors and the Azteca stockholders will own approximately 73% and 27%, respectively, of the capital stock of Hemisphere, excluding warrants. Assuming the maximum amount of redemptions by the Azteca stockholders and no repurchases of the Azteca common stock prior to the consummation of the Transaction, such that \$80 million remained in the Trust Account, the WAPA/Cinelatino Investors and the Azteca stockholders will own approximately 76% and 24%, respectively, of the capital stock of Hemisphere, excluding warrants.

All shares of Hemisphere's common stock will vote together as a single class. The Hemisphere Class B common stock will vote on a 10 to 1 basis with the Hemisphere Class A common stock, which means that each share of Hemisphere Class B common stock will have 10 votes and each share of Hemisphere Class A common stock will have 1 vote. Therefore, the WAPA/Cinelatino Investors will control approximately 96% of the voting power of all of Hemisphere's outstanding capital stock assuming no redemptions by the Azteca stockholders and no repurchases of the Azteca common stock prior to the consummation of the Transaction. Assuming the maximum amount of redemptions by the Azteca stockholders, such that \$80 million remained in the Trust Account, and no repurchases of the Azteca common stock prior to the consummation of the Transaction, the WAPA/Cinelatino Investors will control approximately 97% of the voting power of all of Hemisphere's outstanding capital stock. For more information about the potential effects of this structure, please see section entitled "Risk Factors" on page 40.

**Q: What happens to the funds deposited in the Trust Account after completion of the Transaction?**

A: Upon consummation of the Transaction, the funds deposited in the Trust Account will be released to pay (i) Azteca public stockholders who properly exercise their redemption rights, (ii) approximately \$7.3 million to the Azteca warrant holders pursuant to the Warrant Amendment, (iii) the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, (iv) approximately \$ million of transaction fees and expenses associated with the Transaction, (v) the cash consideration in the aggregate amount of \$5.0 million payable to the WAPA/Cinelatino Investors pursuant to the Merger Agreement and (vi) an aggregate of \$3.8 million to MVS in consideration for the termination of a multi-year exclusive distribution agreement. Any amounts remaining will be used for the working capital and general corporate purposes of Hemisphere following the consummation of the Transaction.

**Q: If the Transaction is completed, when can I expect to receive the Hemisphere Class A common stock for my shares of Azteca common stock?**

A: Azteca Certificated Shares: As soon as reasonably practicable after the consummation of the Transaction, Hemisphere will cause an exchange agent to mail to each holder of certificated shares of Azteca common stock a form of letter of transmittal and instructions for use in effecting the exchange of Azteca common stock for Hemisphere Class A common stock. After receiving the proper documentation from a holder of Azteca common stock, the exchange agent will deliver to such holder the Hemisphere Class A common stock to which such holder is entitled under the Merger Agreement.

Table of Contents

Azteca Book Entry Shares: Each holder of record of one or more book entry shares of Azteca common stock whose shares will be converted into the right to receive Hemisphere Class A common stock will automatically, upon the effective time of the Transaction, be entitled to receive, and Hemisphere will cause the exchange agent to deliver to such holder as promptly as practicable after the consummation of the Transaction, the Hemisphere Class A common stock to which such holder is entitled under the Merger Agreement. Holders of book entry shares will not be required to deliver a certificate or an executed letter of transmittal to the exchange agent in order to receive the Transaction consideration.

**Q: What are my U.S. Federal income tax consequences as a result of the Transaction?**

A: It is anticipated that the Transaction will qualify as an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended, which we refer to as the Code. If the Transaction qualifies as an exchange described in Section 351, then U.S. holders (as defined in the section entitled "Material U.S. Federal Income Tax Consequences") of Azteca common stock generally will not recognize gain or loss for U.S. federal income tax purposes as a result of the exchange of Azteca common stock for Hemisphere Class A common stock.

You are strongly urged to consult with a tax advisor to determine the particular U.S. federal, state or local or foreign income or other tax consequences of the Transaction to you. See "Material U.S. Federal Income Tax Consequences" on page 162.

**Q: What interests do Azteca's current officers and directors have in the Transaction?**

A: Azteca's directors and executive officers may have direct and indirect interests in the Transaction that are different from, or in conflict with, yours. These interests include the continued service of certain directors of Azteca as directors of Hemisphere, and the indemnification of former Azteca directors and officers by Hemisphere and the surviving corporations.

In addition, certain of Azteca's executive officers and directors have financial interests in the Transaction that are different from, or in conflict with, the interests of Azteca's stockholders, other than the Azteca Initial Stockholders. With respect to Azteca's executive officers and directors, these interests include, among other things:

The Azteca founders purchased 2,500,000 shares of Azteca common stock prior to its initial public offering for an aggregate purchase price of approximately \$25,000. Azteca's amended and restated certificate of incorporation provides that if a definitive agreement to consummate a business combination has been executed but no business combination is consummated by April 6, 2013, Azteca is required to begin the dissolution process provided for in Azteca's amended and restated certificate of incorporation. In the event of a dissolution, the 2,500,000 shares of Azteca common stock that Azteca's founders purchased prior to Azteca's initial public offering would become worthless, as the Azteca founders have waived any right to receive liquidation distributions with respect to these shares. Such shares had an aggregate market value of approximately \$ million, based upon the closing price of \$ of the Azteca common stock on the OTCBB on , 2013, the record date.

All of the 4,666,667 Sponsor Warrants purchased by Azteca's Sponsor (which were subsequently transferred to Brener International Group, LLC (a holding company for some of the Brener family interests in the United States), Juan Pablo Albán and Clive Fleissig, executive officers of Azteca) would expire and become worthless. Such warrants had an aggregate value of approximately \$ million, based on the closing price of the Azteca warrants of \$ on the OTCBB on , 2013, the record date.

Table of Contents

Azteca will purchase from the Current Sponsor Warrantholders, 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction.

The Azteca Initial Stockholders (who are executive officers and directors of Azteca) will contribute a total of 250,000 shares of Azteca common stock to Azteca for no consideration immediately prior to the closing of the Transaction, and such shares will be cancelled.

In addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement, the Azteca Initial Stockholders have agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels.

Azteca expects that Messrs. Gabriel Brener and John Engelman will be members of Hemisphere's board of directors following the consummation of the Transaction.

Mr. Gabriel Brener, who controls Azteca's Sponsor and is a member of Azteca's board of directors (the "Azteca Board"), has agreed that, if Azteca dissolves prior to the consummation of a business combination, he will personally indemnify Azteca for any and all loss, liability, claim, damage and expense which it may become subject to as a result of a claim by any vendor, prospective target business or other entity that has not signed a waiver of claims against Azteca's Trust Account and is owed money by Azteca for services rendered or products sold to the extent necessary to ensure that such loss, liability, claim, damage or expense does not reduce the amount of funds held in Azteca's Trust Account. In addition, Azteca's Sponsor has agreed to loan Azteca such funds as may be necessary to fund working capital of Azteca in an amount not to exceed \$250,000. The loan will be non-interest bearing and will be payable by Azteca or Hemisphere at or prior to the consummation of the Transaction.

The members of the Azteca Board were aware of and considered the interests summarized above, among other matters, in evaluating and negotiating the Merger Agreement and the transactions contemplated thereby and in recommending to Azteca stockholders, that the Merger Agreement be approved and adopted. These interests are described in more detail in the sections of this document entitled "The Transaction Interests of Azteca Officers and Directors in the Transaction" beginning on page 160. You should be aware of these interests when you consider the Azteca Board's recommendation that you vote in favor of the approval and adoption of the Merger Agreement and the consummation of the transactions contemplated thereby.

*Information about the Special Meeting of Stockholders*

**Q:**  
**How do the Azteca Initial Stockholders intend to vote their shares?**

**A:**  
Pursuant to the provisions of the insider letter entered into between Azteca and the Azteca Initial Stockholders prior to the consummation of the initial public offering, each of the Azteca Initial Stockholders has agreed to vote all the shares they own, which constitute approximately 20% of Azteca's outstanding shares of common stock, for the Transaction proposal. To the extent any Azteca insider or officer or director of Azteca has acquired shares of Azteca common stock in, or subsequent to, Azteca's initial public offering, such holder has agreed to vote these acquired shares in favor of the proposal to approve and adopt the Merger Agreement. In addition, pursuant to a support agreement entered into in connection with the Merger Agreement, each of the Azteca Initial Stockholders, other than Mr. Engelman and Mr. Ayub, has agreed, among other things, to vote all of their shares of Azteca common stock in favor of the Transaction proposal and the stockholder adjournment proposal.

Table of Contents

**Q: What happens if I sell my shares of Azteca common stock before the special meeting of stockholders?**

A: The record date for the special meeting, which we refer to as the record date, is earlier than the date of the special meeting and the date that the Transaction is expected to be completed. If you transfer your shares after the record date, but before the special meeting, unless the transferee requests a proxy, you will retain your right to vote at the special meeting of stockholders, but will have transferred the right to receive the Transaction consideration. In order to receive the Transaction consideration, you must hold your shares through completion of the Transaction. In addition, you will only be able to exercise redemption rights for the shares of Azteca common stock for which you are the stockholder of record as of the record date.

**Q: What happens if I sell my shares of Azteca common stock after the special meeting, but before the effective time?**

A: If you transfer your shares of Azteca common stock after the special meeting, but before the effective time, you will have transferred the right to receive the Transaction consideration. In order to receive the Transaction consideration, you must hold your shares of Azteca common stock through completion of the Transaction.

**Q: Do Azteca stockholders have redemption rights?**

A: Yes. Azteca is providing its stockholders (but not the Azteca Initial Stockholders) with the opportunity to redeem their Public Shares for cash equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares (the "Pro Rata Share of the Trust Account"). Only stockholders of record as of the record date may exercise redemption rights for their shares of Azteca common stock. Consequently, shares of Azteca common stock transferred after the record date cannot be redeemed. There will be no redemption rights upon the consummation of the Transaction with respect to Azteca warrants. The Azteca Initial Stockholders have agreed to waive their redemption rights with respect to the shares of Azteca common stock they received through Azteca's initial public offering (the "Founder Shares") and any Public Shares they may hold in connection with the consummation of the Transaction, and the Founder Shares will be excluded from the pro rata calculation used to determine the per-share redemption price.

Each public stockholder of Azteca common stock may elect to redeem such holder's Public Shares irrespective of whether such holder votes for or against the approval of the Transaction proposal. Azteca has no specified maximum redemption threshold. However, Azteca will not close the Transaction unless it has at least \$80.0 million of cash, after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of an aggregate of \$ \_\_\_\_\_ representing deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino, held either in or outside the Trust Account. Azteca's public stockholders will be able to redeem their shares up to two business days prior to the vote on the Transaction proposal.

Azteca stockholders, together with any of their affiliates or any other person with whom they are acting in concert or as a "group" (as defined under Section 13 of the Exchange Act) will be restricted from redeeming their shares with respect to more than an aggregate of 15% of the shares sold in Azteca's initial public offering. Azteca may enter into privately negotiated transactions to purchase Public Shares from stockholders prior to consummation of the Transaction

Table of Contents

with proceeds to be released from the Trust Account immediately following consummation of the Transaction.

**Q:**  
**How much will I receive if I exercise my redemption rights?**

A: Pursuant to Azteca's amended and restated certificate of incorporation, the redemption price shall be cash equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares. We anticipate that the redemption price will be \$10.05.

Public Shares will only be redeemed if the Transaction is consummated. However, even if the Transaction is not consummated, holders of Public Shares who elected to redeem Public Shares would receive the same portion of the Trust Account that they would receive upon liquidation. As of February , 2013, the redemption value would be equal to approximately \$10.05 per share. The initial public offering price of Azteca's units was \$10.00 per unit.

**Q:**  
**Will how I vote affect my ability to exercise redemption rights?**

A. No. Unlike most SPAC merger procedures, you may exercise your redemption rights whether you vote your shares of Azteca common stock for or against approval of the Merger Agreement. Accordingly, the Transaction can be approved by stockholders who will redeem shares and no longer remain stockholders leaving stockholders who chose not to redeem, holding shares in a company with a less liquid trading market, substantially fewer stockholders, less cash, and the potential inability to meet the listing standards of NASDAQ.

**Q:**  
**How do I exercise my redemption rights?**

A: If you wish to exercise your redemption rights, you must:

send a letter to Azteca's transfer agent, Continental Stock Transfer & Trust Company, at 17 Battery Place, 8th Floor, New York, New York 10004, Attn: Mark Zimkind, stating that you are exercising your redemption rights and demanding your shares of Azteca common stock be converted into cash; and

either:

physically tender, or if you hold your shares of Azteca common stock in "street name," instruct your broker to physically tender your stock certificates representing shares of Azteca common stock to Continental Stock Transfer & Trust Company by the later of , 2013 or two business days prior to the date of the vote on the Transaction proposal; or

deliver your shares electronically using the Depository Trust Company's DWAC (Deposit/Withdrawal At Custodian) System, to Continental Stock Transfer & Trust Company by the later of , 2013 or two business days prior to the date of the vote on the Transaction proposal.

You may elect to redeem your Public Shares irrespective of whether you vote for or against the approval of the Transaction proposal.

**Q:**  
**Will Azteca and its initial stockholders, directors, officers, advisors and their affiliates have the ability to purchase Public Shares in the open market prior to the shareholder vote?**

A.

Yes. Azteca has the ability to utilize funds in the Trust Account to purchase up to 15% of the total number of shares of Azteca common stock issued in Azteca's initial public offering (the "Offering Shares"), or 1,500,000 shares, in the open market at any time commencing after the filing of a

Table of Contents

preliminary proxy statement and ending on the record date for the Azteca stockholder meeting to approve the Merger Agreement ("Open Market Purchases"). Such Open Market Purchases may be made only at per share prices (inclusive of commissions) that do not exceed an amount equal to (A) the aggregate amount then on deposit in the Trust Account divided by (B) the total number of Offering Shares then outstanding. Any Offering Shares so purchased shall be immediately cancelled. Notwithstanding such authority, Azteca does not currently intend to effect any such purchases. If such position changes it will file a Form 8-K with the SEC.

In addition, Azteca may enter into privately negotiated transactions to purchase Public Shares, without limitation, from stockholders prior to consummation of the Transaction with proceeds to be released from the Trust Account immediately following consummation of the Transaction. Notwithstanding such ability, Azteca does not currently intend to effect any such transactions. If such position changes it will file a Form 8-K with the SEC.

Azteca's initial stockholders, directors, officers, advisors and their affiliates may purchase Azteca common stock in the public market or in privately negotiated transactions, utilizing their own funds, at any time prior to the consummation of the Transaction without limitation. Any such purchases will be reported on Form 4's within the required time period for the filing of such forms.

**Q. What impact will open market purchases by Azteca and its initial stockholders, directors, officers, advisors and their affiliates have on the stockholder vote, the likelihood of effectuating the Transaction and Azteca's capitalization after the Transaction?**

A. If Azteca effects open market purchases prior to the consummation of the Transaction (although Azteca does not currently intend to do so), those shares would be cancelled, and therefore the likelihood that a stockholder vote to approve the Transaction would be obtained would increase as the percentage of voting shares held by Azteca's Sponsor, directors, officers who have agreed to vote in favor of the Transaction would represent a higher percentage of total outstanding shares. However, the impact of these open market purchases on the funds in the Trust Account would be similar to that of a redemption and therefore make it less likely that Azteca will fulfill the closing condition that it have at least \$80 million of cash at the closing of the Transaction. Furthermore, if the Transaction occurs, these repurchases would have the effect of reducing the funds available to Hemisphere after the Transaction.

If Azteca effects privately negotiated purchases with proceeds to be released from the Trust Account immediately following consummation of the Transaction, it would increase the likelihood that stockholder approval would be obtained as these persons would vote for the Transaction. However, the impact of these privately negotiated purchases would make it less likely that Azteca will fulfill the closing condition that it have at least \$80 million of cash at the closing of the Transaction. Furthermore, if the Transaction occurs, these repurchases would have the effect of reducing the funds available to Hemisphere after the Transaction.

If Azteca's Sponsor, directors, officers, advisors and their affiliates effect open market purchases prior to the consummation of the Transaction the effect would be to increase the likelihood of obtaining stockholder approval of the Transaction as each of these persons have agreed to vote any shares held by them in favor of the Transaction. As each of these persons has waived their right to redeem any Azteca common stock that they hold, these repurchases would also have the effect of making it more likely that Azteca will have at least \$80 million of cash at the closing of the Transaction.

**Q: What are the federal income tax consequences of exercising my redemption rights?**

A: Azteca stockholders who exercise their redemption rights to receive cash from the Trust Account in exchange for their shares of Azteca common stock generally will be required to treat the



Table of Contents

transaction as a sale of such shares and recognize gain or loss upon the redemption in an amount equal to the difference, if any, between the amount of cash received and the tax basis of the shares of Azteca common stock redeemed. Such gain or loss should be treated as capital gain or loss if such shares were held as a capital asset on the date of the redemption. A stockholder's tax basis in such holder's shares of Azteca common stock generally will equal the cost of such shares. A stockholder who purchased Azteca units would have been required to allocate the cost between the shares of Azteca common stock and the warrants comprising the units based on their relative fair market values at the time of the purchase. You are strongly urged to consult with a tax advisor to determine the particular U.S. federal, state or local or foreign income or other tax consequences of exercising your redemption rights. See "Material U.S. Federal Income Tax Consequences."

**Q:**  
**Should I send in my share certificates now for the exchange?**

**A:**  
No. Azteca stockholders should keep any share certificates they hold at this time. After the consummation of the Transaction, Azteca stockholders holding Azteca share certificates will receive from Hemisphere's exchange agent a letter of transmittal and instructions on how to obtain shares of Hemisphere Class A common stock issued in the Transaction.

Upon the effective time of the Transaction, each holder of record of one or more book entry shares will be entitled to receive, and Hemisphere will cause the exchange agent to deliver to such holder as promptly as practicable after the effective time of the Transaction, the Hemisphere Class A common stock to which such holder is entitled under the Merger Agreement. Holders of book entry shares will not be required to deliver a certificate or an executed letter of transmittal to the exchange agent in order to receive their shares of Hemisphere Class A common stock issued in the Transaction.

**Q:**  
**Are Azteca stockholders entitled to appraisal or dissenters' rights?**

**A:**  
Yes. Under the DGCL, Azteca common stockholders have the right not to consent to the Transaction and to instead exercise appraisal rights in connection with the Transaction so as to receive cash in lieu of the consideration otherwise proposed pursuant to the Merger Agreement. Holders of Azteca common stock who elect to exercise such appraisal rights and who perfect those rights under the DGCL will be entitled to the appraised fair market value of their shares of Azteca common stock paid to them in cash. The appraised fair value of any holder's Azteca common stock may be more or less than the amount that would be paid to such holder pursuant to the Merger Agreement. To exercise appraisal rights, a stockholder must follow carefully the requirements of the DGCL, including not consenting to, or voting in favor of, the adoption and approval of the Merger Agreement and giving the required written notice to Azteca. These procedures are summarized under the section entitled "The Agreements Description of the Merger Agreement Appraisal Rights Under Delaware Law" beginning on page 168. A copy of the relevant provisions of the DGCL addressing appraisal rights is attached as Annex C to this proxy statement/prospectus. Azteca common stockholders intending to exercise appraisal rights should read the statutory provisions carefully and consult with their own legal advisors, as any deviation from the statutory requirements may result in a forfeiture of appraisal rights otherwise available to such stockholder.

Since any payments made to stockholders who validly elect to exercise appraisal rights will not be required to be made by Hemisphere until after the consummation of the Transaction, such elections will not have any impact on the closing condition that Azteca have at least \$80 million of cash in the Trust Account (after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino). By contrast, based on the Trust Account balance as

Table of Contents

of January 31, 2013, if holders of Public Shares elected to exercise their redemption rights with respect to more than 2,041,153 shares (representing approximately 20% of the Public Shares outstanding), such redemptions would impact the closing condition that Azteca have at least \$80.0 million of cash in the Trust Account.

In order to avoid the time and potential cost of the share appraisal process which follows the exercise of dissenters' rights, Azteca stockholders may opt instead to exercise their redemption rights, as described in the above questions and answers and in the section entitled "The Transaction Redemption Rights of Azteca Stockholders" beginning on page 159.

*Information about the Special Meeting of Warrantholders*

**Q. If the Warrant Amendment Proposal is approved, but I don't vote "FOR" it, will the proposed amendments be binding on me and will my warrants be subject to the Warrant Amendment?**

A. Yes. If the Warrant Amendment Proposal is approved, assuming the Transaction is consummated, the proposed amendments to the Warrant Agreement will be binding on all warrantholders, and all of your warrants will be automatically amended, whether or not you voted "FOR" the Warrant Amendment Proposal.

**Q. What happens to my Azteca warrants I hold if I vote my Azteca shares against approval of the Transaction proposal and/or validly exercise my redemption rights?**

A. Your Azteca Warrants will not be affected by either an exercise of your redemption rights with respect to shares of Azteca common stock that you currently hold or by your vote, either for or against the Transaction. If the Transaction is consummated, all of your warrants will be amended in exchange for a cash payment of \$0.50 per share and your Azteca warrants will represent the right to receive shares of Hemisphere Class A common stock on the same terms and conditions as the Amended Azteca Warrants that you held immediately prior to the Transaction. If the Transaction is not consummated, the Warrant Amendment will not be effective.

**Q: If I am an Azteca warrant holder, can I exercise redemption rights with respect to my warrants?**

A: No. There are no redemption rights with respect to Azteca's warrants.

**Q: If I am an Azteca warrant holder, will my warrants become exercisable for shares of Hemisphere Class A common stock if the Transaction is consummated?**

A: Yes. Pursuant to the Merger Agreement and the terms of the Azteca warrants, each Amended Azteca Warrant outstanding immediately prior to the consummation of the Transaction (other than 2,333,334 Sponsor Warrants that will be retired for cash immediately prior to the consummation of the Transaction) will automatically be converted into the right to acquire shares of Hemisphere Class A common stock on the same terms and conditions as were in effect with respect to such warrants immediately prior to the consummation of the Transaction, as amended by the Warrant Amendment. It is a condition to the closing of the Transaction that the terms of the warrants are amended as described herein. In the event that Azteca does not consummate the Transaction by April 6, 2013, Azteca will be required to liquidate and any Azteca warrants you own will expire without value.

*General*

**Q: How will the solicitation of proxies be handled?**

A: Azteca is soliciting proxies for the special meetings from Azteca stockholders and Public Warrantholders. Azteca will bear the cost of soliciting proxies from Azteca stockholders and warrantholders, except that Azteca, WAPA and Cinelatino have agreed to bear 50%, 31% and 19%, respectively, of the costs incurred in connection with the printing and mailing of this proxy



Table of Contents

statement/prospectus. In addition to this mailing, Azteca's directors, officers and employees (who will not receive any additional compensation for such services) may solicit proxies by telephone or in-person meeting.

Azteca has also engaged the services of Morrow & Co., LLC to assist in the solicitation and distribution of the proxies, for an initial fee of \$12,500 plus out-of-pocket expenses. Azteca will pay Morrow & Co., LLC an additional fee of \$27,500 upon successful completion of the Transaction.

Azteca will reimburse brokerage houses and other custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses for forwarding proxy and solicitation materials to the beneficial owners of Azteca common stock.

**Q: What do I need to do now?**

A: Read and consider the information contained in this proxy statement/prospectus carefully, and then please vote your shares and warrants, as applicable, as soon as possible so that your shares and warrants, as applicable, may be represented at the applicable special meeting.

**Q: How do I vote?**

A: You can vote by proxy before the applicable special meeting or you can vote in person by completing a ballot at the applicable special meeting. Even if you plan to attend the applicable special meeting, we encourage you to vote your shares by proxy as soon as possible. After carefully reading and considering the information contained in this proxy statement/prospectus, please submit your proxy by telephone or over the Internet in accordance with the instructions set forth on the enclosed proxy card (if you are a beneficial holder), or mark, sign and date the proxy card, and return it in the enclosed postage-paid envelope as soon as possible so that your shares may be voted at the applicable special meeting. For detailed information, see "The Special Meeting of Warrantheolders and Special Meeting of Azteca Stockholders How to Vote Your Stock and/or Warrants" beginning on page 143. YOUR VOTE IS VERY IMPORTANT.

**Q: My shares and/or warrants are held in "street name" by my broker. Will my broker automatically vote my shares and/or warrants for me?**

A: No. If your shares and/or warrants are held in a stock brokerage account or by a bank or other nominee, you are considered the "beneficial holder" of the shares and/or warrants held for you in what is known as "street name." If this is the case, this proxy statement/prospectus has been forwarded to you by your brokerage firm, bank or other nominee, or its agent. As the beneficial holder, you have the right to direct your broker, bank or other nominee as to how to vote your shares and/or warrants. If you do not provide voting instructions to your broker on a particular proposal on which your broker does not have discretionary authority to vote, your shares and/or warrants will not be voted on that proposal. This is called a "broker non-vote."

Broker non-votes will be counted for purposes of determining the presence of a quorum at the special meeting of stockholders and special meeting of warrantheolders. As noted in the previous paragraph, however, brokers, banks and other nominees that are members of the NYSE do not have discretionary authority to vote on the proposals in this proxy statement/prospectus. To the extent that there are any broker non-votes, a broker non-vote will have the same effect as a vote "AGAINST" the proposal to approve and adopt the Merger Agreement and the proposal to approve the Warrant Amendment, but will have no effect on the other proposals.

**Q: Can I change my vote after I have submitted a proxy by telephone or over the Internet or submitted my completed proxy card?**

A: Yes. If you are a stockholder or warrantheolder of record, you can change your vote by revoking your proxy at any time before it is voted at the applicable special meeting. You can do this in one

Table of Contents

of four ways: (1) submit a proxy again by telephone or over the Internet prior to midnight on the night before the applicable special meeting; (2) sign another proxy card with a later date and return it by mail prior to midnight on the night before the applicable special meeting; (3) attend the applicable special meeting and complete a ballot; or (4) send a written notice of revocation to the secretary of Azteca so that it is received prior to midnight on the night before the applicable special meeting at the following address:

Azteca Acquisition Corporation  
421 N. Beverly Drive, Suite 300  
Beverly Hills, California 90210  
(310) 553-7009  
Attention: Juan Pablo Albán

If you have instructed a broker to vote your shares and/or warrants, you must follow directions received from your broker to change your vote.

**Q:** **What should stockholders and warrant holders do if they receive more than one set of voting materials for the applicable special meeting?**

**A:** You may receive more than one set of voting materials for the special meeting of stockholders or warrant holders, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction cards. Please complete, sign, date and return each proxy card and voting instruction card that you receive. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. Additionally, if you are a holder of record and your shares or warrants are registered in more than one name, you will receive more than one proxy card.

**Q:** **Who can help answer my questions?**

**A:** If you have questions about the transactions described herein, the special meeting of stockholders or the special meeting of warrant holders, or if you need to obtain copies of the accompanying proxy statement/prospectus, proxy cards or election forms, you may contact the appropriate contacts listed below. You will not be charged for any of the documents you request. If your shares or warrants are held in a stock brokerage account or by a bank or other nominee, you should contact your broker, bank or other nominee for additional information.

Morrow & Co., LLC  
470 West Avenue, 3rd Floor  
Stamford, CT 06902  
Telephone: (800) 662-5200  
Banks and Brokerage Firms: (203) 658-9400

You may also contact:

Azteca Acquisition Corporation  
421 N. Beverly Drive, Suite 300  
Beverly Hills, California 90210  
(310) 553-7009  
Attention: Juan Pablo Albán

If you would like to request documents, please do so by \_\_\_\_\_, 2013, in order to receive them before the special meetings.

Table of Contents

**SUMMARY**

The following summary highlights only selected information contained elsewhere in this proxy statement/prospectus and may not contain all the information that may be important to you. Accordingly, you are encouraged to read this proxy statement/prospectus carefully and in its entirety, including its annexes. See the section entitled "Where You Can Find More Information" on page 216.

**Parties to the Transaction**

***Azteca Acquisition Corporation***

Azteca Acquisition Corporation, which we refer to as Azteca, is a blank check company initially formed in the British Virgin Islands on April 15, 2011 and reincorporated in the State of Delaware on June 8, 2011 for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses. Azteca consummated its initial public offering on July 6, 2011, generating net proceeds of approximately \$101,218,000, which includes proceeds from the sale of the Sponsor Warrants. Certain amounts of the underwriting compensation has been deferred until the consummation of Azteca's initial business combination. Azteca's common stock, warrants and units are currently quoted on the Over-the-Counter Bulletin Board quotation system, or the OTCBB, under the symbols "AZTA," "AZTAW" and "AZTAU," respectively. Azteca's principal executive offices are located at 421 N. Beverly Drive, Suite 300, Beverly Hills, California 90210, and its telephone number is (310) 553-7009.

***InterMedia Español Holdings, LLC***

InterMedia Español Holdings, LLC, which we refer to as WAPA, consists of the leading broadcast television network and television content producer in Puerto Rico, and a unique Spanish-language cable television network serving Hispanics in the United States. WAPA also operates a sports television network and a news and entertainment website in Puerto Rico. WAPA consists of the following:

*Teleicentro of Puerto Rico, LLC* ("WAPA PR"): #1-rated broadcast television network in Puerto Rico for the last four years, with an 18.5 household rating and a 32% audience share in primetime in 2012. WAPA PR is Puerto Rico's news leader and the largest local producer of entertainment programming, producing over 65 hours each week. Through WAPA PR's multicast signal and on all cable and satellite systems, WAPA PR operates WAPA 2 Deportes, the leading sports television network in Puerto Rico. WAPA PR also operates WAPA.TV, the leading broadband news and entertainment website in Puerto Rico with 2.5 million monthly visits, over 13 million monthly page views and over 840,000 monthly unique visitors.

*WAPA America, Inc.* ("WAPA America"): sister network of WAPA PR serving primarily Puerto Ricans and other Caribbean Hispanics in the U.S. WAPA America is one of the most broadly distributed Spanish-language cable television networks in the U.S. with over 5 million subscribers. WAPA America is programmed primarily with the news and entertainment programming produced by WAPA PR.

In 2007, InterMedia Partners VII, L.P. (the "WAPA Member") acquired a 100% economic interest in WAPA from LIN Television Corporation. WAPA owns 100% of the holding company that owns 100% of each of WAPA PR and WAPA America.

***Cine Latino, Inc.***

Cinelatino is the leading Spanish-language cable movie network with approximately 12 million subscribers across the U.S., Latin America and Canada. Cinelatino is programmed with a lineup featuring the best contemporary films and original television series from Mexico, Latin America, the U.S. and Spain. Cinelatino is the only Spanish-language movie network focused on premium,

Table of Contents

contemporary films. Driven by the strength of its programming, Cinelatino is the #2-Nielsen rated Spanish-language cable television network in the U.S.

Cinelatino is distributed by all major U.S. cable, satellite and telecommunications operators on Hispanic program packages, and by many Latin American distributors, generally on basic video packages. Hispanic packages distributed in the U.S. generally consist of 20 or more Spanish-language channels, such as WAPA America, CNN en Español, Discovery en Español, History en Español, ESPN Deportes and Fox Deportes.

Cinelatino is currently commercial-free and generates 100% of its revenue through subscriber fees pursuant to multi-year distribution agreements. The distribution agreements provide for annual rate increases and ensure steady and predictable cash flows.

In 2007 InterMedia Cine Latino, LLC ("InterMedia Cine") acquired a 50% economic interest in Cinelatino from MVS Cine Latino, S.A. de C.V., a wholly-owned subsidiary of MVS. Shortly thereafter, Cinelatino hired James M. McNamara, the former CEO of Telemundo, as Chairman. Concurrently, Mr. McNamara acquired a 5.0% interest. Immediately prior to the transactions contemplated hereby, each of Cinema Aeropuerto, a wholly-owned subsidiary of MVS, and InterMedia Cine had a 47.5% ownership interest in Cinelatino.

***Hemisphere Media Group, Inc.***

Hemisphere Media Group, Inc., which we refer to as Hemisphere, is a Delaware corporation and a direct wholly-owned subsidiary of Cinelatino. Hemisphere was organized on January 16, 2013, solely for the purpose of effecting the Transaction. Pursuant to the Merger Agreement, WAPA Merger Sub will be merged with and into WAPA, Cine Merger Sub will be merged with and into Cinelatino, and Azteca Merger Sub will be merged with and into Azteca. As a result of these transactions, WAPA, Cinelatino and Azteca will each become indirect wholly-owned subsidiaries of Hemisphere. As a result of the Transaction, Hemisphere will become a publicly traded corporation, and the Azteca stockholders, the Cinelatino stockholders and the WAPA Member will own stock in Hemisphere. Hemisphere has not carried on any activities other than in connection with the Transaction. Hemisphere's principal executive offices are located at c/o Cine Latino, Inc. 2000 Ponce de Leon Boulevard, Suite 500, Coral Gables, FL 33134.

***Hemisphere Media Holdings, LLC***

Hemisphere Media Holdings, LLC, which we refer to as Holdco, is a Delaware limited liability company and a direct wholly-owned subsidiary of Hemisphere. Holdco was organized on January 16, 2013, solely for the purpose of effecting the Transaction. Pursuant to the Merger Agreement, WAPA Merger Sub will be merged with and into WAPA, Cine Merger Sub will be merged with and into Cinelatino, and Azteca Merger Sub will be merged with and into Azteca. As a result of these transactions, WAPA, Cinelatino and Azteca will each become direct wholly-owned subsidiaries of Holdco. Holdco's principal executive offices will be, upon consummation of the Transaction, located at 405 Lexington Avenue, 48th Floor, New York, NY 10174.

***Hemisphere Merger Sub I, LLC***

Hemisphere Merger Sub I, LLC., which we refer to as WAPA Merger Sub, is a Delaware limited liability company and a direct wholly-owned subsidiary of Holdco. WAPA Merger Sub was organized on January 16, 2013, solely for the purpose of effecting the Transaction. Pursuant to the Merger Agreement, WAPA Merger Sub will be merged with and into WAPA and, as a result, WAPA will become an indirect wholly-owned subsidiary of Hemisphere. WAPA Merger Sub will not carry on any activities other than in connection with the Transaction. WAPA Merger Sub's principal executive offices will be, upon consummation of the Transaction, located at 405 Lexington Avenue, 48th Floor New York, NY 10174.

Table of Contents

***Hemisphere Merger Sub II, Inc.***

Hemisphere Merger Sub II, Inc., which we refer to as Azteca Merger Sub, is a Delaware corporation and a direct wholly-owned subsidiary of Holdco. Azteca Merger Sub was organized on January 16, 2013, solely for the purpose of effecting the Transaction. Azteca Merger Sub will be merged with and into Azteca and, as a result, Azteca will become an indirect wholly-owned subsidiary of Hemisphere. Azteca Merger Sub will not carry on any activities other than in connection with the Transaction. Azteca Merger Sub's principal executive offices will be, upon consummation of the Transaction, located at 405 Lexington Avenue, 48th Floor New York, NY 10174.

***Hemisphere Merger Sub III, Inc.***

Hemisphere Merger Sub III, Inc., which we refer to as Cine Merger Sub, is a Delaware corporation and a direct wholly-owned subsidiary of Holdco. Cine Merger Sub was organized on January 16, 2013, solely for the purpose of effecting the Transaction. Cine Merger Sub will be merged with and into Cinelatino and, as a result, Cinelatino will become an indirect wholly-owned subsidiary of Hemisphere. Cine Merger Sub will not carry on any activities other than in connection with the Transaction. Cine Merger Sub's principal executive offices will be, upon consummation of the Transaction, located at 405 Lexington Avenue, 48th Floor New York, NY 10174.

**The Proposed Transaction**

Azteca, Hemisphere, WAPA, Cinelatino and the Merger Subs entered into the Merger Agreement providing for the combination of Azteca, WAPA and Cinelatino as indirect subsidiaries of a new parent holding company, Hemisphere. As a result of the Transaction, former holders of Cinelatino common stock and the former holder of membership interests in WAPA will own Hemisphere Class B common stock and warrants to purchase Hemisphere Class A common stock, the Azteca stockholders will own Hemisphere Class A common stock and the Azteca warrant holders will own warrants to purchase Hemisphere Class A common stock. In connection with the Transaction, Hemisphere has applied to list its Class A common stock on NASDAQ under the symbol "HMTV." Hemisphere expects its warrants will trade on the OTCBB under the symbol "HMTVW" following the consummation of the Transaction. Pursuant to the Merger Agreement, WAPA Merger Sub will be merged with and into WAPA, Cine Merger Sub will be merged with and into Cinelatino and Azteca Merger Sub will be merged with and into Azteca. As a result, Azteca, WAPA and Cinelatino will each become indirect wholly-owned subsidiaries of Hemisphere.

The Transaction will result in the exchange of equity interests between Azteca, Cinelatino, WAPA and Hemisphere. Cinelatino and WAPA have acted in concert to negotiate the exchange of equity interests with Azteca and Hemisphere. The combined operations of Cinelatino and WAPA will represent the ongoing reporting entity for accounting purposes and their historic financial statements will become the financial statements of Hemisphere. Cinelatino and WAPA are not considered to have a change in control since Cinelatino and WAPA's operations will represent the ongoing operations of the combined entity, and its former equity owners will serve as the senior management of the combined entity, will own a majority voting interest in the combined entity and will be able to elect a majority of the combined entity's board of directors. Accordingly, the Transaction does not constitute an acquisition of a business for purposes of Financial Accounting Standards Board's Accounting Standard Codification 805, "Transactions," or ASC 805. As a result, the assets and liabilities of Cinelatino, WAPA and Azteca will be carried at historical cost and Hemisphere will not record any step-up in basis or recognition of intangible assets or goodwill as a result of the Transaction. All direct costs of the Transaction will be offset to additional paid-in capital.

WAPA and Cinelatino are affiliated companies by virtue of InterMedia Partners VII, L.P.'s ownership interests in each company. InterMedia Partners VII, L.P. directly holds 100% of the economic interests in WAPA and indirectly holds 47.5% of the common stock of Cinelatino through its controlling interest in InterMedia Cine Latino, LLC.



Table of Contents

The organization of Azteca, WAPA, Cinelatino, Holdco and Hemisphere before and after the Transaction is illustrated in the following charts.

**Prior to the Transaction**

**The Transaction Step 1**



Table of Contents

**The Transaction Step 2**

**Result of Transaction**

For additional information on the Transaction, see "The Transaction" beginning on page 151, and for additional information on the Merger Agreement and the related transaction documents, see "The Agreements" beginning on page 167.

**Merger Consideration Received by Azteca Stockholders**

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As a result of the Transaction, each of the outstanding shares of Azteca common stock, other than Azteca excluded shares, will be automatically converted into one share of Hemisphere Class A common stock. In addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement, the Azteca Initial Stockholders have agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of

Table of Contents

Hemisphere Class A common stock does not reach certain levels. Please see the section entitled "The Agreements Additional Agreements The Equity Restructuring and Warrant Purchase Agreement" beginning on page 181 for additional information and a summary of certain terms of this arrangement. A description of the Hemisphere Class A and Hemisphere Class B common stock to be issued in connection with the Transaction is set forth under the section entitled "Description of Hemisphere Securities" beginning on page 203.

**Merger Consideration Received by the WAPA/Cinelatino Investors**

As a result of the Transaction, the WAPA/Cinelatino Investors will receive aggregate consideration of 33,000,000 shares of Hemisphere Class B common stock in a private placement transaction exempt from registration under the Securities Act of 1933, as amended (the "Act") and an aggregate cash payment of \$5.0 million. The WAPA/Cinelatino Investors have agreed that 3,000,000 shares of Hemisphere Class B common stock will be subject to certain forfeiture provisions if the market price of the shares of Hemisphere Class A common stock do not reach certain levels. Please see the section entitled "The Agreements Additional Agreements The Equity Restructuring and Warrant Purchase Agreement" beginning on page 181 for additional information and a summary of certain terms of this arrangement. A description of the Hemisphere Class A and Hemisphere Class B common stock to be issued in connection with the Transaction is set forth under the section entitled "Description of Hemisphere Securities" beginning on page 203. The Hemisphere Class B common stock will vote on a 10 to 1 basis with the Hemisphere Class A common stock, which means that each share of Hemisphere Class B common stock will have 10 votes and each share of Hemisphere Class A common stock will have 1 vote.

**Warrant Issuances**

Immediately following the consummation of the Transaction, Hemisphere will sell to the WAPA/Cinelatino Investors in a private placement transaction exempt from registration under the Act an aggregate of 2,333,334 warrants to purchase 1,166,667 shares of Hemisphere Class A common stock for a purchase price per warrant equal to \$0.50. These warrants, which we refer to as Seller Warrants, will have the same terms as the Amended Azteca Warrants held by the Public Warrantholders immediately prior to the consummation of the Transaction.

**Sale of Sponsor Warrants**

Azteca will purchase from the Current Sponsor Warrantholders, 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction.

**Share Forfeiture Provisions**

Pursuant to the Securities Purchase Agreement, an aggregate of 735,294 Founder Shares are subject to forfeiture by the Azteca Initial Stockholders as follows: (1) 378,788 Founder Shares will be subject to forfeiture in the event the closing sales price of Azteca's shares does not equal or exceed \$15.00 per share (as adjusted for share splits, share dividends, reorganization, recapitalizations and the like) for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and (2) 356,506 Founder Shares will be subject to forfeiture in the event the closing sales price of Azteca's shares does not equal or exceed \$12.50 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction. In connection with the Transaction, such Founder Shares will be converted into Hemisphere Class A common stock and will be subject to the same forfeiture provisions described above. In addition, the Azteca Initial Stockholders also agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to forfeiture provisions similar to those set forth above. Specifically, (i) 125,000 shares of

Table of Contents

Hemisphere Class A common stock received in the Transaction are subject to forfeiture if Hemisphere Class A common stock does not equal or exceed the \$15.00 per share target price discussed above and (ii) 125,000 shares of Hemisphere Class A common stock received in the Transaction are subject to forfeiture if Hemisphere Class A common stock does not equal or exceed the \$12.50 per share target price discussed above. Each of these forfeiture provisions shall survive for a period of 60 months following the consummation of the Transaction. Additionally, in connection with the Transaction, the Azteca Initial Stockholders have agreed to contribute an aggregate of 250,000 Founder Shares to Azteca for no consideration immediately prior to the consummation of the Transaction, and such shares will be cancelled.

**Total Hemisphere Shares to be Issued**

The number of shares of Hemisphere Class B common stock to be issued to the WAPA/Cinelatino Investors will not change. Therefore, based on the number of shares of Azteca common stock outstanding as of \_\_\_\_\_, 2013, the latest practicable date before the printing of this proxy statement/prospectus, and assuming no shares of Azteca common stock are redeemed between the date hereof and \_\_\_\_\_, 2013, the total number of shares of Hemisphere Class A common stock and Hemisphere Class B common stock to be issued by Hemisphere will be approximately 41,264,706 excluding exercise of warrants and shares subject to forfeiture. Assuming no redemptions by the Azteca stockholders and no repurchases of the Azteca common stock prior to the consummation of the Transaction, the WAPA/Cinelatino Investors and the Azteca stockholders will own approximately 73% and 27%, respectively, of the capital stock of Hemisphere, excluding warrants.

The Hemisphere Class B common stock will vote on a 10 to 1 basis with the Hemisphere Class A common stock, which means that each share of Hemisphere Class B common stock will have 10 votes and each share of Hemisphere Class A common stock will have 1 vote. Therefore, the WAPA/Cinelatino Investors will control approximately 96% of the voting power of all of Hemisphere's outstanding capital stock.

**Comparative Per Share Market Price**

Azteca common stock is quoted on the OTCBB under the symbol "AZTA." The following table shows the closing prices of Azteca common stock as reported on January 22, 2013, the last trading day before the Transaction was publicly announced, and on \_\_\_\_\_, 2013, the last practicable trading day before the date of this proxy statement/prospectus.

	Azteca Common Stock	
January 22, 2013	\$	9.99
_____, 2013	\$	

The market prices of Azteca common stock will fluctuate prior to the consummation of the Transaction. You should obtain current market quotations for the shares.

WAPA and Cinelatino are privately held companies and there is no established public trading market for the WAPA membership units and Cinelatino common stock.

**Special Meeting of Azteca Stockholders**

*Date, Time and Place*

A special meeting of the stockholders of Azteca will be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166, on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m., Eastern time, unless the special meeting is adjourned or postponed.

Table of Contents

***Purposes of the Special Meeting***

At the special meeting, Azteca stockholders will be asked to consider and vote upon the following matters:

- (1) to approve and adopt the Merger Agreement;
- (2) to approve the adjournment of the special meeting (if it is necessary or appropriate to solicit additional proxies because there are not sufficient votes to approve and adopt the Merger Agreement); and
- (3) to transact any other business that may properly come before the special meeting of stockholders or any reconvened meeting following an adjournment or postponement of the special meeting of stockholders.

***Record Date; Shares Entitled to Vote***

Holders of shares of Azteca common stock as of the close of business on \_\_\_\_\_, 2013, or the record date, are entitled to notice of, and to vote at, the special meeting or one or more adjournments thereof. Each share of Azteca common stock is entitled to one vote.

As of the record date, 12,500,000 shares of Azteca common stock were outstanding.

***Quorum at the Special Meeting***

Holders of a majority in voting power of the Azteca common stock issued and outstanding and entitled to vote at the special meeting, present in person or represented by proxy, constitute a quorum. In the absence of a quorum, a majority of the Azteca stockholders, present in person or represented by proxy, will have power to adjourn the special meeting. As of the record date, 6,250,001 shares of Azteca common stock would be required to achieve a quorum.

***Vote Required***

*Proposal to Approve and Adopt the Merger Agreement by Azteca stockholders:* Approving and adopting the Merger Agreement requires the affirmative vote of holders of at least a majority of the shares of Azteca common stock outstanding and entitled to vote. Accordingly, an Azteca stockholder's failure to submit a proxy card or to vote in person at the special meeting, an abstention from voting, or the failure of an Azteca stockholder who holds his or her shares in "street name" through a broker or other nominee to give voting instructions to such broker or other nominee, will have the same effect as a vote "AGAINST" the Transaction proposal.

*Proposal to Approve the Adjournment of the Special Meeting by Azteca stockholders:* Approving the adjournment of the special meeting (if it is necessary or appropriate to solicit additional proxies because there are not sufficient votes to approve and adopt the Merger Agreement) requires the affirmative vote of at least a majority of votes cast by the Azteca stockholders present, in person or represented by proxy, at the special meeting and entitled to vote on the adjournment proposal. Accordingly, abstentions will have the same effect as a vote "AGAINST" the proposal to adjourn the special meeting, while broker non-votes and shares not in attendance at the special meeting will have no effect on the outcome of any vote to adjourn the special meeting.

***Recommendation of the Azteca Board***

The Azteca Board has unanimously (i) approved the Merger Agreement and the consummation of the transactions contemplated thereby upon the terms and subject to the conditions set forth in the Merger Agreement, (ii) determined that the terms of the Transaction are fair to, and in the best interests of, Azteca and its stockholders, (iii) directed that the Merger Agreement be submitted to Azteca stockholders for approval and adoption, (iv) recommended that Azteca stockholders approve

Table of Contents

and adopt the Merger Agreement and (v) declared the advisability of the Merger Agreement, and the Transaction.

The Azteca Board unanimously recommends that Azteca stockholders vote:

"FOR" the proposal to approve and adopt the Merger Agreement; and

"FOR" the proposal to approve the adjournment of the special meeting (if it is necessary or appropriate to solicit additional proxies because there are not sufficient votes to approve and adopt the merger agreement).

We refer to the recommendation that Azteca stockholders vote "FOR" the proposal to approve and adopt the Merger Agreement as the Azteca recommendation. See "The Transaction Recommendation of the Azteca Board; Reasons for the Transaction" beginning on page 156.

**The Warrant Amendment**

At the special meeting of warrant holders, Azteca will ask its Public Warrant holders to approve and consent to the Warrant Amendment pursuant to which (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share, (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), \$0.50 in cash (the "Cash Amount"), (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances. The effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock. Only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock.

If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrant holders have approved the Warrant Amendment. The Transaction will not be consummated unless the Warrant Amendment is approved by holders of 65% of the outstanding Public Warrants (as required under section 9.8 of the Warrant Agreement), even if the Transaction proposal is approved by our stockholders. If the Transaction is completed, payment of the Cash Amount will require Azteca to pay an aggregate of \$5.0 million to Public Warrant holders and \$2.3 million to Azteca's Sponsor.

If the Warrant Amendment Proposal is not approved at the special meeting of warrant holders, then the Transaction proposal will not be presented to Azteca stockholders for a vote. If Azteca is unable to consummate the Transaction by April 6, 2013, it will be required to liquidate and all Azteca warrants will expire worthless.



Table of Contents

**Special Meeting of Warrantholders**

***Date, Time and Place***

A special meeting of the warrant holders of Azteca will be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166, on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m., Eastern time, unless the special meeting is adjourned or postponed.

***Purposes of the Special Meeting***

At the special meeting of warrant holders, Azteca will ask Public Warrantholders to vote upon the following matters:

(1) to approve the Warrant Amendment pursuant to which (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share, (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), the Cash Amount, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances. The effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock and therefore only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock. If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrant holders have approved the Warrant Amendment;

(2) to approve the adjournment of the special meeting of warrant holders to a later date or dates, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated vote at the time of the special meeting, there are not sufficient votes to approve the Warrant Amendment Proposal; and

(3) to transact such other business as may properly come before the special meeting of warrant holders or any reconvened meeting following an adjournment or postponement of the special meeting of warrant holders.

***Record Date; Shares Entitled to Vote***

Holders of Public Warrants as of the close of business on \_\_\_\_\_, 2013, or the record date, are entitled to notice of, and to vote at, the special meeting or one or more adjournments thereof. Each warrant is entitled to one vote.

As of the record date, 10,000,000 Public Warrants were outstanding.

***Required Vote for Warrantholder Proposals***

Approval of the Warrant Amendment Proposal requires the affirmative vote of the holders of at least 65% of the outstanding Public Warrants as of the record date.

Table of Contents

Approval of the Warrantholder Adjournment Proposal requires the affirmative vote of the holders of at least a majority of the outstanding Public Warrants represented in person or by proxy at the special meeting of Public Warrantholders and entitled to vote thereon as of the record date.

Abstentions will have the same effect as a vote "AGAINST" the Warrant Amendment Proposal and the Warrantholder Adjournment Proposal. Broker non-votes will have the same effect as a vote "AGAINST" the Warrant Amendment Proposal and will have no effect on the Warrantholder Adjournment Proposal. Holders of Sponsor Warrants are not entitled to vote on the Warrant Amendment Proposal and will not vote on the Warrantholder Adjournment Proposal.

**Recommendation of the Azteca Board**

The Azteca Board unanimously recommends that Public Warrantholders vote "FOR" the Warrant Amendment Proposal and "FOR" the Warrantholder Adjournment Proposal.

**Azteca's Financial Advisors**

Azteca engaged Deutsche Bank Securities Inc., or Deutsche Bank, and Maxim Group LLC as its financial advisors to assist with the Transaction. In addition, Azteca engaged Stan Budeshtsky as a consultant to assist with the Transaction.

Deutsche Bank is entitled to reimbursement from Azteca of certain of its expenses in connection with its engagement as Azteca's financial advisor. The Azteca Board did not request, and therefore will not receive, a fairness opinion from Deutsche Bank in connection with the Transaction. Deutsche Bank also served as sole underwriter of Azteca's initial public offering and Azteca paid to Deutsche Bank underwriting discounts and commissions equal to approximately \$1,750,000 upon consummation of the initial public offering. Deferred underwriting fees payable to Deutsche Bank in connection with Azteca's public offering and consulting fees due to certain of Azteca's consultants and advisors will be paid upon consummation of the Transaction.

**Interests of Azteca Officers and Directors in the Transaction**

Azteca's directors and executive officers may have direct and indirect interests in the Transaction that are different from, or in conflict with, yours. These interests include the continued employment of certain executive officers of Azteca by Hemisphere, the continued service of certain directors of Azteca as directors of Hemisphere, and the indemnification of former Azteca directors and officers by Hemisphere and the surviving corporations.

In addition, certain of Azteca's executive officers and directors have financial interests in the Transaction that are different from, or in conflict with, the interests of Azteca's stockholders, other than the Azteca Initial Stockholders. With respect to Azteca's executive officers and directors, these interests include, among other things:

Azteca's amended and restated certificate of incorporation provides that if a definitive agreement to consummate a business combination has been executed but no business combination is consummated by April 6, 2013, Azteca is required to begin the dissolution process provided for in Azteca's amended and restated certificate of incorporation. In the event of a dissolution, the 2,500,000 shares of Azteca common stock that Azteca's founders purchased prior to Azteca's initial public offering for an aggregate purchase price of approximately \$25,000 would become worthless, as the Azteca founders have waived any right to receive liquidation distributions with respect to these shares. Such shares had an aggregate market value of approximately \$            million, based upon the closing price of \$            of the Azteca common stock on the OTCBB on            , 2013, the record date;

All of the 4,666,667 Sponsor Warrants purchased by Azteca's Sponsor would expire and become worthless. Such warrants had an aggregate value of approximately \$            million, based on the

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### Table of Contents

closing price of the Azteca warrants of \$        on the OTCBB on        , 2013, the record date;

Azteca will purchase from the Current Sponsor Warrantholders, 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction;

The Azteca Initial Stockholders (who are executive officers and directors of Azteca) will contribute a total of 250,000 shares of Azteca common stock to Azteca for no consideration immediately prior to the closing of the Transaction, and such shares will be cancelled;

In addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement, the Azteca Initial Stockholders will agree to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels; and

Azteca expects that Messrs. Gabriel Brener and John Engelman will be members of Hemisphere's board of directors following the consummation of the Transaction.

Mr. Gabriel Brener, who controls Azteca's Sponsor and is a member of Azteca's board of directors, has agreed that, if Azteca dissolves prior to the consummation of a business combination, he will personally indemnify Azteca for any and all loss, liability, claim, damage and expense which it may become subject to as a result of a claim by any vendor, prospective target business or other entity that has not signed a waiver of claims against Azteca's Trust Account and is owed money by Azteca for services rendered or products sold to the extent necessary to ensure that such loss, liability, claim, damage or expense does not reduce the amount of funds held in Azteca's Trust Account. In addition, Azteca's Sponsor has agreed to loan Azteca such funds as may be necessary to fund working capital of Azteca in an amount not to exceed \$250,000. The loan will be non-interest bearing and will be payable by Azteca or Hemisphere at or prior to the consummation of the Transaction.

The members of the Azteca Board were aware of and considered the interests summarized above, among other matters, in evaluating and negotiating the Merger Agreement and the transactions contemplated thereby and in recommending to Azteca stockholders, that the Merger Agreement be approved and adopted. You should be aware of these interests when you consider the Azteca Board's recommendation that you vote in favor of the approval and adoption of the Merger Agreement and the consummation of the transactions contemplated thereby.

### **Material U.S. Federal Income Tax Consequences**

It is anticipated that the Transaction will qualify as part of an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended, which we refer to as the Code. It is a condition to Azteca's obligation to complete the Transaction that Azteca receive an opinion of its counsel, Greenberg Traurig, LLP, which we refer to as Greenberg Traurig, to the effect that the Transaction will qualify as part of an exchange described in Section 351 of the Code. It is a condition to WAPA's and Cinelatino's obligation to complete the WAPA Merger and Cinelatino Merger that WAPA and Cinelatino receive a written opinion of their counsel, Paul, Weiss, Rifkind, Wharton & Garrison LLP, to the effect that the Transaction will qualify as part of an exchange described in Section 351 of the Code. The opinions, which will be received upon closing of the Transaction, may require and rely upon representations contained in letters and certificates received from Azteca, Hemisphere, WAPA and Cinelatino, respectively and will be subject to certain qualifications and limitations. No rulings will be requested from the Internal Revenue Service with respect to any tax matters related to the Transaction or the Warrant Amendment.

In connection with the filing of the registration statement of which this proxy statement/prospectus is a part, Azteca has received an opinion from Greenberg Traurig, which is filed as Exhibit 8.1 to the Registration Statement.

Table of Contents

Assuming the Transaction qualifies as an exchange described in Section 351, then, subject to the discussion contained in "Material U.S. Federal Income Tax Consequences Material U.S. Federal Income Tax Consequences of the Transaction to Azteca Stockholders," a U.S. holder (as defined in the section entitled "Material U.S. Federal Income Tax Consequences") of Azteca common stock generally will not recognize gain or loss for U.S. federal income tax purposes as a result of the exchange of Azteca common stock for Hemisphere Class A common stock, the aggregate tax basis of the Hemisphere Class A common stock the U.S. holder of Azteca common stock receives will be equal to the aggregate tax basis of the Azteca common stock exchanged therefor, and the holding period of the Hemisphere Class A common stock will include the U.S. holder's holding period of the Azteca common stock surrendered in exchange therefor.

You are strongly urged to consult with a tax advisor to determine the particular U.S. federal, state or local or foreign income or other tax consequences of the Transaction to you. See "Material U.S. Federal Income Tax Consequences" on page 162.

**Officers and Directors of Hemisphere**

Upon the consummation of the Transaction, the following individuals are expected serve as directors and management of Hemisphere:

Name	Position
Peter M. Kern	Chairman
Alan J. Sokol	Director and Chief Executive Officer
Craig D. Fischer	Chief Financial Officer
Gabriel Brener	Director
John Engelman	Director
Leo Hindery, Jr.	Director
Eric C. Neuman	Director
Ernesto Vargas-Guajardo	Director
	Director
	Director

For more information on the new directors and management of Hemisphere, see "Hemisphere Executive Officers and Directors" beginning on page 190.

**Listing of Hemisphere Class A common stock**

In connection with the Transaction, Hemisphere has applied to list its shares of Hemisphere Class A common stock on NASDAQ under the symbol "HMTV." Hemisphere expects its warrants will trade on the OTCBB under the symbol "HMTVW" following the consummation of the Transaction.

**Comparison of Stockholder Rights**

As a result of the Transaction, the holders of Azteca common stock will become holders of Hemisphere Class A common stock, and holders of Cinelatino shares and the WAPA Member will become holders of Hemisphere Class B common stock. Following the consummation of the Transaction, Azteca stockholders will have different rights as stockholders of Hemisphere than they had as stockholders of Azteca due to the different provisions of the governing documents of Azteca and Hemisphere. For a summary of the material differences among the rights of Azteca stockholders and Hemisphere stockholders (including the Hemisphere Class A common stock and Hemisphere Class B common stock), see "Comparison of Stockholder Rights" beginning on page 208.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF AZTECA**

The following selected historical financial information for the year ended December 31, 2012 and for the period from April 15, 2011 (date of inception) to December 31, 2011 are derived from Azteca's audited financial statements, which are included elsewhere in this proxy statement/prospectus.

The financial information indicated may not be indicative of future performance. This financial information and other data should be read in conjunction with the respective audited and unaudited consolidated financial statements of Azteca, including the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Azteca" included in this proxy statement/prospectus.

	<b>December 31, 2012 and the year then ended</b>	<b>December 31, 2011 and the period April 15, 2011 (inception) to December 31, 2011 (As restated)</b>
<b>Statement of Operations Data:</b>		
Revenues	\$	\$
General and administrative	477,745	192,610
State Franchise taxes	180,662	102,182
Loss from operations	(658,407)	(294,792)
Net income	1,172,483	4,840,855
Income (loss) per common share		
Basic and Diluted	0.31	1.34
Weighted average shares outstanding		
Basic and Diluted	3,807,532	3,606,835
<b>Balance Sheet Data:</b>		
Cash and Cash Equivalents	\$ 9,969	\$ 505,803
Cash Equivalents held in Trust	100,572,114	100,502,314
Total Assets	100,582,083	101,097,824
Total Liabilities	8,075,455	9,763,680
Common stock subject to possible redemption	87,506,620	86,334,133
Total stockholders' equity	5,000,008	5,000,011
<b>Cash Flow Data:</b>		
Net Cash used in operating activities	\$ (426,034)	\$ (235,172)
Net cash used in investing activities	(69,800)	(100,502,314)
Net Cash provided by financing activities		101,243,289

Table of Contents**SELECTED CONSOLIDATED HISTORICAL FINANCIAL DATA OF WAPA**

The following table sets forth selected historical consolidated financial information of WAPA for the periods presented. The selected financial information, as of December 31, 2012, 2011, 2010, 2009 and 2008 and for each of the five fiscal years then ended, has been derived from WAPA's audited consolidated financial statements.

The financial information indicated may not be indicative of future performance. This financial information and other data should be read in conjunction with the respective audited and unaudited consolidated financial statements of WAPA, including the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations of WAPA" included in this proxy statement/prospectus.

(Dollars in thousands)	Year Ended December 31,				
	2012	2011	2010	2009	2008(1) (unaudited)
<b>Statement of Operations Data:</b>					
Net Revenues	\$ 71,367	\$ 60,797	\$ 54,615	\$ 42,195	\$ 43,951
Operating income (loss)	20,866	15,401	13,835	(9,010)	(7,482)
Income (loss) before income taxes	17,315	11,588	12,081	(12,140)	(15,114)
Income tax (expense) benefit	(6,285)	(3,984)	18,952	4,449	(6,460)
Net income (loss)	\$ 11,030	\$ 7,604	\$ 31,033	\$ (7,690)	\$ (21,574)
<b>Balance Sheet Data:</b>					
Cash	\$ 10,084	\$ 10,183	\$ 5,101	\$ 2,486	\$ 1,754
Goodwill	10,983	10,983	10,983	10,983	10,983
Other assets	94,791	95,782	93,541	86,506	99,827
Total assets	115,858	116,947	109,625	99,975	112,564
Total liabilities	76,200	82,562	58,695	80,074	85,012
Total member's capital	39,658	34,385	50,930	19,901	27,551

(1)

The 2008 audited financials have been adjusted to reflect the \$8.5 million restatement of the 2009 audited financial statements opening member's capital. The adjustments were to record a valuation allowance on a deferred tax asset and the fair value of a derivative liability, to amortize intangible assets and decrease other accrued expenses.

For a discussion of WAPA's presentation of EBITDA, see "Reconciliation of GAAP to Non-GAAP Financial Measures," beginning on page 37.

Table of Contents**SELECTED HISTORICAL FINANCIAL DATA OF CINELATINO**

The following table sets forth selected historical financial information of Cinelatino for the periods presented. The selected financial information, as of December 31, 2012, 2011, 2010, 2009 and 2008 and for each of the five fiscal years then ended, has been derived from Cinelatino's audited financial statements.

The financial information indicated may not be indicative of future performance. This financial information and other data should be read in conjunction with the respective audited and unaudited financial statements of Cinelatino, including the notes thereto, and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cinelatino" included in this proxy statement/prospectus.

(Dollars in thousands)	Year Ended December 31,				
	2012	2011	2010	2009	2008
<b>Statement of Income Data:</b>					
Revenues	\$ 23,639	\$ 22,437	\$ 21,738	\$ 18,971	\$ 17,616
Operating income	12,805	11,682	10,277	9,542	9,822
Income before income taxes	10,835	10,045	8,761	7,756	7,847
Provision for income taxes	4,106	4,026	3,112	2,905	3,178
Net income	\$ 6,729	\$ 6,019	\$ 5,649	\$ 4,851	\$ 4,669
<b>Earnings per share</b>					
Basic	\$ 2.24	\$ 2.01	\$ 1.88	\$ 1.62	\$ 1.56
Diluted	\$ 2.24	\$ 2.01	\$ 1.88	\$ 1.62	\$ 1.56
<b>Weighted average shares outstanding</b>					
Basic	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Diluted	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
<b>Balance Sheet Data:</b>					
Cash	\$ 11,444	\$ 8,355	\$ 5,348	\$ 8,114	\$ 4,389
Other assets	24,752	25,067	26,007	26,398	27,233
Total assets	36,195	33,421	31,355	34,512	31,622
Total liabilities	37,695	41,651	22,353	27,606	29,001
Total stockholders' equity (deficit)	(1,499)	(8,229)	9,002	6,906	2,621

For a discussion of Cinelatino's presentation of EBITDA, see "Reconciliation of GAAP to Non-GAAP Financial Measures," beginning on page 37.

Table of Contents

**SELECTED UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION OF HEMISPHERE**

The selected unaudited pro forma condensed combined financial information has been derived from, and should be read in conjunction with, the unaudited pro forma condensed combined financial information included elsewhere in this proxy statement/prospectus.

The unaudited pro forma condensed combined statements of operations for the year-ended December 31, 2012 give pro forma effect to the Transaction as if it had occurred on January 1, 2012. The unaudited pro forma condensed combined balance sheet as of December 31, 2012 gives pro forma effect to the Transaction as if it had occurred on such date.

The historical financial information has been adjusted to give effect to pro forma events that are related and/or directly attributable to the Transaction, are factually supportable and, in the case of the unaudited pro forma statement of operations data, are expected to have a continuing impact on the combined results. The adjustments presented on the unaudited pro forma condensed combined financial information have been identified and presented in the section entitled "Unaudited Pro Forma Condensed Combined Financial Information" to provide relevant information necessary for an understanding of the combined company upon consummation of the Transaction.

This information should be read together with the financial statements of Azteca and the notes thereto, the consolidated financial statements of WAPA and the notes thereto, the financial statements of Cinelatino and the notes thereto, the sections entitled "Unaudited Pro Forma Condensed Combined Financial Information," "Management's Discussion and Analysis of Financial Condition and Results of Operations of Azteca," "Management's Discussion and Analysis of Financial Condition and Results of Operations of WAPA," and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cinelatino," included elsewhere in this proxy statement/prospectus.

This presentation assumes that no Azteca stockholders exercise redemption rights and no repurchases by Azteca of Azteca common stock from the public stockholders.

The Transaction will result in the exchange of equity interests between Azteca, Cinelatino, WAPA and Hemisphere. Cinelatino and WAPA have acted in concert to negotiate the exchange of equity interests with Azteca and Hemisphere. The combined operations of Cinelatino and WAPA will represent the ongoing reporting entity for accounting purposes and their historic financial statements will become the financial statements of Hemisphere. Cinelatino and WAPA are not considered to have a change in control since Cinelatino and WAPA's operations will represent the ongoing operations of the combined entity and its former equity owners will serve as the senior management of the combined entity, will own a majority voting interest in the combined entity and will be able to elect a majority of the combined entity's board of directors. Accordingly, the Transaction does not constitute an acquisition of a business for purposes of Financial Accounting Standards Board's Accounting Standard Codification 805, "Transactions," or ASC 805. As a result, the assets and liabilities of Cinelatino, WAPA and Azteca will be carried at historical cost and Hemisphere will not record any step-up in basis or recognition of intangible assets or goodwill as a result of the Transaction. All direct costs of the Transaction will be offset to additional paid-in capital.



Table of Contents**Unaudited Pro Forma Condensed Combined Statement of Operations Data**

	<b>Year Ended December 31, 2012</b>
<b>Income Statement</b>	
Net revenues	\$ 95,006,339
Cost of revenues	37,546,820
Selling, general and administrative	17,183,561
Depreciation and amortization	3,731,026
Other expenses	226,309
Gain on disposition of assets	(653)
Interest expense, net	(5,400,407)
Other expense, net	(50,000)
Income before income taxes	<b>30,868,869</b>
Income tax expense	(10,391,423)
Net income	<b>\$ 20,477,446</b>
<b>Earnings per share</b>	
Basic	\$ 0.50
Diluted	\$ 0.50
Weighted average number of common shares outstanding(1)	
Basic	41,264,706
Diluted	41,264,706
<b>Balance Sheet</b>	
Total assets	\$ 228,751,806
Total liabilities	\$ 114,113,078
Total member's capital	\$ 114,638,728

(1)

Pro forma earnings per share, basic and diluted, are computed by dividing net income by the weighted-average number of shares outstanding during the period. The diluted shares outstanding do not include the effect of the 14,666,667 Amended Azteca Warrants (i.e., warrants to purchase 7,333,333 shares of Azteca common stock) which have an exercise price that is a premium to the per share value of the funds deposited in the Trust Account and therefore their effect has been determined to be anti-dilutive for the year ended December 31, 2012. The diluted shares outstanding also do not include the effect of the 3,985,294 common shares subject to forfeiture held by the Azteca Initial Stockholders and the current owners of WAPA and Cinelatino as these shares are contingently returnable for which all the necessary conditions have not been satisfied.

Table of Contents**RECONCILIATION OF GAAP TO NON-GAAP FINANCIAL MEASURES**

*In the following discussion and analysis of results of operations and financial condition, certain financial measures may be considered "non-GAAP financial measures" under Securities and Exchange Commission rules. These rules require supplemental explanation and reconciliation, which is provided in this proxy statement/prospectus.*

In addition to financial information presented in accordance with U.S. GAAP, WAPA and Cinelatino have presented certain non-GAAP financial measures, EBITDA and Adjusted EBITDA. Management of WAPA and Cinelatino use these measures to assess the operating results and performance of the business, perform analytical comparisons and identify strategies to improve performance. WAPA and Cinelatino believe EBITDA and Adjusted EBITDA are relevant to investors because it allows them to analyze the operating performance of each business using the same metrics used by management. WAPA and Cinelatino exclude from Adjusted EBITDA depreciation expense, amortization of intangibles, certain impairment charges, loss (gain) on disposition of assets, non-recurring expenses, interest expense, interest income, income tax and loss from discontinued operations.

The following table presents WAPA's EBITDA and Adjusted EBITDA measures for the periods indicated:

(Dollars in thousands)	Year Ended December 31,				
	2012	2011	2010	2009	2008
Net income (loss)	\$ 11,030	\$ 7,604	\$ 31,033	\$ (7,690)	\$ (21,574)
Add (deduct):					
Income tax expense (benefit)	6,285	3,984	(18,952)	(4,449)	6,460
Interest and other expenses, net	3,551	3,814	1,754	3,130	7,521
Impairment of broadcast license				13,830	11,671
(Gain) loss on disposition of assets	(1)	(39)	399	18	233
Depreciation and amortization	3,723	3,425	3,125	2,959	2,964
<b>EBITDA</b>	<b>\$ 24,589</b>	<b>\$ 18,788</b>	<b>\$ 17,359</b>	<b>\$ 7,797</b>	<b>\$ 7,276</b>
Non-recurring expenses	855	88			
Management fees	625	625	250		
<b>Adjusted EBITDA</b>	<b>\$ 26,069</b>	<b>\$ 19,501</b>	<b>\$ 17,609</b>	<b>\$ 7,797</b>	<b>\$ 7,276</b>

The following table presents Cinelatino's EBITDA and Adjusted EBITDA measures for the periods indicated:

(Dollars in thousands)	Year Ended December 31,				
	2012	2011	2010	2009	2008
Net income	\$ 6,729	\$ 6,019	\$ 5,649	\$ 4,851	\$ 4,669
Add:					
Provision for income taxes	4,106	4,026	3,112	2,905	3,178
Interest expense, net	1,970	1,637	1,516	1,786	1,975
Depreciation	8	5	5	5	2
<b>EBITDA</b>	<b>\$ 12,813</b>	<b>\$ 11,687</b>	<b>\$ 10,282</b>	<b>\$ 9,547</b>	<b>\$ 9,823</b>
Non-recurring expenses	372				
<b>Adjusted EBITDA</b>	<b>\$ 13,185</b>	<b>\$ 11,687</b>	<b>\$ 10,282</b>	<b>\$ 9,547</b>	<b>\$ 9,823</b>

Table of Contents**COMPARATIVE HISTORICAL AND PRO FORMA PER SHARE DATA**

The following table sets forth selected historical per share data for Azteca, WAPA and Cinelatino, and unaudited pro forma combined per share ownership information after giving effect to the proposed Transaction, assuming (i) that no Azteca public stockholders exercise their redemption rights. Azteca, WAPA and Cinelatino are providing this information to assist you in your analysis of the financial aspects of the proposed Transaction. The historical information should be read in conjunction with "Selected Consolidated Historical Financial Data of Azteca," "Selected Consolidated Historical Financial Data of WAPA" and "Selected Historical Financial Data of Cinelatino" included elsewhere in this proxy statement/prospectus and the historical consolidated and combined financial statements of Azteca, WAPA and Cinelatino and the related notes thereto included elsewhere in this proxy statement/prospectus. The unaudited pro forma per share information is derived from, and should be read in conjunction with, the unaudited condensed combined pro forma financial data and related notes included elsewhere in this proxy statement/prospectus.

The unaudited pro forma consolidated per share information does not purport to represent what the actual results of operations of Azteca, WAPA and Cinelatino would have been had the Transaction been completed or to project Hemisphere's results of operations that may be achieved after the proposed Transaction. The unaudited pro forma book value per share information below does not purport to represent what the value of Azteca, WAPA and Cinelatino would have been had the Transaction been complete nor the book value per share for any future date or period.

	Azteca	WAPA	Cinelatino	Pro Forma
<b>Year Ended December 31, 2012</b>				
<b>Common shares</b>				
At end of Period	3,792,874	1	3,000,000	41,264,706
Weighted Average	3,807,532	1	3,000,000	41,264,706
Basic net income (loss) per Common Share	\$ 0.31	\$ 11,029,599	\$ 2.24	\$ 0.50
Diluted net income (loss) per Common Share	\$ 0.31	\$ 11,029,599	\$ 2.24	\$ 0.50
Book value per Common Share as of the period end	\$ 1.32*	\$ 39,657,929	\$ (0.50)	\$ 2.78
Cash dividends declared per Common Share		\$ 4,950,000		\$ 0.12

\*

These per share amounts exclude shares subject to possible redemption.

Table of Contents**MARKET PRICE AND DIVIDEND INFORMATION**

Azteca's common stock, warrants and units are each traded on the OTC Bulletin Board under the symbols AZTA, AZTAW and AZTAU, respectively. Azteca's units commenced public trading on June 30, 2011, and Azteca's common stock and warrants commenced public trading on August 22, 2011.

The table below sets forth, for the calendar quarter indicated, the high and low bid prices of Azteca's units, common stock and warrants as reported on the OTC Bulletin Board.

Quarter Ended	Azteca Units		Azteca Common Stock		Azteca Warrants	
	Low	High	Low	High	Low	High
June 30, 2011	\$ 10.00	\$ 10.00	N/A	N/A	N/A	N/A
September 30, 2011	\$ 10.00	\$ 10.01	\$ 9.50	\$ 9.50	N/A	N/A
December 31, 2011	\$ 10.00	\$ 10.09	\$ 9.50	\$ 9.76	\$ 0.40	\$ 0.57
March 31, 2012	N/A	N/A	\$ 9.75	\$ 9.81	\$ 0.45	\$ 0.45
June 30, 2012	N/A	N/A	\$ 9.75	\$ 9.79	\$ 0.25	\$ 0.43
September 30, 2012	N/A	N/A	\$ 9.79	\$ 9.90	\$ 0.18	\$ 0.25
December 31, 2012	N/A	N/A	\$ 9.92	\$ 10.15	\$ 0.28	\$ 0.28
March 31, 2013 (through February 28, 2013)	\$ 10.50	\$ 10.50	\$ 9.92	\$ 10.18	\$ 0.18	\$ 1.25

Azteca's common stock was last traded on \_\_\_\_\_, 2013 and had a closing price on that day of \_\_\_\_\_, our warrants were last traded on \_\_\_\_\_, 2013 and had a closing price on that day of \$ \_\_\_\_\_ and our units were last traded on \_\_\_\_\_, 2013 and had a closing price on that day of \$ \_\_\_\_\_.

On February 27, 2013, there were six holders of record of Azteca common stock, four holders of record of Azteca warrants and one holder of record of Azteca units.

Azteca has not paid dividends on common stock during 2012 or 2011, and has no current intention of doing so.

Azteca did not pay dividends on its common stock during the year ended December 31, 2012 or during 2011, and does not have any current intention of paying dividends.

WAPA and Cinelatino are privately held companies and there is no established public trading market for their equity interests. As of [\_\_\_\_\_] , 2013, there was one holder of record of WAPA membership units and there were three holders of record of Cinelatino common stock.

Cinelatino did not pay dividends on its common stock during the year ended December 31, 2012, and does not have any current intention of paying dividends. During 2011, Cinelatino paid dividends of \$7.73 per share on its common stock.

WAPA paid dividends of \$4.95 million and \$23.2 million during the years ended December 31, 2012 and 2011, respectively, on its one outstanding member unit.

Each of the WAPA Loan Agreement (as defined below) and the Cinelatino Term Loan contain covenants that restrict the ability of WAPA and Cinelatino to (i) pay cash dividends or make other distributions (including management or similar fees) to their equity holders and (ii) make investments in non-credit parties, including, following the consummation of the Transaction. See "Management's Discussion and Analysis of Financial Condition and Results of Operations of WAPA Discussion of Indebtedness" beginning on page 106 and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cinelatino Discussion of Indebtedness" beginning on page 123.

Table of Contents

**RISK FACTORS**

*In addition to the other information contained in this proxy statement/prospectus, you should carefully consider the following risk factors in deciding whether to vote or instruct your vote to be cast to approve the proposals described in this proxy statement/prospectus.*

**Risk Factors Relating to Azteca**

*Azteca's purchases of shares of common stock in the open market may support the market price of the common stock and/or warrants during the buyback period; however, the termination of the support provided by such purchases may materially adversely affect the market price of the units, common stock and/or warrants.*

Unlike many blank check companies, the investment management trust agreement between Azteca and Continental Stock Transfer & Trust Company permits the release to Azteca from the Trust Account of amounts necessary to purchase up to 15% of the shares sold in Azteca's initial public offering (1,500,000 shares) at any time commencing after the filing of a preliminary proxy statement for Azteca's initial business combination and ending on the record date for the vote to approve Azteca's initial business combination. Purchases will be made only in open market transactions at times when Azteca is not in possession of material non-public information and will not be made during a restricted period under Regulation M under the Exchange Act. Consequently, if the market does not view Azteca's initial business combination positively, these purchases may have the effect of counteracting the market's view of Azteca's initial business combination, which would otherwise be reflected in a decline in the market price of Azteca's securities. The termination of the support provided by these purchase may materially adversely affect the market price of Azteca's securities.

*Azteca, the initial stockholders, directors, officers, advisors and their affiliates may elect to purchase shares from stockholders, in which case Azteca or they may influence a vote in favor of the Transaction that you do not support.*

Pursuant to the Trust Agreement, Azteca may request funds necessary to purchase up to 15% of the shares sold in Azteca's initial public offering (1,500,000 shares) at per share prices (inclusive of commissions) that do not exceed an amount equal to (A) the aggregate amount then on deposit in the Trust Account divided by (B) the total number of Public Shares then outstanding. Any Public Shares so purchased shall be immediately cancelled. In addition, the initial stockholders and Azteca's directors, officers, advisors or their affiliates also may purchase shares in privately negotiated transactions either prior to or following the consummation of Azteca's initial business combination.

Such a purchase would include a contractual acknowledgement that such stockholder, although still the record holder of Azteca's shares, is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that Azteca or its initial stockholders, directors, officers, advisors or their affiliates purchase shares in privately negotiated transactions from public stockholders who have already elected to exercise their redemption rights, such selling stockholders would be required to revoke their prior elections to redeem their shares. Although Azteca's initial stockholders, directors, officers, advisors or their affiliates do not currently anticipate paying any premium purchase price (over trust value) for such Public Shares, in the event that they do, the payment of a premium may not be in the best interest of those stockholders not receiving any such premium.

The purpose of such purchases would be to (1) increase the likelihood of obtaining stockholder approval of the Transaction and (2), where the purchases are made by Azteca's initial stockholders, directors, officers, advisors or their affiliates, to satisfy a closing condition in the Merger Agreement that requires Azteca to have at least \$80 million of cash at the closing of the Transaction. This may result in the consummation of the Transaction where it may not otherwise have been possible.

Table of Contents

As of the date of this proxy statement/prospectus, no agreements with respect to the private purchase of Public Shares by Azteca or the persons described above have been entered into with any such investor or holder. Azteca will file a Current Report on Form 8-K with the SEC to disclose private arrangements entered into or significant private purchases made by any of the aforementioned persons that would affect the vote on the Transaction.

***Azteca's purchases of shares of common stock in the open market or in privately negotiated transactions and any redemption of Public Shares would reduce the funds available to Azteca after the Transaction.***

Azteca may privately negotiate transactions to purchase shares effective prior to the consummation of the Transaction from stockholders who would have otherwise elected to have their shares redeemed. In addition, since Azteca is seeking stockholder approval of the Transaction, the investment management trust agreement between Azteca and Continental Stock Transfer & Trust Company permits the release to Azteca from the Trust Account of amounts necessary to purchase up to 15% of the shares sold in Azteca's initial public offering (1,500,000 shares). As a consequence of such purchases, the funds in Azteca's Trust Account that are so used will not be available to Hemisphere after the Transaction.

In addition, in connection with the Transaction, Public Stockholders have the right to redeem their Public Shares for cash in an amount equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares. We anticipate that the redemption price will be \$10.05. As a consequence of such redemptions, the funds in Azteca's Trust Account that are so used will not be available to Hemisphere after the Transaction.

***Azteca's purchases of common stock in the open market or in privately negotiated transactions may have negative economic effects on Azteca's remaining public stockholders.***

If Azteca purchases shares in privately negotiated or market transactions from stockholders who would have otherwise elected to have their shares redeemed in conjunction with a proxy solicitation pursuant to the proxy rules for a per-share pro rata portion of the Trust Account, Azteca's remaining public stockholders will bear the economic burden of the franchise and income taxes payable as well as taxes payable with respect to interest earned on the Trust Account (and, in the case of purchases which occur prior to the consummation of Azteca's initial business combination, up to \$50,000 of the net interest that may be released to Azteca from the Trust Account to fund Azteca's dissolution expenses in the event Azteca does not complete Azteca's initial business combination by April 6, 2013). In addition, Azteca's remaining public stockholders following the consummation of Azteca's initial business combination will bear the economic burden of the deferred underwriting commission as well as the amount of any premium Azteca may pay to the per-share pro rata portion of the Trust Account using funds released to Azteca from the Trust Account following the consummation of the Transaction. This is because the stockholders from whom Azteca purchases shares in open market or in privately negotiated transactions may receive a per share purchase price payable from the Trust Account that is not reduced by a pro rata share of the taxes payable on the interest earned by the Trust Account, up to \$50,000 of dissolution expenses or the deferred underwriting commission and, in the case of purchases at a premium, have received such premium.

Table of Contents

***Azteca stockholders will not have any rights or interests in funds from the Trust Account, except under certain limited circumstances. To liquidate your investment, therefore, you may be forced to sell your Public Shares or warrants, potentially at a loss.***

Azteca's public stockholders shall be entitled to receive funds from the Trust Account only in the event of (i) a redemption to public stockholders prior to any winding up in the event Azteca does not consummate its initial business combination, (ii) Azteca's liquidation or (iii) pursuant to a tender offer in connection with an initial business combination that Azteca consummates. In no other circumstances will a stockholder have any right or interest of any kind to the funds in the Trust Account. Accordingly, to liquidate your investment, you may be forced to sell your Public Shares or warrants, potentially at a loss.

***If an Azteca stockholder or a "group" of Azteca stockholders are deemed to hold in excess of 15% of Azteca's common stock, such stockholder or group will lose the ability to both redeem and vote all such shares in excess of 15% of Azteca's common stock.***

Azteca's amended and restated certificate of incorporation provides that a public stockholder, individually or together with any affiliate of such stockholder or any other person with whom such stockholder is acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from seeking redemption rights with respect to more than an aggregate of 15% of the Azteca Public Shares. Moreover, any individual stockholder or "group" will also be restricted from voting Public Shares in excess of an aggregate of 15% of the Azteca Public Shares, which Azteca refers to as the "excess shares". A stockholder's inability to vote and redeem the excess shares will reduce its influence over Azteca's ability to consummate the Transaction and such stockholder could suffer a material loss on its investment in Azteca if it sells excess shares in open market transactions. Additionally, such stockholder will not receive redemption distributions with respect to the excess shares if Azteca consummates the Transaction. As a result, such stockholder will continue to hold that number of shares exceeding 15% and, in order to dispose of such shares, it would be required to sell its shares in open market transactions, potentially at a loss.

***If third parties bring claims against Azteca, the proceeds held in the Trust Account could be reduced and the per-share amount received by stockholders upon liquidation may be less than \$10.05 per share.***

Azteca's placing of funds in the Trust Account may not protect those funds from third party claims against Azteca. Although Azteca has and continues to seek to have all vendors, service providers, prospective target businesses or other entities with which Azteca does business execute agreements with Azteca waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account for the benefit of Azteca's public stockholders, such parties may not execute such agreements, or even if they execute such agreements they may not be prevented from bringing claims against the Trust Account, including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain advantage with respect to a claim against Azteca's assets, including the funds held in the Trust Account. If any third party refuses to execute an agreement waiving such claims to the monies held in the Trust Account, Azteca's management will perform an analysis of the alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if management believes that such third party's engagement would be significantly more beneficial to Azteca than any alternative.

Examples of possible instances where Azteca may engage a third party that refuses to execute a waiver include the engagement of a third party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they may

Table of Contents

have in the future as a result of, or arising out of, any negotiations, contracts or agreements with Azteca and will not seek recourse against the Trust Account for any reason. Upon redemption of Azteca's Public Shares, if Azteca is unable to complete its initial business combination within the required time frame, or upon the exercise of a redemption right in connection with Azteca's initial business combination, Azteca will be required to provide for payment of claims of creditors that were not waived that may be brought against Azteca within the 10 years following redemption. Accordingly, the per-share redemption amount received by public stockholders could be less than the \$10.05 per share initially held in the Trust Account, due to claims of such creditors. Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, Mr. Brener will not be responsible to the extent of any liability for such third party claims.

Pursuant to the terms of the Merger Agreement, WAPA and Cinelatino have executed a waiver of the kind contemplated by this paragraph. Additionally, Mr. Stan Budeshtsky, a consultant to Azteca, and Maxim Group, LLC, a financial advisor to Azteca, executed such a waiver. However, Greenberg Traurig LLP, Rothstein Kass and Deutsche Bank Securities Inc. did not execute such a waiver.

***Azteca's stockholders may be held liable for claims by third parties against Azteca to the extent of distributions received by them.***

If Azteca has not completed the Transaction by April 6, 2013, Azteca will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible, but not more than five business days thereafter, redeem the outstanding Public Shares, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including any interest but net of franchise and income taxes payable, divided by the number of then outstanding Public Shares, which redemption will completely extinguish public stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of Azteca's remaining stockholders and Azteca's board of directors, dissolve and liquidate, subject (in the case of (ii) and (iii) above) to Azteca's obligations under the DGCL to provide for claims of creditors and the requirements of other applicable law. Azteca may not properly assess all claims that may be potentially brought against Azteca. As such, Azteca's stockholders could potentially be liable for any claims to the extent of distributions received by them (but no more) and any liability of Azteca's stockholders may extend well beyond the third anniversary of the date of distribution. Accordingly, third parties may seek to recover from Azteca's stockholders amounts owed to them by Azteca.

If Azteca is forced to file a bankruptcy case or an involuntary bankruptcy case is filed against Azteca which is not dismissed, any distributions received by stockholders could be viewed under applicable debtor/creditor and/or bankruptcy laws as either a "preferential transfer" or a "fraudulent conveyance." As a result, a bankruptcy court could seek to recover all amounts received by Azteca's stockholders. Furthermore, because Azteca intends to distribute the proceeds held in the Trust Account to Azteca's public stockholders promptly after April 6, 2013, this may be viewed or interpreted as giving preference to Azteca's public stockholders over any potential creditors with respect to access to or distributions from Azteca's assets. Furthermore, Azteca's board may be viewed as having breached their fiduciary duties to Azteca's creditors and/or may have acted in bad faith, and thereby exposing itself and Azteca's company to claims of punitive damages, by paying public stockholders from the Trust Account prior to addressing the claims of creditors. Claims may be brought against Azteca for these reasons.



Table of Contents

***Subsequent to the consummation of the Transaction, Hemisphere may be required to subsequently take write-downs or write-offs, and incur restructuring and impairment or other charges that could have a significant negative effect on its financial condition, results of operations and Hemisphere's stock price, which could cause you to lose some or all of your investment.***

Hemisphere may be forced to later write-down or write-off assets, restructure its operations, or incur impairment or other charges that could result in losses. Unexpected risks may arise and previously known risks may materialize in a manner not consistent with Azteca's preliminary risk analysis. Even though these charges may be non-cash items and not have an immediate impact on Hemisphere's liquidity, the fact that Hemisphere reports charges of this nature could contribute to negative market perceptions about Hemisphere or its securities. In addition, charges of this nature may cause Hemisphere to violate net worth or other covenants to which it may be subject as a result of Hemisphere's post-combination debt agreements.

***There may be tax consequences of the Azteca Merger that may adversely affect Azteca stockholders.***

Azteca expects that the Transaction can be effected generally as tax free to Azteca stockholders pursuant to Section 351 of the Code. To the extent the Transaction does not so qualify, it could result in the imposition of substantial taxes on Azteca stockholders. See "Material U.S. Federal Income Tax Consequences" on page 162.

***There may be tax consequences of the Warrant Amendment or the Transaction that may adversely affect Azteca warrant holders.***

It is expected that holders of Azteca warrants will recognize gain or loss as a result of the Warrant Amendment and the Transaction. See "Material U.S. Federal Income Tax Consequences" on page 162.

***The Azteca Board did not obtain a third-party valuation or fairness opinion in determining whether or not to proceed with the Transaction.***

The Azteca Board did not obtain a third-party valuation or fairness opinion in connection with their determination to approve the Transaction. In analyzing the Transaction, the Azteca board and management conducted due diligence on WAPA and Cinelatino, researched the industries in which they operate, reviewed comparisons of comparable companies and concluded that the Transaction was in the best interest of its stockholders. The lack of a third-party valuation or fairness opinion may lead an increased number of Azteca stockholders to vote against the Transaction proposal or demand redemption of their shares of Azteca common stock, which could potentially impact Azteca's ability to consummate the Transaction or the amount of liquidity that Hemisphere would have after consummation of the Transaction.

**Risk Factors Related to Cinelatino and WAPA's U.S. Cable Network Business**

***Service providers could discontinue or refrain from carrying Cinelatino or WAPA America or decide not to renew their distribution agreements, which could substantially reduce the number of viewers and harm business and Cinelatino and/or WAPA's operating results.***

Consolidation among cable and satellite operators has given the largest operators considerable leverage in their relationships with programmers, including Cinelatino and WAPA America (referred to herein collectively as the "Cable Businesses"). The success of each of these businesses is dependent, in part, on its ability to enter into new carriage agreements and maintain or renew existing agreements or arrangements with satellite systems, telephone companies (referred to herein as "telcos"), and cable multiple system operators (referred to herein as "MSO"s), and the MSOs' affiliated regional or individual cable systems (all collectively referred to herein as the "Distributors"). Although the Cable Businesses currently have arrangements or agreements with, and are being carried by, many of the

Table of Contents

largest Distributors, having such relationship or agreement with a Distributor does not always ensure that the Distributors will continue to carry the Cable Businesses. Under the Cable Businesses' current contracts and arrangements, the Cable Businesses typically offer Distributors the right to transmit the programming services comprising the Cable Businesses to their subscribers, but not all such contracts or arrangements require that the programming services comprising the Cable Businesses be offered to all subscribers of, or any specific tiers of, or to a specific minimum number of subscribers of a Distributor. A failure to secure a renewal of the Cable Businesses' agreements or a renewal on less favorable terms may result in a reduction in the Cable Businesses' subscriber fees and, with respect to WAPA America, advertising revenues, and may have a material adverse effect on Cinelatino and/or WAPA's results of operations and financial position.

***If the Cable Businesses' viewership declines for any reason, or our audience ratings decline for any reason or the Cable Businesses fail to develop and distribute popular programs, their advertising and subscriber fee revenues could decrease.***

The Cable Businesses' viewership and audience ratings are critical factors affecting both (i) the advertising revenue that WAPA America receives, and (ii) the extent of distribution and subscriber fees each of the Cable Businesses receives under agreements with its Distributors. WAPA America's advertising revenues are largely dependent on WAPA's ability to consistently create programming and on WAPA America's ability to acquire programming that meets the changing preferences of viewers in general and viewers in its target demographic category.

The Cable Businesses' viewership is also affected by the quality and acceptance of competing programs and other content offered by other networks, the availability of alternative forms of entertainment and leisure time activities, including general economic conditions, piracy, digital and on-demand distribution and growing competition for consumer discretionary spending. Audience ratings may be impacted by a number of factors outside of our control, including a decline in viewership, changes in ratings technology or methodology or changes in household sampling. Any decline in the Cable Businesses' viewership or audience ratings could cause advertising revenue to decline, subscription revenues to fall, and adversely impact the Cable Businesses' business and operating results.

***The Cable Businesses may not be able to grow their subscriber bases and/or subscriber fees, or such bases and/or fees may decline and, as a result, the Cable Businesses' revenues and profitability may not increase and could decrease.***

For WAPA America and Cinelatino, a major component of their financial growth strategy is based on their ability to increase their subscriber base. The growth of the Cables Businesses' subscriber base depends upon many factors, such as overall growth in cable, satellite and telco subscribers; the popularity of their programming; their ability to negotiate new carriage agreements, or amendments to, or renewals of, current carriage agreements, maintenance of existing distribution; and the success of their marketing efforts in driving consumer demand for their content, as well as other factors that are beyond their control. If a Cable Businesses' programming services are required by the FCC to be offered on an "a la carte" basis, the Cable Businesses could experience higher costs, reduced distribution of its program service, perhaps significantly and lose viewers. There can be no assurance that the Cable Businesses will be able to maintain or increase their subscriber base on cable, satellite and telco systems or that their current carriage will not decrease as a result of a number of factors or that the Cable Businesses will be able to maintain or increase their current subscriber fee rates. In particular, negotiations for new carriage agreements, or amendments to, or renewals of, current carriage agreements, are lengthy and complex, and the Cable Businesses are not able to predict with any accuracy when such increases in their subscriber bases may occur, if at all, or if they can maintain or increase their current subscriber fee rates. If the Cable Businesses are unable to grow their

Table of Contents

subscriber bases or if they reduce their subscriber fee rates, the Cable Businesses' subscriber and, in the case of WAPA America, advertising revenues, may not increase and could decrease.

***The television market in which the Cable Businesses operate is highly competitive, and the Cable Businesses may not be able to compete effectively, particularly against competitors with greater financial resources, brand recognition, marketplace presence and relationships with service providers.***

The Cable Businesses compete with other television channels for the distribution of their programming, development and acquisition of content, audience viewership and, in the case of WAPA America, advertising sales. The Cable Businesses compete with other television channels to be included in the offerings of each video service provider and for placement in the packaged offerings having the most subscribers. The Cable Businesses' ability to secure distribution is dependent upon the production, acquisition and packaging of programming, audience viewership, and the prices charged for carriage and direct subscription. The Cable Businesses' contractual agreements with Distributors are renewed or renegotiated from time to time in the ordinary course of business.

The Cable Businesses each compete for distribution and for viewership with other channels offering similar programming and/or targeting similar audiences. WAPA America competes for distribution and for viewership with Spanish language broadcast television networks and other cable networks targeting Hispanics in the United States, particularly those outlets with a specific focus on Puerto Ricans and U.S. Hispanics from Caribbean countries. Cinelatino competes for distribution and for viewership with Spanish language broadcast television networks and other Spanish language cable networks targeting Hispanics in the United States, as well as cable networks in Latin America and Canada. It is possible that these or other competitors, many of which have substantially greater financial and operational resources than the Cable Businesses, could revise their programming to offer more competitive programming which is of interest to the Cable Businesses' viewers.

With respect to the sale of advertising, WAPA America also competes for advertising revenue with general-interest television and other forms of media, including magazines, newspapers, radio and other digital media.

Certain technological advances, including the increased deployment of fiber optic cable, are expected to allow cable and telecommunication video service providers to continue to expand both their channel and broadband distribution capacities and to increase transmission speeds. In addition, the ability to deliver content via new methods and devices is expected to increase substantially. The impact of such added capacities is hard to predict, but the development of new methods of content distribution could dilute the Cable Businesses' market share and lead to increased competition for viewers by facilitating the emergence of additional channels and mobile and internet platforms through which viewers could view programming that is similar to that offered by the Cable Businesses.

If these or other competitors, many of which have substantially greater financial and operational resources than WAPA and Cinelatino, significantly expand their operations or their market penetration, the Cable Businesses' business could be harmed. If any of these competitors were able to invent improved technology, or the Cable Businesses were not able to prevent them from obtaining and using their own proprietary technology and trade secrets, the Cable Businesses' business and operating results, as well as their future growth prospects, could be negatively affected. There can be no assurance that the Cable Businesses will be able to compete successfully in the future against existing or new competitors, or that increasing competition will not have a material adverse effect on their business, financial condition or results of operations.

***The Cable Businesses may become subject to Program Access restrictions.***

Under the Communications Act of 1934 (the "Communications Act"), vertically integrated cable programmers are generally prohibited from offering different prices, terms, or conditions to competing

Table of Contents

multichannel video programming distributors unless the differential is justified by certain permissible factors set forth in the FCC's regulations. A cable programmer is considered to be vertically integrated if it owns or is owned by a cable television operator in whole or in part under the FCC's program access attribution rules. Cable television operators for this purpose may include telephone companies that provide video programming directly to subscribers. However, the other holdings of entities that acquire an interest in Hemisphere may be attributable to the Cable Businesses for purposes of the program access rules, and therefore could have the effect of making the Cable Businesses subject to the program access rules. If the Cable Businesses were to become subject to the program access rules, their flexibility to negotiate the most favorable terms available for their content could be adversely affected.

***Technologies in the pay television industry are constantly changing, and the Cable Businesses' failure to acquire or maintain state-of-the-art technology or adapt their business models may harm their business and competitive advantage.***

Technology in the video, telecommunications and data services industry is changing rapidly. Many technologies and technological standards are in development and have the potential to significantly transform the ways in which programming is created and transmitted. The Cable Businesses cannot accurately predict the effects that implementing new technologies will have on their programming and broadcasting operations. The Cable Businesses may be required to incur substantial capital expenditures to implement new technologies, or, if they fail to do so, may face significant new challenges due to technological advances adopted by competitors, which in turn could result in harming the Cable Businesses' business and operating results.

***The cable, satellite and telco-delivered television industry is subject to substantial governmental regulation for which compliance may increase the Cable Businesses' costs, hinder their growth and possibly expose them to penalties for failure to comply.***

The multichannel video programming distribution industry is subject to extensive legislation and regulation at the federal level, and many aspects of such regulation are currently the subject of judicial proceedings and administrative or legislative proposals. Operating in a regulated industry increases the Cable Businesses' cost of doing business as video programmers, and such regulation may also hinder the Cable Businesses' ability to increase and/or maintain their distribution and, in the case of WAPA America, advertising revenues. The regulation of programming services is subject to the political process and continues to be under evaluation and subject to change. Material changes in the law and regulatory requirements are difficult to anticipate and the Cable Businesses' business may be harmed by future legislation, new regulation, deregulation and/or court decisions interpreting such laws and regulations.

The following are examples of the types of currently active legislative, regulatory and judicial inquiries and proceedings that may impact the Cable Businesses' business. The FCC may adopt rules which would require cable and satellite providers to make available programming channels on an a la carte basis. Further, the FCC and certain courts are examining the types of technologies that will be considered "multichannel video programming systems" under federal regulation and the rules that will be applied to distribution of television programming via such technologies. There are also pending court proceedings involving the scope of rights to record network programming and the functionalities that allow viewers to skip advertising while viewing such recorded content. The Cable Businesses' cannot predict the outcome of any of these inquiries or proceedings or how their outcome would impact the Cable Businesses' ability to have their content carried on multichannel programming distribution systems and, in the case of WAPA America, the value of its advertising inventories.

Table of Contents

***Cable, satellite and telco television programming signals have been stolen or could be stolen in the future, which reduces the Cable Businesses' potential revenue from subscriber fees and advertising.***

The delivery of subscription programming requires the use of conditional access technology to limit access to programming to only those who subscribe to programming and are authorized to view it. Conditional access systems use, among other things, encryption technology to protect the transmitted signal from unauthorized access. It is illegal to create, sell or otherwise distribute software or devices to circumvent conditional access technologies. However, theft of programming has been widely reported, and the access or "smart" cards used in service providers' conditional access systems have been compromised and could be further compromised in the future. When conditional access systems are compromised, the Cable Businesses do not receive the potential subscriber fee revenues from the service providers. Further, measures that could be taken by service providers to limit such theft are not under the Cable Businesses' control. Piracy of the Cable Businesses' copyrighted materials could reduce their revenue from subscriber fees, and in the case of WAPA America, from advertising and negatively affect their business and operating results.

***"Must-carry" regulations reduce the amount of channel space that is available for carriage of the Cable Businesses cable offerings.***

The Cable Act of 1992 imposed "must carry" or "retransmission consent" regulations on cable systems, requiring them to carry the signals of local broadcast television stations that choose to exercise their must carry rights rather than negotiate a retransmission consent arrangement. Direct broadcast satellite ("DBS") systems are also subject to their own must carry rules. The FCC's implementation of these "must-carry" obligations requires cable and DBS operators to give certain broadcasters preferential access to channel space. This reduces the amount of channel space that is available for carriage of the Cable Businesses offerings by cable television systems and DBS operators in the U.S. Congress, the FCC or any other foreign government may, in the future, adopt new laws, regulations and policies regarding a wide variety of matters which could affect the Cable Businesses.

**Risk Factors Related to WAPA PR's Broadcast Business**

***Federal regulation of the broadcasting industry limits WAPA PR's operating flexibility.***

The ownership, operation and sale of television stations are subject to the jurisdiction of the FCC under the Communications Act. Matters subject to FCC oversight include the assignment of frequency bands for broadcast television; the approval of a television station's frequency, location and operating power; the issuance, renewal, revocation or modification of a television station's FCC license; the approval of changes in the ownership or control of a television station's licensee; the regulation of equipment used by television stations; and the adoption and implementation of regulations and policies concerning the ownership, operation, programming and employment practices of television stations. The FCC has the power to impose penalties, including fines or license revocations, upon a licensee of a television station for violations of the FCC's rules and regulations.

***The success of WAPA PR's business is dependent upon advertising revenue, which is seasonal and cyclical, and will also fluctuate as a result of a number of other factors, some of which are beyond our control.***

A significant source of WAPA PR's revenue is the sale of advertising time. WAPA PR's ability to sell advertising time and space depends on, among other things:

economic conditions in Puerto Rico;

the popularity of the programming offered by WAPA-TV;

changes in the population demographics in Puerto Rico;

Table of Contents

advertising price fluctuations, which can be affected by the popularity of programming, the availability of programming, and the relative supply of and demand for commercial advertising;

WAPA PR's competitors' activities, including increased competition from other advertising-based mediums, particularly MVPD operators, and the internet;

decisions by advertisers to withdraw or delay planned advertising expenditures for any reason;

labor disputes or other disruptions at major advertisers;

changes in audience ratings; and

other factors beyond WAPA PR's control.

Audience ratings may be impacted by a number of factors outside of our control, including a decline in viewership, changes in ratings technology or methodology or changes in household sampling. Any decline in audience ratings could cause revenue to decline, adversely impacting WAPA PR's business and operating results. WAPA PR's results are also subject to seasonal and cyclical fluctuations that we expect to continue. Seasonal fluctuations typically result in higher broadcast operating income in the fourth quarter than in the first, second, and third quarters of each year. This seasonality is primarily attributable to (i) advertisers' increased expenditures in anticipation of the holiday season spending and (ii) an increase in viewership during this period. In addition, WAPA PR typically experiences an increase in revenue every four years as a result of political spending. The next political year will be 2016. As a result of the seasonality and cyclicity of WAPA PR's revenue, and the historically significant increase in WAPA PR's revenue during election years, investors are cautioned that it has been, and is expected to remain, difficult to engage in period-over-period comparisons of WAPA PR's revenue and results of operations.

***WAPA PR is dependent upon retransmission consent agreements with MVPDs, and we cannot predict the outcome of potential regulatory changes to the retransmission consent regime.***

WAPA PR is dependent on its retransmission consent agreements that provide for per subscriber fees with annual rate escalators. No assurances can be provided that WAPA PR will be able to renegotiate all such agreements on favorable terms, on a timely basis, or at all. The failure to renegotiate such agreements may result in the loss of many viewers, which could have a material adverse effect on WAPA PR's business and results of operations.

WAPA PR's ability to successfully negotiate and renegotiate future retransmission consent agreements may be hindered by potential legislative or regulatory changes to the framework under which these agreements are negotiated. In March 2011, the FCC issued a Notice of Proposed Rulemaking ("NPRM") to consider changes to its rules governing the negotiation of retransmission consent agreements. The FCC concluded that it lacked statutory authority to impose mandatory arbitration or interim carriage obligations in the event of a dispute between broadcasters and pay television operators. The FCC, however, sought comment on whether it should (1) strengthen existing regulatory provisions requiring broadcasters and MVPDs to negotiate retransmission consent in "good faith," (2) enhance notice obligations to consumers of potential disruptions in service, and/or (3) extend the prohibition on ceasing carriage of a broadcast station's signal during an audience measurement period to DBS systems. The FCC has not yet issued a decision in this proceeding, and we cannot predict the outcome of any FCC regulatory action in this regard.

***WAPA PR operates in a highly competitive environment. Competition occurs on multiple levels (for audiences, advertisers, and programming) and is based on a variety of factors. If WAPA PR is not able to successfully compete in all relevant aspects, its revenue will be materially adversely affected.***

Television stations compete for audiences, advertisers, and certain programming. Signal coverage and carriage on MVPD systems also materially affect a television station's competitive position. With

Table of Contents

respect to audiences, television stations compete primarily based on broadcast program popularity. We cannot provide any assurances as to the acceptability by audiences of any of the programs WAPA PR broadcasts. Further, because WAPA PR competes with other broadcast stations for the rights to produce or license certain programming, we cannot provide any assurances that we will be able to produce or obtain any desired programming at costs that we believe are reasonable. Cable network programming, combined with increased access to cable and satellite TV, has become a significant competitor for broadcast television programming viewers.

In addition, technological innovation and the resulting proliferation of programming alternatives, such as internet websites, mobile apps, and wireless carriers, direct-to-consumer video distribution systems, and home entertainment systems have further fractionalized television viewing audiences and resulted in additional challenges to revenue generation.

Changes in ratings technology, or methodology or metrics used by advertisers or other changes in advertisers' media buying strategies also could have a material adverse effect on WAPA PR's financial condition and results of operations.

WAPA PR's inability or failure to broadcast popular programs, or otherwise maintain viewership for any reason, including as a result of significant increases in programming alternatives and the failure to compete with new technological innovations could result in a lack of advertisers, or a reduction in the amount advertisers are willing to pay us to advertise, which could have a material adverse effect on our business, financial condition, and results of operations.

***If WAPA PR cannot renew its FCC broadcast licenses, its business will be impaired.***

WAPA PR's business depends upon maintaining its broadcast licenses, which are issued by the FCC for a term of eight years and are renewable. Applications to renew the broadcast licenses of all television stations licensed to communities in Puerto Rico, including those associated with WAPA-TV, are currently pending before the FCC. Interested parties may challenge a renewal application. The FCC has the authority to revoke licenses, not renew them, or renew them with conditions, including renewals for less than a full term. It cannot be assured that WAPA PR's license renewal applications will be approved, or that the renewals, if granted, will not include conditions or qualifications that could adversely affect our operations. If WAPA PR's licenses are not renewed, or renewed with substantial conditions or modifications (including renewing one or more of our licenses for a term of fewer than eight years), it could prevent WAPA PR from operating the affected station and generating revenue from it.

***WAPA PR is subject to restrictions on foreign ownership.***

Under the Communications Act, a broadcast license may not be granted to or held by any corporation that has more than 20% of its capital stock owned or voted by non-U.S. citizens or entities or their representatives, by foreign governments or their representatives, or by non-U.S. corporations.

Furthermore, the Communications Act provides that no FCC broadcast license may be granted to or held by any corporation that is directly or indirectly controlled by any other corporation of which more than 25% of the capital stock is owned or voted by non-U.S. citizens or entities or their representatives, by foreign governments or their representatives, or by non-U.S. corporations, if the FCC finds the public interest will be served by the refusal or revocation of such license. These restrictions apply in modified form to other forms of business organizations, including partnerships and limited liability companies. The FCC has interpreted this provision of the Communications Act to require an affirmative public interest finding before a broadcast license may be granted to or held by any such entity, and the FCC has made such an affirmative finding only in limited circumstances. Thus, the licenses for WAPA PR's television stations could be revoked if more than 25% of Hemisphere's outstanding capital stock is issued to or for the benefit of non-U.S. citizens.

Table of Contents

To the extent necessary to comply with the Communications Act and FCC rules and policies, the Hemisphere board of directors may (i) take any action it believes necessary to prohibit the ownership or voting of more than 25% of Hemisphere's outstanding capital stock by or for the account of aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country (collectively, "Aliens"), or by any other entity (a) that is subject to or deemed to be subject to control by Aliens on a *de jure* or *de facto* basis or (b) owned by, or held for the benefit of Aliens in a manner that would cause Hemisphere to be in violation of the Communications Act or FCC rules and policies; (ii) prohibit any transfer of the Hemisphere stock which Hemisphere believes could cause more than 25% of Hemisphere's outstanding capital stock to be owned or voted by or for any person or entity identified in the foregoing clause (i); (iii) prohibit the ownership, voting or transfer of any portion of its outstanding capital stock to the extent the ownership, voting or transfer of such portion would cause Hemisphere to violate or would otherwise result in violation of any provision of the Communications Act or FCC rules and policies; (iv) convert shares of Hemisphere Class B common stock into shares of Hemisphere Class A common stock to the extent necessary to bring Hemisphere into compliance with the Communications Act or FCC rules and policies; and (v) redeem capital stock to the extent necessary to bring Hemisphere into compliance with the Communications Act or FCC rules and policies or to prevent the loss or impairment of any of Hemisphere's FCC licenses.

***The FCC may impose sanctions or penalties for violations of rules or regulations.***

If WAPA PR or any of its officers, directors, or attributable interest holders materially violate the FCC's rules and regulations or are convicted of a felony or are found to have engaged in unlawful anticompetitive conduct or fraud upon another government agency, the FCC may, in response to a petition by a third party or on its own initiative, in its discretion, commence a proceeding to impose sanctions upon us that could involve the imposition of monetary penalties, the denial of a license renewal application, revocation of a broadcast license or other sanctions. If the FCC were to issue an order denying a license renewal application or revoking a license, WAPA PR would be required to cease operating the broadcast station only after we had exhausted all administrative and judicial review without success. In addition, the FCC has recently emphasized more vigorous enforcement of certain of its regulations, including indecency standards, sponsorship identification requirements, and equal employment opportunity outreach and recordkeeping requirements. These enhanced enforcement efforts could result in increased costs associated with the adoption and implementation of stricter compliance procedures at WAPA PR's broadcast facilities or FCC fines.

***The FCC can issue sanctions for programming broadcast by WAPA PR's stations that it finds to be indecent.***

Over the past several years, the FCC has increased its enforcement efforts regarding broadcast indecency and profanity. In 2006, the statutory maximum fine for broadcasting indecent material increased from \$32,500 to \$325,000 per incident. The effect of recent judicial decisions regarding the FCC's indecency enforcement practices remain unclear and we are unable to predict the impact of these decisions on the FCC's enforcement practices, which could have a material adverse effect on WAPA PR's business.

***Recent legislation could result in the reallocation of broadcast spectrum for wireless broadband or other non-broadcast use.***

In February 2012, Congress passed and the President signed legislation that, among other things, grants the FCC authority to conduct a set of incentive auctions to recapture certain spectrum currently used by television broadcasters and repurpose it for other uses. On October 2, 2012, the FCC released a Notice of Proposed Rulemaking to begin to develop the rules and procedures to implement the incentive auctions authorized by Congress. That rulemaking process remains ongoing.



Table of Contents

The incentive auction process would have three components. First, the FCC would conduct a reverse auction by which each television broadcaster may choose to retain its rights to a 6 MHz channel of spectrum or volunteer, in return for payment, to relinquish some or all of its station's spectrum by surrendering the station's license; relinquishing the right to some of the station's spectrum and thereafter share spectrum with another station; or, for stations that operate in the UHF spectrum, modifying the station's UHF channel license to a VHF channel license.

Second, in order to accommodate the spectrum reallocated to new users, the FCC will "repack" the remaining television broadcast spectrum, which may require certain television stations that did not participate in the reverse auction to modify their transmission facilities, including requiring such stations to operate on other channel designations. The FCC is authorized to reimburse stations for reasonable relocation costs up to a total across all stations of \$1.75 billion. In addition, Congress directed the FCC, when repacking the television broadcast spectrum, to use reasonable efforts to preserve a station's coverage area and population served. In addition, the FCC is prohibited from requiring a station to move involuntarily from the UHF spectrum band, the band in which WAPA PR's broadcast licenses operate, to the VHF spectrum band or from the high VHF band to the low VHF band.

Third, the FCC would conduct a forward auction of the relinquished broadcast spectrum to new users. The FCC must complete the reverse auction and the forward auction by September 30, 2022.

The outcome of the incentive auction and repacking of broadcast television spectrum or the impact of such items on WAPA PR's business cannot be predicted.

***WAPA PR's operations, properties and viewers are located in Puerto Rico and could be adversely affected in the event of a hurricane or other extreme weather condition.***

WAPA's corporate headquarters and production facilities are located in Puerto Rico, where major hurricanes have occurred, as well as other extreme weather conditions, such as tornadoes, floods, fires, unusually heavy or prolonged rain, droughts and heat waves. Depending on where any particular hurricane or other weather event makes landfall, WAPA's properties in Puerto Rico could experience significant damage. Such event could have an adverse effect on WAPA's ability to broadcast its programming or produce new shows. Additionally, many of WAPA PR's regular viewers may be left without power and unable to view WAPA programming. If a hurricane, natural disaster or other significant disruption occurs in Puerto Rico, WAPA PR may experience significant disruptions to its operations, properties and viewership, which could have an adverse effect on its businesses and results of operations.

**Risk Factors Relating to WAPA Generally**

***As the primary market for WAPA PR, Puerto Rico's continuing economic hardships may have a negative effect on the overall performance of WAPA's business, results of operations and financial condition.***

Substantially all of WAPA PR's revenues derive from business activities within Puerto Rico and, as such, WAPA is subject to the risks associated with the Puerto Rico economy. Current financial and economic conditions continue to be uncertain and the continuation or worsening of such conditions could reduce consumer confidence and have an adverse effect on WAPA PR's business, results of operations, and/or financial condition. If consumer confidence were to decline, this decline could negatively affect WAPA PR's advertising customers' businesses and their advertising budgets. In addition, continued volatile economic conditions could have a negative impact on the broadcast television industry or the industries of WAPA PR's customers who advertise on WAPA-TV, resulting in reduced advertising sales. Furthermore, it may be possible that actions taken by any governmental or regulatory body for the purpose of stabilizing the economy or financial markets will not achieve their intended effect. In addition to any negative direct consequences to WAPA PR's business or results of operations arising from these financial and economic developments, some of these actions may

Table of Contents

adversely affect financial institutions, capital providers, advertisers, or other consumers on whom it relies, including for access to future capital or financing arrangements necessary to support its business. WAPA PR's inability to obtain financing in amounts and at times necessary could make it more difficult or impossible to meet WAPA PR's obligations or otherwise take actions in the best interests of WAPA PR's business.

Puerto Rico's track record of poor budget controls and high poverty levels compared to the U.S. average presents ongoing challenges. Although Puerto Rico has implemented measures to deal with its budgetary gaps and economic challenges, including significant expenditure controls and revenue enhancement measures, Puerto Rico possesses an economy in recession since 2006, limited economic activity, lower-than-estimated revenue collections, high government debt levels relative to the size of the economy, forecasted budget deficits through 2012, and other potential fiscal challenges. Significant job losses, potential expenses and delays implementing budget solutions, the loss or reduction in the flow of federal funds, and contraction in the manufacturing and construction sectors could further heighten the risks associated with the WAPA PR exposure to Puerto Rico's economy.

If economic conditions in Puerto Rico deteriorate, WAPA may experience a reduction in existing and new business, which could have a material adverse effect on its businesses, financial conditions and results of operations.

***WAPA is subject to interruptions of distribution as a result of their reliance on broadcast towers and cable networks for transmission of its programming. A significant interruption in transmission ability could seriously affect WAPA's business and results of operations, particularly if not fully covered by its insurance.***

WAPA could experience interruptions of distribution or potentially long-term increased costs of delivery if the ability of broadcast towers to transmit WAPA content is disrupted because of accidents, weather interruptions, governmental regulation, terrorism, or other third party action.

As protection against these hazards, WAPA maintains insurance coverage against some, but not all, such potential losses and liabilities. WAPA may not be able to maintain or obtain insurance of the type and amount it desires at reasonable rates. As a result of market conditions, premiums and deductibles for certain of WAPA's insurance policies may increase substantially. In some instances, certain insurance could become unavailable or available only for reduced amounts of coverage. For example, coverage for hurricane damage can be limited, and coverage for terrorism risks can include broad exclusions. If WAPA were to incur a significant liability for which it was not fully insured, it could have a material adverse effect on its financial position.

***The success of much of WAPA PR and WAPA America's programming is dependent upon the retention and performance of on-air talent and program hosts and other key employees.***

WAPA employs or independently contracts with several on-air personalities and hosts with significant loyal audiences in their respective markets. Although WAPA has entered into long-term agreements with some of its key on-air talent and program hosts to protect its interests in those relationships, it can give no assurance that all or any of these persons will remain with WAPA or will retain their audiences. Competition for these individuals is intense and many of these individuals are under no legal obligation to remain with WAPA. WAPA's competitors may choose to extend offers to any of these individuals on terms which WAPA may be unable or unwilling to meet. Furthermore, the popularity and audience loyalty of WAPA's key on-air talent and program hosts is highly sensitive to rapidly changing public tastes. A loss of such popularity or audience loyalty is beyond WAPA's control and could limit WAPA's ability to generate revenue.

***WAPA could be adversely affected by strikes or other union job actions.***

WAPA is directly or indirectly dependent upon highly specialized union members who are essential to the production of television programs and news. A strike by, or a lockout of, one or more of the

Table of Contents

unions that provide personnel essential to the production of television programs could delay or halt WAPA's ongoing production activities. Such a halt or delay, depending on the length of time, could cause a delay or interruption in WAPA's programming schedule, which could have a material adverse effect on WAPA's businesses, results of operations and financial conditions.

***WAPA's television segments may not be able to secure sufficient or additional advertising revenue, and as a result, its profitability may be negatively impacted.***

WAPA's ability to secure additional advertising accounts relating to its operations depends upon the size of its audience, the popularity of its programming and the demographics of its viewers, as well as strategies taken by its competitors, strategies taken by advertisers and the relative bargaining power of advertisers. Competition for advertising accounts and related advertising expenditures is intense. WAPA faces competition for such advertising expenditures from a variety of sources, including other networks and other media. WAPA cannot provide assurance that its sponsors will pay advertising rates for commercial air time at levels sufficient for it to make a profit or that it will be able to attract new advertising sponsors or increase advertising revenues. If WAPA is unable to attract advertising accounts in sufficient quantities, its revenues and profitability may be harmed.

***Unrelated third parties may bring claims against WAPA based on the nature and content of information posted on websites maintained by WAPA.***

WAPA hosts internet sites that enable individuals to exchange information, generate content, comment on WAPA content, and engage in various online activities. The law relating to the liability of providers of these online services for activities of their users is currently unsettled both within the United States and internationally. Claims may be brought against WAPA for defamation, negligence, copyright or trademark infringement, unlawful activity, tort, including personal injury, fraud, or other theories based on the nature and content of information that may be posted online or generated by WAPA.tv or other WAPA-controlled internet site users. Defenses of such actions could be costly and involve significant time and attention of WAPA management and other resources.

***If WAPA's goodwill or intangibles become impaired, WAPA will be required to recognize a non-cash charge which could have a significant effect on its reported net earnings.***

A significant portion of WAPA's assets consist of goodwill and intangibles. WAPA tests their goodwill and intangibles for impairment each year. A significant downward revision in the present value of estimated future cash flows for a reporting unit could result in an impairment of their goodwill and intangibles and a noncash charge would be required. Such a charge could have a significant effect on WAPA's reported net earnings.

**Risks Relating to Cinelatino Generally**

***Cinelatino has international operations and exposures that incur certain risks not found in doing business in the United States.***

Doing business in foreign countries carries with it certain risks that are not found in doing business in the United States. The risks of doing business in foreign countries that could result in losses against which Cinelatino is not insured include:

exposure to local economic conditions;

potential adverse changes in the diplomatic relations of foreign countries with the United States;

hostility from local populations;

the adverse effect of currency exchange controls;

restrictions on the withdrawal of foreign investment and earnings;



Table of Contents

government policies against businesses owned by foreigners;

investment restrictions or requirements;

expropriations of property;

the potential instability of foreign governments;

the risk of insurrections;

risks of renegotiation or modification of existing agreements with governmental authorities;

foreign exchange restrictions;

difficulties in collecting revenues and seeking recourse against 3<sup>rd</sup> parties owing payments to Cinelatino;

withholding and other taxes on remittances and other payments by subsidiaries; and

changes in taxation structure.

***A large portion of Cinelatino's revenue is generated from a limited number of customers, and the loss of these customers could adversely affect its businesses.***

Cinelatino has historically depended on a few customers for a significant percentage of its annual net revenues. The loss of one or more contracts with one of these customers could adversely affect Cinelatino's business, results of operations and financial condition if the lost revenues were not replaced with profitable revenues from that customer or other customers.

**Risks Related to WAPA and Cinelatino Businesses Generally**

***Adverse conditions in the U.S. and international economies could negatively impact WAPA and Cinelatino's results of operations.***

Unfavorable general economic conditions, such as a recession or economic slowdown in the parts of the United States or in one or more of WAPA and Cinelatino's other major markets, could negatively affect the affordability of and demand for some of their products and services. In addition, adverse economic conditions may lead to loss of subscriptions for WAPA and Cinelatino. If these events were to occur, it could have a material adverse effect on WAPA and Cinelatino's results of operations.

The risks associated with WAPA's advertising revenue become more acute in periods of a slowing economy or recession, which may be accompanied by a decrease in advertising. Expenditures by advertisers tend to be cyclical, reflecting overall economic conditions and budgeting and buying patterns. Cancellations, reductions or delays in purchases of advertising could, and often do, occur as a result of a strike, a general economic downturn, an economic downturn in one or more industries or in one or more geographic areas, or a failure to agree on contractual terms.

***Any potential hostilities, terrorist attacks, or similarly newsworthy events leading to broadcast interruptions, may affect WAPA or Cinelatino's revenues and results of operations.***

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If any existing hostilities escalate, or if the United States experiences a terrorist attack or experiences any similar event resulting in interruptions to regularly scheduled broadcasting, WAPA or Cinelatino may lose revenue and/or incur increased expenses. Lost revenue and increased expenses may be due to preemption, delay or cancellation of advertising campaigns, in the case of WAPA PR and WAPA America, or diminished subscriber fees, as well as increased costs of covering such events. WAPA or Cinelatino cannot predict the (i) extent or duration of any future disruption to its programming schedule, (ii) amount of advertising revenue that would be lost or delayed to WAPA PR and WAPA America, (iii) the amount of decline in any subscriber fees or (iv) amount by which

Table of Contents

broadcasting expenses would increase as a result. Any such loss of revenue and increased expenses could negatively affect its future results of operations.

***WAPA and Cinelatino's results may be adversely affected if long-term programming contracts are not renewed on sufficiently favorable terms.***

WAPA and Cinelatino enter into long-term contracts for acquisition of programming, including movies, television series, and, in WAPA's case, sporting rights and other programs. As these contracts expire, WAPA and Cinelatino must renew or renegotiate the contracts, and if they are unable to renew them on acceptable terms, they may lose programming rights. Even if these contracts are renewed, the cost of obtaining programming rights may increase (or increase at faster rates than their historical experience) or the revenue from distribution of programs may be reduced (or increase at slower rates than their historical experience). With respect to the acquisition of programming rights, the impact of these long-term contracts on WAPA and Cinelatino's results over the term of the contracts depends on a number of factors, including effectiveness of marketing efforts, the size of audiences and with respect to WAPA, the strength of advertising markets. There can be no assurance that revenues from programming based on these rights will exceed the cost of the rights plus the other costs of distributing the programming.

***Changes in consumer behavior resulting from new technologies and distribution platforms may impact the performance of WAPA and Cinelatino's businesses.***

WAPA and Cinelatino's businesses are focused on television, and both face emerging competition from other providers of digital media, some of which have greater financial, marketing and other resources than WAPA or Cinelatino do. In particular, programming offered over the Internet has become more prevalent as the speed and quality of broadband networks have improved. Providers such as Hulu, Netflix, Apple TV, Amazon and Google TV are aggressively working to establish themselves as alternative providers of video services. These services and the growing availability of online content, coupled with an expanding market for connected devices and internet-connected televisions, may impact WAPA and Cinelatino's traditional distribution methods for their services and content. Additionally, devices that allow users to view television programs on a time-shifted basis and technologies that enable users to fast-forward or skip programming have caused changes in consumer behavior that may affect the attractiveness of WAPA's offerings to advertisers and could therefore adversely affect its revenues. If WAPA and Cinelatino cannot ensure that their distribution methods and content are responsive to their target audiences, WAPA and Cinelatino's businesses could be adversely affected.

***Possible strategic initiatives may impact WAPA and Cinelatino's businesses.***

WAPA and Cinelatino will continue to evaluate the nature and scope of their operations and various short-term and long-term strategic considerations. There are uncertainties and risks relating to strategic initiatives. Also, prospective competitors may have greater financial resources. Future acquisitions may not be available on attractive terms, or at all. Also, if WAPA and Cinelatino do make acquisitions, they may not be able to successfully integrate the acquired businesses. Finally, certain acquisitions or divestitures may be subject to FCC approval and FCC rules and regulations. Any of these efforts would require varying levels of management resources, which could divert WAPA and Cinelatino attention from other business operations. If WAPA and Cinelatino do not realize the expected benefits or synergies of such transactions, there may be an adverse effect on their financial condition and operating results.

***The loss of key personnel could disrupt and adversely affect WAPA and Cinelatino's businesses.***

WAPA and Cinelatino's businesses depend upon the continued efforts, abilities and expertise of their corporate executive teams. There can be no assurance that these individuals will remain with their

Table of Contents

respective companies. See also "The success of much of WAPA PR and WAPA America's programming is dependent upon the retention and performance of on-air talent and program hosts and other key employees" above.

***Protection of electronically stored data is costly and if WAPA or Cinelatino's data is compromised in spite of this protection, WAPA and Cinelatino may incur additional costs, lost opportunities and damage to its reputation.***

WAPA and Cinelatino maintain information in digital form necessary to conduct their businesses, including confidential and proprietary information regarding their advertisers, customers, Distributors, employees and viewers as well as personal information. Data maintained in digital form is subject to the risk of intrusion, tampering and theft. WAPA and Cinelatino develop and maintain systems to prevent this from occurring, but the development and maintenance of these systems is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated. Moreover, despite WAPA and Cinelatino's efforts, the possibility of intrusion, tampering and theft cannot be eliminated entirely, and risks associated with each of these remain. In addition, WAPA and Cinelatino provide confidential, proprietary and personal information to third parties when it is necessary to pursue business objectives. While WAPA and Cinelatino obtain assurances that these third parties will protect this information and, where appropriate, monitor the protections employed by these third parties, there is a risk the confidentiality of data held by third parties may be compromised. If WAPA and Cinelatino's data systems are compromised, WAPA and Cinelatino's ability to conduct their businesses may be impaired, they may lose profitable opportunities or the value of those opportunities may be diminished and, as described above, WAPA and Cinelatino may lose revenue as a result of unlicensed use of their intellectual property. Further, a penetration of WAPA and Cinelatino's network security or other misappropriation or misuse of personal consumer or employee information could subject WAPA and Cinelatino to financial, litigation and reputation risk, which could have a negative effect on their business, financial condition and results of operations.

***If WAPA and Cinelatino are unable to protect their domain names, their reputation and brands could be adversely affected.***

WAPA and Cinelatino currently hold various domain name registrations relating to their brands. The registration and maintenance of domain names generally are regulated by governmental agencies and their designees. Governing bodies may establish additional top-level domains, appoint additional domain name registrars or modify the requirements for holding domain names. As a result, WAPA and Cinelatino may be unable to register or maintain relevant domain names. WAPA and Cinelatino may be unable, without significant cost or at all, to prevent third parties from registering domain names that are similar to, infringe upon or otherwise decrease the value of, WAPA and Cinelatino's trademarks and other proprietary rights. Failure to protect their domain names could adversely affect WAPA and Cinelatino's reputation and brands, and make it more difficult for users to find their websites and services.

***Changes in governmental regulation, interpretation or legislative reform could increase WAPA and Cinelatino's costs of doing business and adversely affect their profitability.***

Laws and regulations, including in the areas of advertising, consumer affairs, data protection, finance, marketing, privacy, publishing and taxation requirements, are subject to change and differing interpretations. Changes in the political climate or in existing laws or regulations, or their interpretations, or the enactment of new laws or the issuance of new regulations or changes in enforcement priorities or activity could adversely affect WAPA and Cinelatino's businesses by, among other things:

increasing WAPA and Cinelatino's administrative, compliance, and other costs;



Table of Contents

forcing WAPA and/or Cinelatino to undergo a corporate restructuring;

limiting WAPA and Cinelatino's ability to engage in inter-company transactions with their affiliates and subsidiaries;

increasing WAPA and Cinelatino's tax obligations, including unfavorable outcomes from audits performed by various tax authorities;

affecting WAPA and Cinelatino's ability to continue to serve their customers and to attract new customers;

affecting cash management practices and repatriation efforts;

forcing WAPA and Cinelatino to alter or restructure their relationships with vendors and contractors;

increasing compliance efforts or costs;

limiting WAPA and Cinelatino's use of or access to personal information;

restricting WAPA and Cinelatino's ability to market their products; and

requiring WAPA and Cinelatino to implement additional or different programs and systems.

Compliance with regulations is costly and time-consuming, and WAPA and Cinelatino may encounter difficulties, delays or significant expenses in connection with their compliance, and WAPA and Cinelatino may be exposed to significant penalties, liabilities, reputational harm and loss of business in the event that they fail to comply. While it is not possible to predict when or whether fundamental policy or interpretive changes would occur, these or other changes could fundamentally change the dynamics of WAPA and Cinelatino's industry or the costs associated with their operations. Changes in public policy or enforcement priorities could materially affect WAPA and Cinelatino's profitability, their ability to retain or grow business, or in the event of extreme circumstances, their financial condition. There can be no assurance that legislative or regulatory change or interpretive differences will not have a material adverse effect on WAPA and Cinelatino's businesses.

***Changes in accounting standards can significantly impact reported operating results.***

Generally accepted accounting principles, accompanying pronouncements and implementation guidelines for many aspects of WAPA and Cinelatino's businesses, including those related to intangible assets and income taxes, are complex and involve significant judgments. Changes in these rules or their interpretation could significantly change WAPA and Cinelatino's reported operating results.

***WAPA or Cinelatino may face intellectual property infringement claims that could be time-consuming, costly to defend and result in WAPA and/or Cinelatino's loss of significant rights.***

Other parties may assert intellectual property infringement claims against us, and WAPA or Cinelatino's products may infringe the intellectual property rights of third parties. From time to time, WAPA and Cinelatino receive letters alleging infringement of intellectual property rights of others. Intellectual property litigation can be expensive and time-consuming and could divert management's attention from WAPA and Cinelatino's businesses. If there is a successful claim of infringement against WAPA or Cinelatino, either may be required to pay substantial damages to the party claiming infringement or enter into royalty or license agreements that may not be available on acceptable or desirable terms, if at all. WAPA and Cinelatino's failure to license proprietary rights on a timely basis would harm their businesses.



Table of Contents

***Disruption or failures of WAPA and Cinelatino's information technology systems could have a material adverse effect on their businesses.***

WAPA and Cinelatino's information technology systems are susceptible to security breaches, operational data loss, general disruptions in functionality, and may not be compatible with new technology. WAPA and Cinelatino depend on their information technology systems for the effectiveness of their operations and to interface with their customers, as well as to maintain financial records and accuracy. Disruption or failures of WAPA or Cinelatino's information technology systems could impair their ability to effectively and timely provide their services and products and maintain their financial records, which could damage their reputation and have a material adverse effect on their businesses.

***Any violation of the Foreign Corrupt Practices Act or other similar laws and regulations could have a negative impact on WAPA and Cinelatino.***

WAPA and Cinelatino are subject to risks associated with doing business outside of the United States, which exposes them to complex foreign and U.S. regulations inherent in doing business cross-border and in each of the countries in which it transacts business. WAPA and Cinelatino are subject to regulations imposed by the Foreign Corrupt Practices Act, or the FCPA, and other anti-corruption laws that generally prohibit U.S. companies and their subsidiaries from offering, promising, authorizing or making improper payments to foreign government officials for the purpose of obtaining or retaining business. Violations of the FCPA and other anti-corruption laws may result in severe criminal and civil sanctions as well as other penalties and the SEC and U.S. Department of Justice have increased their enforcement activities with respect to the FCPA. Internal control policies and procedures and employee training and compliance programs that either WAPA or Cinelatino have implemented to deter prohibited practices may not be effective in prohibiting employees, contractors or agents from violating or circumventing such policies and the law. If WAPA and/or Cinelatino employees or agents fail to comply with applicable laws or company policies governing their international operations, WAPA and Cinelatino may face investigations, prosecutions and other legal proceedings and actions which could result in civil penalties, administrative remedies and criminal sanctions. Any determination that WAPA and Cinelatino have violated the FCPA could have a material adverse effect on their financial condition. Compliance with international and U.S. laws and regulations that apply to international operations increases the cost of doing business in foreign jurisdictions.

**Risk Factors Relating to the Transaction**

***Azteca stockholders cannot be sure of the market value of the shares of Hemisphere Class A common stock to be issued upon completion of the Transaction.***

Azteca stockholders will receive a fixed number of shares of Hemisphere Class A common stock in the Transaction rather than a number of shares with a particular fixed market value. The market values of Azteca common stock at the time of the Transaction may vary significantly from prices on the date the Merger Agreement was executed, the date of this proxy statement/prospectus or the date on which Azteca stockholders vote on the Transaction. Because the merger consideration exchange ratio will not be adjusted to reflect any changes in the market prices of Azteca common stock, the market value of the Hemisphere Class A common stock issued in the Transaction and the Azteca common stock retired for cash in the Transaction may be higher or lower than the value of these shares on earlier dates. All of the merger consideration to be received by Azteca stockholders will be Hemisphere Class A common stock.

The provisions of Azteca's amended and restated certificate of incorporation relating to certain rights and obligations attaching to Azteca's common stock, including Azteca's obligation to begin the dissolution process if Azteca has not consummated a business combination by April 6, 2013, may be amended with the vote of Azteca's board, the vote of at least 65% of the voting power of Azteca's

Table of Contents

outstanding voting stock and Azteca offering to redeem any Public Shares held by holders of Public Shares voting against the amendment. Accordingly, it is possible that the Transaction may not be completed until a significant period of time has passed after the date of this proxy statement/prospectus. As a result, the market value of Azteca common stock may vary significantly from the date of this proxy statement/prospectus to the date of the completion of the Transaction. You are urged to obtain up-to-date prices for Azteca common stock. There is no assurance that the Transaction will be completed, that there will not be a delay in the completion of the Transaction or that all or any of the anticipated benefits of the Transaction will be obtained.

***There has been no prior public market for Hemisphere's common stock.***

The Hemisphere Class A common stock is a new issue of securities for which there is no established public market. We intend to apply to list the Hemisphere Class A common stock on NASDAQ, however, an active public market for the Hemisphere Class A common stock may not develop or be sustained after the consummation of the Transaction, which could affect the ability to sell, or depress the market price of, the Hemisphere Class A common stock. We cannot predict the extent to which a trading market will develop or how liquid that market might become. In addition, there can be no assurance that the Hemisphere Class A common stock will be approved for listing on NASDAQ.

The Hemisphere Class B common stock is a new issue of securities for which there is no established public market. We do not intend to have Hemisphere Class B common stock listed on a national securities exchange or included in any automated quotation system. Therefore, an active market for the Hemisphere Class B common stock may not develop or, if developed, it may not continue. The liquidity of any market for the Hemisphere Class B common stock will depend upon the number of holders of such securities, Hemisphere's performance, the market for similar securities, the interest of securities dealers in making a market in the Hemisphere Class B common stock and other factors. A liquid trading market may not develop for the Hemisphere Class B common stock. If an active market does not develop or is not maintained, the price and liquidity of the Hemisphere Class B common stock may be adversely affected. In addition, the Hemisphere Class B common stock may trade at a discount from their value on the date you acquired such shares, depending upon prevailing interest rates, the market for similar securities, Hemisphere's performance and other factors.

***If, following the consummation of the Transaction, securities or industry analysts do not publish or cease publishing research or reports about Hemisphere, its business, or its market, or if they change their recommendations regarding Hemisphere Class A common stock adversely, the price and trading volume of Hemisphere Class A common stock could decline.***

If, following the consummation of the Transaction, securities or industry analysts do not publish or cease publishing research or reports about Hemisphere, its business, or its market, or if they change their recommendations regarding Hemisphere Class A common stock adversely, the price and trading volume of Hemisphere Class A common stock could decline. The trading market for Hemisphere Class A common stock will be influenced by the research and reports that industry or securities analysts may publish about it, its business, its market, or its competitors. Securities and industry analysts do not currently, and may never, publish research on Hemisphere. If no securities or industry analysts commence coverage of Hemisphere, its stock price and trading volume would likely be negatively impacted. If any of the analysts who may cover Hemisphere change their recommendation regarding its stock adversely, or provide more favorable relative recommendations about its competitors, the price of Hemisphere Class A common stock would likely decline. If any analyst who may cover Hemisphere were to cease coverage of Hemisphere or fail to regularly publish reports on it, Hemisphere could lose visibility in the financial markets, which in turn could cause its stock price or trading volume to decline.

Table of Contents

***The stock price of Hemisphere's common stock may be volatile.***

The stock price of Hemisphere Class A common stock may be volatile and subject to wide fluctuations. In addition, the trading volume of Hemisphere Class A common stock may fluctuate and cause significant price variations to occur. Some of the factors that could cause fluctuations in the stock price or trading volume of the Hemisphere Class A common stock include:

market and economic conditions, including market conditions in the cable television programming and broadcasting industries;

actual or expected variations in quarterly operating results;

future exercise of warrants held by warrantholders;

differences between actual operating results and those expected by investors and analysts;

changes in recommendations by securities analysts;

operations and stock performance of competitors;

accounting charges, including charges relating to the impairment of goodwill;

significant acquisitions or strategic alliances by Hemisphere or by competitors;

sales of Hemisphere Class A common stock, including sales by Hemisphere's directors and officers or significant investors;

recruitment or departure of key personnel;

loss of key advertisers; and

changes in reserves for professional liability claims.

We cannot assure you that the price of Hemisphere Class A common stock will not fluctuate or decline significantly in the future. In addition, the stock market in general can experience considerable price and volume fluctuations that may be unrelated to Hemisphere's performance.

***Hemisphere will be a "controlled company" within the meaning of NASDAQ rules and, as a result, Hemisphere will qualify for, and may choose to rely on, exemptions from certain corporate governance requirements.***

Upon the closing of the Transaction, the WAPA/Cinelatino Investors will control approximately 96% of the voting power of all of Hemisphere's outstanding capital stock. As a result of the concentration of the voting rights in Hemisphere, it will be a "controlled company" within the meaning of the rules and corporate governance standards of NASDAQ. Under the NASDAQ rules, a company of which more than 50% of the voting power is held by an individual, group or another company is a "controlled company" and may elect not to comply with certain NASDAQ corporate governance requirements, including:

the requirement that a majority of Hemisphere's board of directors consists of independent directors;

the requirement that Hemisphere have a nominating/corporate governance committee that is composed entirely of independent directors;

the requirement that Hemisphere have a compensation committee that is composed entirely of independent directors; and

the requirement for an annual performance evaluation of the nominating/corporate governance and compensation committees.

Table of Contents

Accordingly, Hemisphere's stockholders will not be afforded the same protections generally as stockholders of other NASDAQ-listed companies for so long as the former owners of WAPA and Cinelatino control 50% or more of Hemisphere's voting power and Hemisphere relies upon such exemptions. The interests of Hemisphere's controlling stockholders may conflict with the interests of Hemisphere's other stockholders, and the concentration of voting power in such stockholders will limit Hemisphere's other stockholders ability to influence corporate matters.

***Following the transaction, Hemisphere will be controlled by the WAPA/Cinelatino Investors; the WAPA/Cinelatino Investors will exercise significant influence over Hemisphere and their interests in Hemisphere's business may be different from the interests of Hemisphere stockholders.***

Upon the consummation of the transaction, the WAPA/Cinelatino Investors will control approximately 96% of the voting power of all of Hemisphere's outstanding capital stock. The consideration paid in the WAPA Merger and the Cinelatino Merger consists of Hemisphere Class B common stock, which will vote on a 10 to 1 basis with the Hemisphere Class A common stock, which means that each share of Hemisphere Class B common stock will have 10 votes and each share of Hemisphere Class A common stock will have 1 vote. All shares of Hemisphere's common stock will vote together as a single class. Accordingly, the WAPA/Cinelatino Investors will generally have the ability for the foreseeable future to influence the outcome of any corporate action of Hemisphere which requires stockholder approval, including, but not limited to, the election of directors, significant corporate transactions, such as a merger or other sale of Hemisphere or the sale of all or substantially all of Hemisphere's assets. This concentrated voting control will limit your ability to influence corporate matters and could adversely affect the market price of Hemisphere's Class A common stock.

The WAPA/Cinelatino Investors may delay or prevent a change in control of Hemisphere. In addition, the significant concentration of stock ownership may adversely affect the value of Hemisphere Class A common stock due to a resulting lack of liquidity of Hemisphere Class A common stock or a perception among investors that conflicts of interest may exist or arise. If the WAPA/Cinelatino Investors sell substantial amounts of Hemisphere Class A common stock (upon conversion of their Class B common stock) in the public market, or investors perceive that these sales could occur, the market price of Hemisphere Class A common stock could be adversely affected.

The interests of the WAPA/Cinelatino Investors, which have investments in other companies, may from time to time diverge from the interests of other Hemisphere stockholders, particularly with regard to new investment opportunities. The WAPA/Cinelatino Investors are not restricted from investing in other businesses involving or related to programming, content, production and broadcasting. The WAPA/Cinelatino Investors may also engage in other businesses that compete or may in the future compete with Hemisphere.

In connection with the execution of the Merger Agreement, Hemisphere entered into the Registration Rights Agreement with certain parties including the WAPA/Cinelatino Investors. If requested properly under the terms of the Registration Rights Agreement, certain of these stockholders have the right to require Hemisphere to register the offer and sale of all or some of Hemisphere Class A common stock (including upon conversion of their Hemisphere Class B common stock and warrants) under the Securities Act in certain circumstances and also have the right to include those shares in a registration initiated by Hemisphere. If Hemisphere is required to include the shares of common stock held by these stockholders pursuant to these registration rights in a registration initiated by Hemisphere, sales made by such stockholders may adversely affect the price of Hemisphere Class A common stock and Hemisphere's ability to raise needed capital. In addition, if these stockholders exercise their demand registration rights and cause a large number of shares to be sold in the public market or demand that Hemisphere include their shares for registration on a shelf registration statement, such sales or shelf registration may have an adverse effect on the market price of

Table of Contents

Hemisphere Class A common stock. For a complete description of the terms of the Registration Rights Agreement, see "The Agreements Additional Agreements The Registration Rights Agreement."

Also in connection with the execution of the Merger Agreement, each of the WAPA/Cinelatino Investors, the Azteca Initial Stockholders, Gabriel Brener and Brener International Group, LLC have entered into a lock-up agreement with WAPA, Cinelatino and Hemisphere (the "Lock-up Agreement"). Under the Lock-up Agreement, the investors subject to the Lock-up Agreement and their permitted transferees may not transfer (i) all or any portion of their shares of Hemisphere Class A common stock and Hemisphere Class B common stock (including any shares of Hemisphere Class A common stock that may be received upon exercise of warrants) for a period of one year following the consummation of the Transaction, subject to certain exceptions and (ii) any warrants for a period of 30 days following the consummation of the Transaction. For a complete description of the terms of the Lock-up agreement, see "The Agreements Additional Agreements The Lock-up Agreement."

***If Hemisphere fails to maintain effective internal control over financial reporting in the future, the accuracy and timing of its financial reporting may be impaired, which could adversely affect its business and stock price.***

The Sarbanes-Oxley Act requires, among other things, that Hemisphere maintain effective internal control over financial reporting and disclosure controls and procedures. Neither WAPA nor Cinelatino has previously been subject to the Sarbanes-Oxley Act. With respect to its fiscal year ending December 31, 2013, Hemisphere must perform system and process evaluation and testing of Hemisphere's internal control over financial reporting to allow management to report on the effectiveness of Hemisphere's internal control over financial reporting, as required by Section 404 of the Sarbanes-Oxley Act. Hemisphere's testing, or the subsequent testing by its independent registered public accounting firm, may reveal deficiencies in internal control over financial reporting that are deemed to be material weaknesses. Compliance with Section 404 will require that Hemisphere incur substantial accounting expense and expend significant management time on compliance-related issues. Management expects that integration of Cinelatino and WAPA will require substantial management time and attention during 2013, and the additional need to focus on compliance with Section 404 of Sarbanes-Oxley may strain management and finance resources and otherwise present additional administrative and operational challenges as Hemisphere management seeks to integrate the two businesses.

If Hemisphere is not able to comply with the requirements of Section 404 in a timely manner, or if it fails to remedy any material weakness and maintain effective internal control over its financial reporting in the future, its financial statements may be inaccurate, its ability to report its financial results on a timely and accurate basis may be adversely affected, its access to the capital markets may be restricted, the trading price of its common stock may decline, and it may be subject to sanctions or investigations by regulatory authorities, including the SEC or NASDAQ.

***Azteca, WAPA and Cinelatino will be subject to business uncertainties and contractual restrictions while the Transaction is pending.***

Uncertainty about the effect of the Transaction on employees and customers may have an adverse effect on Azteca, WAPA or Cinelatino and consequently on the combined company. These uncertainties may impair WAPA's or Cinelatino's ability to retain and motivate key personnel and could cause customers and others that deal with WAPA or Cinelatino to defer entering into contracts with WAPA or Cinelatino or making other decisions concerning WAPA or Cinelatino or seek to change existing business relationships with WAPA or Cinelatino. Certain of WAPA's and Cinelatino's agreements with their customers have provisions that may allow such customers to terminate the agreements if the Transaction is completed. If key employees depart because of uncertainty about their future roles and the potential complexities of the Transaction, Azteca's, WAPA's and Cinelatino's



Table of Contents

business could be harmed. In addition, the Merger Agreement restricts Azteca, WAPA and Cinelatino from making certain acquisitions and taking other specified actions until the Transaction occurs without the consent of the other party. These restrictions may prevent Azteca, WAPA and Cinelatino from pursuing attractive business opportunities that may arise prior to the completion of the Transaction. See the section entitled "The Agreements Description of the Merger Agreement Additional Agreements" beginning on page 176 for a description of the restrictive covenants applicable to Azteca, WAPA and Cinelatino.

***Certain directors and executive officers of Azteca may have direct and indirect interests in the Transaction that are different from, or in addition to or in conflict with, yours.***

Executive officers of Azteca negotiated the terms of the Transaction and the Azteca Board approved the Merger Agreement and the transactions contemplated thereby and unanimously recommends that you vote in favor of the proposal to approve and adopt the Merger Agreement. These directors and executive officers may have direct and indirect interests in the Transaction that are different from, or in addition to or in conflict with, yours. These interests include the continued employment of certain executive officers of Azteca by Hemisphere, the continued positions of certain directors of Azteca as directors of Hemisphere, and the indemnification of former Azteca directors and Azteca officers by Hemisphere and the surviving corporations. You should be aware of these interests when you consider the Azteca Board's recommendation that you vote in favor of the approval and adoption of the Merger Agreement and the consummation of the transactions contemplated thereby. For a discussion of the interests of directors and executive officers in the Transaction, see "The Transaction Interests of Azteca Officers and Directors in the Transaction" beginning on page 160.

***Certain current directors and executive officers of Azteca own shares of Azteca common stock and warrants that may be worthless if the Transaction is not approved. Such interests may have influenced their decision to approve the Transaction.***

Following the consummation of the Transaction, the current directors and executive officers of Azteca will beneficially own approximately 2,250,000 shares of Hemisphere Class A common stock (after giving effect to the forfeiture of 250,000 founder's shares by the Azteca Initial Stockholders) and will have the right to acquire an additional 1,166,667 shares of Hemisphere Class A common stock through the exercise of warrants (after giving effect to the sale of 2,333,334 Amended Azteca Warrants by Brener International Group, LLC, Juan Pablo Albán and Clive Fleissig immediately prior to the consummation of the Transaction), subject to certain limitations. Such persons are not entitled to receive any of the cash proceeds that may be distributed upon Azteca's liquidation with respect to shares they acquired prior to Azteca's initial public offering. Therefore, if the Transaction is not approved and Azteca does not consummate another business combination by April 6, 2013 and is forced to liquidate, such founder's shares and Sponsor Warrants held by such persons will be worthless. As of , 2013, the record date, Azteca's current directors and executive officers beneficially held approximately \$ million in Azteca's common stock (based on a market price of \$ ) and approximately \$ million in warrants (based on a market price of \$ ). These financial interests of Azteca's current directors and executive officers may have influenced their decision to approve the Transaction and to continue to pursue the Transaction. See "The Transaction Interests of Azteca Officers and Directors in the Transaction" beginning on page 160.

***Hemisphere's dependence on subsidiaries for cash flow may negatively affect Hemisphere's business.***

Hemisphere is a holding company with no business operations of its own. Hemisphere's only significant asset is, and is expected to be, the outstanding capital stock and membership interests of its subsidiaries. Hemisphere conducts, and expects to continue conducting, all of its business operations through its subsidiaries. Accordingly, Hemisphere's ability to pay its obligations is dependent upon

Table of Contents

dividends and other distributions from its subsidiaries to Hemisphere. Each of Hemisphere's operating subsidiaries currently has outstanding debt and each of these debt instruments which limit such entity's ability to remit dividends to its shareholder. Consequently, Hemisphere's ability to pay its expenses or pay dividends will be limited by funds that its subsidiaries are permitted to dividend to Hemisphere.

***WAPA and Cinelatino's existing debt may limit the businesses' financial and operating flexibility.***

WAPA and Cinelatino's existing debt includes financial covenants restricting their ability to incur additional indebtedness, pay dividends or make other payments, make loans and investments, sell assets, incur certain liens, enter into transactions with affiliates, and consolidate, merge or sell assets. These covenants limit the ability of the respective restricted entities to fund future working capital and capital expenditures, engage in future acquisitions or development activities, or otherwise realize the value of their assets and opportunities fully because of the need to dedicate a portion of cash flow from operations to payments on debt. In addition, such covenants limit the flexibility of the respective restricted entities in planning for, or reacting to, changes in the industries in which they operate.

***The shares of Hemisphere Class A common stock to be received by Azteca stockholders as a result of the Transaction will have different rights from shares of Azteca common stock.***

Following completion of the Transaction, Azteca stockholders will no longer be stockholders of Azteca but will instead be stockholders of Hemisphere. There will be important differences between your current rights as an Azteca stockholder and your rights as a Hemisphere stockholder. See "Comparison of Stockholder Rights" beginning on page 208 for a discussion of the different rights associated with Hemisphere Class A common stock.

***Significant costs are expected to be incurred in connection with the consummation of the transaction, including legal, accounting, financial advisory and other costs.***

If the transaction is consummated, Hemisphere, Azteca, WAPA and Cinelatino expect to incur significant costs, including a number of non-recurring costs associated with consummating the Transaction. Azteca, WAPA and Cinelatino will also incur significant fees and expenses relating to financing arrangements and legal, accounting and other transaction fees and costs associated with the Transaction. Some of these costs are payable regardless of whether the Transaction is completed.

***The unaudited pro forma financial information included in this document may not be indicative of what Hemisphere's actual financial position or results of operations would have been.***

The unaudited pro forma financial information in this proxy statement/prospectus is presented for illustrative purposes only and is not necessarily indicative of what Hemisphere's actual financial position or results of operations would have been had the Transaction been completed on the dates indicated. Hemisphere's actual financial condition and results of operations may materially differ from the unaudited pro forma financial information included in this proxy statement/prospectus. See "Unaudited Pro Forma Condensed Combined Financial Information" beginning on page 196 for more information.

***A registration statement relating to the exercise of the Hemisphere Class A common stock underlying the warrants and a current prospectus may not be in place when an investor desires to exercise warrants; in that case these warrants will be subject to "cashless exercise." If an exemption from registration is not available, this may prevent an investor from being able to exercise its warrants resulting in such warrants expiring worthless.***

Under the Warrant Agreement as amended by the Warrant Amendment, Hemisphere may but is not required to file with the SEC a new registration statement for the registration under the Securities Act of the issuance of Hemisphere Class A common stock upon exercise of the warrants, and cause

Table of Contents

such registration statement to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the expiration of the warrants. In addition, no warrant will be exercisable and Hemisphere will not be obligated to issue Class A common stock upon exercise of a warrant unless the common stock so issuable has been registered, qualified or deemed exempt under the securities laws of the state of residence of the registered warrant holder. If such warrant holder is unable to exercise its warrants in a particular state, such holder may be forced to sell its warrants and therefore lose the benefit of purchasing Hemisphere Class A common stock. Furthermore, the price such holder receives for its warrant may not equal the difference between the exercise price and the stock price.

If Hemisphere elects not to file such registration statement, Hemisphere will on the 31st day following the consummation of the Transaction be required to permit holders to exercise their warrants on a cashless basis, by exchanging the warrants (in accordance with Section 3(a)(9) of the Act or another exemption). Even if Hemisphere does file such a registration statement but later withdraws or does not maintain its effectiveness, Hemisphere will be required to permit holders to exercise their warrants on a cashless basis. If an exemption from registration is not available, no warrant will be exercisable on a cashless basis, and Hemisphere will not be obligated to issue any Hemisphere Class A common stock to holders seeking to exercise their warrants, unless the issuance of Hemisphere Class A common stock upon such exercise are registered or qualified under the Act and securities laws of the state of the exercising holder as described above. For additional circumstances under which the warrants will not be exercisable, see the risk factor entitled "Pursuant to the Warrant Amendment, a warrant holder may exercise its warrant for only a whole number of shares of Hemisphere Class A common stock."

***Azteca's working capital will be reduced if Azteca's stockholders exercise their right to redeem their shares for cash, which reduced working capital may adversely affect Hemisphere's business and future operations.***

Pursuant to Azteca's amended and restated certificate of incorporation, Azteca stockholders may demand that Azteca redeem their shares for cash in an amount equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares, calculated as of two business days prior to the anticipated consummation of the Transaction, into a pro rata share of the Trust Account. Funds from the Trust Account will be used to pay deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors and to pay approximately \$ million for transaction expenses. If the amount remaining in the Trust Account after these expenses are paid is insufficient to fund Hemisphere's working capital requirements, Hemisphere would need to seek to borrow funds necessary to satisfy such requirements. Azteca cannot assure you that such funds would be available to Hemisphere on terms favorable to it or at all. If such funds were not available to Hemisphere, it may adversely affect Hemisphere's operations and profitability.

***Warrants may be exercised in the future, which would increase the number of shares eligible for future resale in the public market and result in dilution to Hemisphere's stockholders.***

Outstanding warrants to purchase an aggregate of 7,333,333 shares of Hemisphere Class A common stock (issued in exchange for Azteca warrants issued in Azteca's initial public offering and concurrent private placement, taking into account the Warrant Amendment, the sale of Sponsor Warrants to Azteca and the issuance of warrants to the owners of WAPA and Cinelatino) will become exercisable 30 days after the consummation of the Transaction. These warrants likely will be exercised only if the \$6.00 per one half-share exercise price is below the market price of the shares of Azteca

Table of Contents

common stock. To the extent such warrants are exercised, additional shares of Hemisphere Class A common stock will be issued, which will result in dilution to the holders of common stock of Hemisphere and increase the number of shares eligible for resale in the public market. Sales of substantial numbers of such shares in the public market could adversely affect the market price of the Hemisphere Class A common stock.

***If Azteca stockholders fail to deliver their shares in accordance with the redemption requirements specified in this proxy statement/prospectus, they will not be entitled to redeem their shares of Azteca common stock for a pro rata portion of the Trust Account.***

Azteca stockholders may demand that Azteca redeem their shares into cash in an amount equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares. Azteca stockholders who seek to exercise this redemption right must deliver their stock (either physically or electronically) to Continental Stock Transfer & Trust Company, Azteca's transfer agent, prior to the Azteca special meeting. Any Azteca stockholder who fails to deliver his or her stock in accordance with the procedures described in this proxy statement/prospectus will not be entitled to redeem his or her shares into a pro rata portion of the Trust Account. See the section entitled "The Transaction - Redemption Rights of Azteca Stockholders" for the procedures to be followed if you wish to redeem your shares to cash.

***The exercise of discretion by Azteca's directors' and officers' in agreeing to changes or waivers in the terms of the Transaction may result in a conflict of interest when determining whether such changes to the terms of the Transaction or waivers of conditions are appropriate and in stockholders' best interests.***

In the period leading up to the closing of the Transaction, events may occur that, pursuant to the Merger Agreement, would require Azteca to agree to amend one or more of those agreements, as applicable, to consent to certain actions taken by the other parties to such agreements or to waive rights that they are entitled to under such agreements. Such events could arise because of changes in the course of the respective business of another party to the Transaction, a request by another party to undertake actions that would otherwise be prohibited by the terms of the Merger Agreement, or the occurrence of other events that would have a material adverse effect on Azteca's, WAPA's or Cinelatino's respective businesses and would entitle Azteca to terminate such agreement. In any of such circumstances, it would be discretionary on Azteca, acting through its board of directors, to grant its consent or waive its rights. The existence of the financial and personal interests of the directors described in preceding risk factors may result in a conflict of interest on the part of one or more of the directors between what he or she may believe is best for Azteca, and what he may believe is best for himself in determining whether or not to take the requested action. As of the date of this proxy statement/prospectus, Azteca does not believe there will be any changes or waivers that its respective directors and officers would be likely to make after stockholder approval of the Azteca Merger proposal has been obtained. While certain changes could be made without further stockholder approval, Azteca will circulate a new or amended proxy statement/prospectus and resolicit Azteca's stockholders if changes to the terms of the transaction that would have a material adverse impact on Azteca stockholders are required prior to the stockholder vote on the Azteca Merger proposal.

Table of Contents

***If the Transaction is completed, a large portion of the funds in the Trust Account may be used for the purchase, directly or indirectly, of Azteca common stock. As a consequence, if the Transaction is completed, such funds will not be available to Hemisphere for working capital and general corporate purposes and the number of beneficial holders of Hemisphere's securities may be reduced to a number that may preclude the quotation, trading or listing of Hemisphere's securities other than on the OTCBB.***

After the payment of expenses associated with the transaction, including investment banking and finder's fees and deferred underwriting commissions, consultant fees, the balance of funds in the Trust Account will be available to Hemisphere for working capital and general corporate purposes. However, a portion of the funds in the Trust Account may be used to acquire Azteca common stock from holders thereof who elect to redeem their shares into cash. As a consequence of such purchases:

the funds in the Trust Account that are so used will not be available to Hemisphere after the Transaction and the actual amount of such funds that Hemisphere may retain for its own use will be diminished; and

the public "float" of Hemisphere's Class A common stock may be reduced and the number of beneficial holders of the Hemisphere Class A common stock may be reduced, which may make it difficult to obtain the quotation, listing or trading of Hemisphere's securities on NASDAQ or any other national securities exchange.

***There are significant limitations on Azteca's right to make contractual indemnification claims against WAPA or Cinelatino for the breach of any representations and warranties or covenants made by WAPA or Cinelatino in the Merger Agreement.***

Azteca does not have a right under the terms of the Merger Agreement to make contractual indemnification claims after the closing of the Transaction against WAPA or Cinelatino under any circumstances including for a breach by WAPA or Cinelatino of the representations and warranties made to Azteca or for a violation by WAPA or Cinelatino of certain covenants and agreements in the Merger Agreement and related documents. This limitation does not affect any other entitlement, remedy or recourse permitted by law that Azteca may have against WAPA or Cinelatino.

***WAPA, Cinelatino and Azteca may not be able to satisfy certain conditions for closing the Transaction, and WAPA and Cinelatino may not be able to obtain the regulatory approvals required to consummate the Transaction unless they agree to material restrictions or conditions.***

The obligation of WAPA, Cinelatino and Azteca to consummate the Transaction is subject to the satisfaction or waiver of conditions set forth in the Merger Agreement and failure to satisfy or waive any of these conditions may result in the Transaction not being consummated. For example, it is a condition of closing of the Transaction that Azteca must have at least \$80.0 million of cash in the Trust Account, after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino. In addition, consummation of the Transaction is subject to prior receipt of certain approvals and consents required to be obtained from applicable governmental and regulatory authorities, including under the HSR Act and the Communications Act. The FCC has granted its consent for the transfer of control that will occur with regard to the FCC-issued television broadcast, wireless and earth station licenses. WAPA and Cinelatino have agreed to use all reasonable best efforts to obtain, or cause their applicable affiliates to obtain, all permits, consents, approvals and authorizations from any governmental or regulatory authority necessary to consummate the transaction as promptly as practicable. Complying with requests from such governmental agencies, including requests for additional information and documents, could delay consummation of the Transaction. In connection

Table of Contents

with granting these consents and authorizations, governmental authorities may require divestitures of Cinelatino or WAPA assets or seek to impose conditions on Hemisphere's operations after consummation of the Transaction. Such divestitures or conditions may jeopardize or delay consummation of the Transaction or may reduce the anticipated benefits of the Transaction. Under the terms of the Merger Agreement, although WAPA, Cinelatino and Azteca are required to use reasonable best efforts to obtain all necessary governmental approvals, they are not required to agree to any divestitures in connection with such efforts or take any actions which would bind them even if the consummation of the transaction was not to occur.

***Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants for only a whole number of shares of Hemisphere Class A common stock.***

Pursuant to the Warrant Amendment, among other things, each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including warrants initially issued to Azteca's Sponsor) will become exercisable for one half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share and each holder of Azteca warrants (including Sponsor Warrants) will receive for each such warrant (in exchange for the reduction in shares for which such warrants are exercisable), \$0.50 in cash. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Class A common stock. This means that only an even number of warrants may be exercised at any given time by the warrant holder. For example, if a warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a warrant holder holds two warrants, such warrants will be exercisable for one share of Hemisphere Class A common stock. Hemisphere will not pay cash in lieu of fractional warrants and will not cash-settle any warrants after giving effect to the Warrant Amendment.

**Risk Factors Relating to the Failure to Consummate the Transaction**

***Azteca will have insufficient time to complete an alternate business combination if the Transaction proposal is not approved by Azteca's stockholders or the Transaction is otherwise not completed.***

Pursuant to Azteca's amended and restated certificate of incorporation, in the event Azteca has not consummated a business combination by April 6, 2013, Azteca is required to begin the dissolution process provided for in Azteca's amended and restated certificate of incorporation. These requirements may not be eliminated or amended without the vote of Azteca's board, the vote of at least 65% of the voting power of Azteca's outstanding voting stock and Azteca offering to redeem any Public Shares held by holders of Public Shares voting against the amendment. Therefore, if the Warrant Amendment Proposal is not approved by Azteca's warrant holders or the Transaction proposal is not approved by Azteca's stockholders, Azteca will not complete the Transaction and will not be able to complete an alternative business combination by April 6, 2013, and Azteca will be required to commence a process to dissolve and distribute its assets.

***Failure to complete the Transaction could negatively affect the businesses and financial results of Azteca, WAPA and Cinelatino.***

If the Transaction is not completed, the ongoing businesses of Azteca, WAPA and Cinelatino may be adversely affected and Azteca, WAPA and Cinelatino will be subject to several risks and consequences, including the following:

Azteca, WAPA and Cinelatino will be required to pay certain costs relating to the Transaction, whether or not the Transaction is completed, such as significant fees and expenses relating to financing arrangements and legal, accounting, financial advisor and printing fees;

Table of Contents

Azteca may be required to pay significant fees and expenses relating to financing arrangements, whether or not the Transaction is completed, which may include investment banking fees and commissions, commitment fees, early termination or redemption premiums, professional fees and other costs and expenses;

under the Merger Agreement, Azteca is subject to certain restrictions on the conduct of its business prior to completing the Transaction which may adversely affect its ability to execute certain of its business strategies; and

matters relating to the Transaction may require substantial commitments of time and resources by Azteca management, WAPA management and Cinelatino management, which could otherwise have been devoted to other opportunities that may have been beneficial to Azteca, WAPA and Cinelatino, respectively, each as an independent company.

Azteca, WAPA and Cinelatino also could be subject to litigation related to a failure to complete the Transaction or to enforce each company's obligations under the Merger Agreement. If the Transaction is not consummated, it is likely that Azteca will be liquidated and forced to dissolve at the end of its existence on April 6, 2013.

Table of Contents

**INFORMATION ABOUT AZTECA**

**Overview**

Azteca is a blank check company that was initially formed in the British Virgin Islands on April 15, 2011 and reincorporated in the State of Delaware on June 8, 2011, for the purpose of directly or indirectly, effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or engaging in any other similar business combination with one or more businesses or assets (a "business combination"). Pursuant to Azteca's amended and restated certificate of incorporation, Azteca will have until April 6, 2013 to consummate a business combination. If Azteca is unable to consummate Azteca's initial business combination within such time, Azteca will, (1) as promptly as possible but not more than five business days thereafter, redeem all Public Shares for cash in a per-share amount equal to the aggregate amount held in the Trust Account, including interest but net of franchise and income taxes payable and less up to \$50,000 of such net interest that may be released to Azteca from the Trust Account to pay liquidation expenses, (2) cease all operations except for the purposes of winding up of Azteca's affairs, as further described herein and (3) as promptly as reasonably possible following such redemption, subject to the approval of Azteca's remaining stockholders and Azteca's board of directors, dissolve and liquidate, subject in each case to Azteca's obligations under the DGCL to provide for claims of creditors and the requirements of other applicable law. Prior to June 29, 2011, Azteca's efforts were limited to organizational activities and Azteca's initial public offering, and since that time to the search for a suitable business combination.

Azteca's executive offices are located at 421 N. Beverly Drive, Suite 300, Beverly Hills, CA 90210 and Azteca's telephone number at that location is (310) 553-7009.

**Significant Activities Since Inception**

A registration statement for Azteca's initial public offering was declared effective June 29, 2011. On July 6, 2011, Azteca sold 10,000,000 units in its initial public offering at a price of \$10.00 per unit. Each unit consists of one share of Azteca's common stock, \$.0001 par value per share and one common stock purchase warrant. Each warrant entitles the holder to purchase from Azteca one share of common stock at an exercise price of \$12.00 commencing the later of 30 days following the completion of an initial business combination or July 6, 2012 (one year from the effective date of the initial public offering), and expiring five years from the date of Azteca's initial business combination, or earlier upon redemption or liquidation. Azteca may redeem the warrants at a price of \$0.01 per warrant upon 30 days prior notice after the warrants become exercisable, only in the event that the last sale price of the common stock is at least \$18.00 per share for any 20 trading days within a 30 trading day period ending on the third business day prior to the date on which notice of redemption is given. On July 6, 2011, Azteca received net proceeds of approximately \$101,218,000 (which includes proceeds from the sale of the Sponsor Warrants, as described below) before deducting deferred underwriting compensation and certain consulting fees.

On July 6, 2011, Azteca's Sponsor purchased warrants exercisable for up to 4,666,667 shares of common stock from Azteca for \$3,500,000. These Sponsor Warrants are identical to the warrants sold in the initial public offering, except that if held by the original holders or their permitted assigns, they may be exercised for cash or on a cashless basis and are not subject to being called for redemption.

Subsequent to the initial public offering, an amount of \$100,500,000 of the net proceeds of the initial public offering was deposited in the interest-bearing Trust Account and invested only in United States government treasury bills with a maturity of 180 days or less or in money market funds meeting certain conditions under Rule 2a-7 under the Investment Company Act of 1940 and that invest solely in United States treasuries.



Table of Contents

On June 30, 2011, Azteca's units commenced trading on the OTC Bulletin Board under the symbol "AZTAU." Holders of Azteca's units were able to separately trade the common stock and warrants included in such units commencing on August 22, 2011 and the trading in the units has continued under the symbol AZTAU. The common stock and warrants are quoted on the OTC Bulletin Board under the symbols AZTA and AZTAW, respectively.

**Effecting a Transaction**

Azteca has neither engaged in any commercial operations nor generated any revenues to date. Azteca's only activities since inception have been organizational activities and those necessary to prepare for the initial public offering, and the search for a suitable business combination target. Azteca will not generate any operating revenues until after completion of Azteca's initial business combination. Azteca will, however, generate non-operating income in the form of interest income on cash and cash equivalents until the completion of Azteca's initial combination.

Because, unlike many blank check companies, Azteca does not have the limitation that a target business have a minimum fair market value equal to a specified percentage of the net assets held in the Trust Account at the time of Azteca's signing a definitive agreement in connection with Azteca's initial business combination, Azteca's management had virtually unrestricted flexibility in identifying and selecting one or more prospective target businesses, although Azteca was not permitted to effectuate Azteca's initial business combination with another blank check company or a similar company with nominal operations. Although Azteca's management has endeavored to evaluate the risks inherent in the target businesses, Azteca may not have properly ascertained or assessed all significant risk factors.

Based on its available resources, Azteca did not have the resources to complete business combinations with unrelated entities or in a variety of industries. Upon consummation of the Transaction, Azteca will acquire two related entities. As a result, Azteca's lack of diversification may:

subject Hemisphere to negative economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact on the particular industry in which Hemisphere operates after the Transaction, and

cause Hemisphere to depend on the marketing and sale of a limited number of services.

**Opportunity for Stockholder Approval of the Transaction**

Because Azteca is engaging in the Azteca Merger, Azteca is submitting the Transaction proposal pursuant to the DGCL. The quorum required to constitute this meeting, as for all meetings of Azteca stockholders in accordance with the Azteca bylaws, is a majority of Azteca's common stock (whether or not held by Azteca public stockholders). Azteca will consummate the Azteca Merger only if the required number of shares are voted in favor of the Transaction, and the other conditions to the Transaction are satisfied. If a majority of the outstanding shares of common stock are not voted in favor of the Transaction, it is unlikely that Azteca could continue to seek other target businesses with which to effect its initial business combination by April 6, 2013.

Unlike many other blank check companies in which the founders agree to vote their Founder Shares in accordance with the majority of the votes cast by the public stockholders in connection with an initial business combination, the Azteca Initial Stockholders have agreed to vote their Founder Shares, as well as any Public Shares purchased during or after the initial public offering, in favor of the Transaction. The Azteca Initial Stockholders own approximately 20% of Azteca's common stock. Accordingly, it is more likely that the necessary stockholder approval will be received than would be the case if the Azteca Initial Stockholders agreed to vote their Founder Shares in accordance with the majority of the votes cast by Azteca's public stockholders.

Table of Contents

Azteca may enter into privately negotiated transactions to purchase Public Shares effective as of the consummation of the Transaction from stockholders who would have otherwise elected to have their shares redeemed in conjunction with a proxy solicitation pursuant to the proxy rules for a per-share pro rata portion of the Trust Account. Azteca's Sponsor, directors, officers, advisors or their affiliates also may purchase shares in privately negotiated transactions either prior to or following the consummation of the Transaction. Such a purchase would include a contractual acknowledgement that such stockholder, although still the record holder of Azteca's shares is no longer the beneficial owner thereof and therefore agrees not to exercise its redemption rights. In the event that Azteca or its sponsor, directors, officers, advisors or their affiliates purchase shares in privately negotiated transactions from public stockholders who have already elected to exercise their redemption rights, such selling stockholders would be required to revoke their prior elections to redeem their shares.

The purpose of such purchases would be to (i) increase the likelihood of obtaining stockholder approval of the Transaction or (ii), where the purchases are made by Azteca's Sponsor, directors, officers, advisors or their affiliates, to satisfy a closing condition in an agreement with a target that requires Azteca to have a minimum net worth or a certain amount of cash at the closing of the Transaction, where it appears that such requirement would otherwise not be met. This may result in the consummation of the Transaction that may not otherwise have been possible.

As a consequence of any such purchases by Azteca:

the funds in Azteca's Trust Account that are so used will not be available to us after the Transaction;

the public "float" of Azteca's common stock may be reduced and the number of beneficial holders of Azteca's securities may be reduced, which may make it difficult to obtain the quotation, listing or trading of Azteca's securities on a national securities exchange;

because the stockholders who sell their shares in a privately negotiated transaction or pursuant to market transactions as described above may receive a per share purchase price payable from the Trust Account that is not reduced by a pro rata share of the deferred underwriting commissions or franchise and income taxes payable, Azteca's remaining stockholders may bear the entire payment of such deferred commissions and taxes payable (as well as, in the case of purchases which occur prior to the consummation of Azteca's initial business combination, up to \$50,000 of net interest that may be released to Azteca from the Trust Account to fund Azteca's dissolution expenses in the event Azteca do not complete our initial business combination by April 6, 2013). That is, if Azteca seeks stockholder approval of Azteca's initial business combination, the redemption price per share payable to public stockholders who elect to have their shares redeemed will be reduced by a larger percentage of the taxes payable than it would have been in the absence of such privately negotiated or market transactions, and stockholders who do not elect to have their shares redeemed and remain Azteca's stockholders after the Transaction will bear the economic burden of the deferred commissions and taxes payable because such amounts will be payable by Azteca; and

the payment of any premium would result in a reduction in book value per share for the remaining stockholders compared to the value received by stockholders that have their shares purchased by Azteca at a premium.

Azteca's Sponsor, officers, directors and/or their affiliates anticipate that they will identify the stockholders with whom Azteca's Sponsor, officers, directors or their affiliates may pursue privately negotiated purchases by either the stockholders contacting Azteca directly or by Azteca's receipt of redemption requests submitted by stockholders following Azteca's mailing of proxy materials in connection with Azteca's initial business combination. To the extent that Azteca's Sponsor, officers, directors, advisors or their affiliates enter into a private purchase, they would identify and contact only

Table of Contents

potential selling stockholders who have expressed their election to redeem their shares for a pro rata share of the Trust Account or vote against the Transaction. Pursuant to the terms of such arrangements, any shares so purchased by Azteca's Sponsor, officers, advisors, directors and/or their affiliates would then revoke their election to redeem such shares. The terms of such purchases would operate to facilitate Azteca's ability to consummate a proposed business combination by potentially reducing the number of shares redeemed for cash.

**Redemption of Public Shares and Liquidation if No Initial Transaction**

Azteca's Sponsor, officers and directors have agreed that Azteca must complete its initial business combination by April 6, 2013. Azteca may not be able to consummate Azteca's initial business combination within such time period. If Azteca is unable to consummate its initial business combination prior to April 6, 2013, Azteca will, (1) as promptly as possible but not more than five business days thereafter, redeem all Public Shares for cash in a per-share amount equal to the aggregate amount held in the Trust Account, including interest but net of franchise and income taxes payable and less up to \$50,000 of such net interest that may be released to Azteca from the Trust Account to pay liquidation expenses, (2) cease all operations except for the purposes of winding up of Azteca's affairs, as further described herein and (3) as promptly as reasonably possible following such redemption, subject to the approval of Azteca's remaining stockholders and Azteca's board of directors, dissolve and liquidate, subject in each case to Azteca's obligations under the DGCL to provide for claims of creditors and the requirements of other applicable law. Azteca will pay the costs of its liquidation of the Trust Account from its remaining assets outside of the Trust Account. However, if those funds are not sufficient to cover these costs and expenses, Azteca may request the trustee to release to Azteca an amount of up to \$50,000 of such accrued interest to pay those costs and expenses.

This redemption of public stockholders from the Trust Account shall be done automatically by function of Azteca's amended and restated certificate of incorporation and prior to any voluntary winding up, although at all times subject to the DGCL. Azteca and its directors and officers have agreed not to propose any amendment to Azteca's amended and restated certificate of incorporation that would affect the substance and timing of Azteca's obligation to redeem Azteca's Public Shares if Azteca is unable to consummate Azteca's initial business combination by April 6, 2013.

The redemption will trigger automatic distribution procedures and any subsequent necessary action by Azteca in the discretion of its directors, resulting in Azteca's voluntary liquidation and subsequent dissolution. Azteca would be dissolved once the certificate of dissolution is filed with the Secretary of State of the State of Delaware.

There will be no redemption rights or liquidating distributions with respect to Azteca's warrants, which will expire worthless in the event Azteca does not consummate its initial business combination by April 6, 2013.

If Azteca was to expend all of the net proceeds of the initial public offering, other than the proceeds deposited in the Trust Account, and without taking into account interest, if any, earned on the Trust Account, the per-share redemption amount received by stockholders upon Azteca's dissolution would be \$10.05. The proceeds deposited in the Trust Account could, however, become subject to the claims of Azteca's creditors which would have higher priority than the claims of Azteca's public stockholders. The actual per-share redemption amount received by stockholders may be less than \$10.05, plus interest (net of any taxes payable).

Under the DGCL, stockholders may be held liable for claims by third parties against a corporation to the extent of distributions received by them in a dissolution. The pro rata portion of Azteca's Trust Account distributed to its public stockholders upon the redemption of Azteca's outstanding Public Shares in the event Azteca does not complete its initial business combination by April 6, 2013 may be considered a liquidation distribution under the DGCL. If the corporation complies with certain

Table of Contents

procedures set forth in Section 280 of the DGCL intended to ensure that it makes reasonable provision for all claims against it, including a 60-day notice period during which any third-party claims can be brought against the corporation, a 90-day period during which the corporation may reject any claims brought, and an additional 150-day waiting period before any liquidating distributions are made to stockholders, any liability of stockholders with respect to a liquidating distribution is limited to the lesser of such stockholder's pro rata share of the claim or the amount distributed to the stockholder, and any liability of the stockholder would be barred after the third anniversary of the dissolution. Furthermore, if the pro rata portion of Azteca's Trust Account distributed to Azteca's public stockholders upon the redemption of Azteca's Public Shares in the event Azteca does not complete its initial business combination by April 6, 2013 is not considered a liquidation distribution under the DGCL and such redemption distribution is deemed to be unlawful, then pursuant to Section 174 of the DGCL, the statute of limitations for claims of creditors could then be six years after the unlawful redemption distribution, instead of three years, as in the case of a liquidation distribution.

Pursuant to Azteca's amended and restated Certificate of Incorporation Azteca is obligated to redeem its Public Shares as soon as reasonably possible following April 6, 2013 but not more than five business days thereafter and, therefore, Azteca does not intend to comply with those procedures. As such, Azteca's stockholders could potentially be liable for any claims to the extent of distributions received by them (but no more) and any liability of Azteca's stockholders may extend well beyond the third anniversary of such date.

Because Azteca will not be complying with Section 280 of the DGCL, Section 281(b) of the DGCL requires Azteca to adopt a plan, based on facts known to Azteca at such time that will provide for Azteca's payment of all existing and pending claims or claims that may be potentially brought against Azteca within the subsequent 10 years. However, because Azteca is a blank check company, rather than an operating company, and its operations will be limited to searching for prospective target businesses to acquire, the only likely claims to arise would be from Azteca's vendors or prospective target businesses.

Although Azteca has and will continue to seek to have all vendors, service providers, prospective target businesses or other entities with which Azteca does business execute agreements with it waiving any right, title, interest or claim of any kind in or to any monies held in the Trust Account for the benefit of Azteca's public stockholders, there is no guarantee that they will execute such agreements or even if they execute such agreements that they would be prevented from bringing claims against the Trust Account including but not limited to fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain an advantage with respect to a claim against Azteca's assets, including the funds held in the Trust Account. If any third party refuses to execute an agreement waiving such claims to the monies held in the Trust Account, Azteca's management will perform an analysis of the alternatives available to it and will only enter into an agreement with a third party that has not executed a waiver if management believes that such third party's engagement would be significantly more beneficial to Azteca than any alternative. Examples of possible instances where Azteca may engage a third party that refuses to execute a waiver include the engagement of a third party consultant whose particular expertise or skills are believed by management to be significantly superior to those of other consultants that would agree to execute a waiver or in cases where management is unable to find a service provider willing to execute a waiver. In addition, there is no guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with Azteca and will not seek recourse against the Trust Account for any reason. In order to protect the amounts held in the Trust Account, Mr. Brener, Azteca's Chairman, CEO and President, has agreed to indemnify Azteca if and to the extent any claims by a vendor for services rendered or products sold to Azteca, or a prospective target business with which Azteca has discussed entering into a transaction agreement, reduce the amounts in the Trust Account to below \$10.05 per share, except as

Table of Contents

to any claims by a third party who executed a waiver of any and all rights to seek access to the Trust Account and except as to any claims under Azteca's indemnity of the underwriter of the initial public offering against certain liabilities, including liabilities under the Securities Act. In the event that an executed waiver is deemed to be unenforceable against a third party, Mr. Brener will not be responsible to the extent of any liability for such third party claims. Azteca has not independently verified whether Mr. Brener has sufficient funds to satisfy his indemnity obligations and, therefore, Mr. Brener may not be able to satisfy those obligations. However, Azteca currently believes Mr. Brener is of substantial means and capable of funding a shortfall in Azteca's Trust Account, even though Azteca has not asked him to reserve for such eventuality. Azteca believes the likelihood of Mr. Brener having to indemnify the Trust Account is limited because Azteca will endeavor to have all vendors and prospective target businesses as well as other entities execute agreements with Azteca waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account.

In the event that the proceeds in the Trust Account are reduced below \$10.05 per share and Mr. Brener asserts that he is unable to satisfy any applicable obligations or that he has no indemnification obligations related to a particular claim, Azteca's independent directors would determine whether to take legal action against Mr. Brener to enforce his indemnification obligations. While Azteca currently expects that its independent directors would take legal action on Azteca's behalf against Mr. Brener to enforce his indemnification obligations to it, it is possible that Azteca's independent directors in exercising their business judgment may choose not to do so in any particular instance. Accordingly, due to claims of creditors, the actual value of the per-share liquidation price may be less than \$10.05 per share.

Azteca will seek to reduce the possibility that Mr. Brener will have to indemnify the Trust Account due to claims of creditors by endeavoring to have all vendors, service providers, prospective target businesses or other entities with which Azteca does business execute agreements with Azteca waiving any right, title, interest or claim of any kind in or to monies held in the Trust Account. Mr. Brener will also not be liable as to any claims under Azteca's indemnity of the underwriter of the initial public offering against certain liabilities, including liabilities under the Securities Act. Azteca will have access to the remaining \$9,969 from the proceeds of the initial public offering not held in the Trust Account as of December 31, 2012, and all of the interest income on the balance of the Trust Account (net of franchise and income taxes payable) with which to pay any such potential claims (including costs and expenses incurred in connection with Azteca's liquidation, currently estimated to be no more than approximately \$50,000). Based upon the current interest rate environment, Azteca does not anticipate a meaningful amount of interest to be earned that will be available to Azteca and Azteca estimates such amount will be approximately \$70,000 in interest income over the 21 month term of the Trust Account; however, Azteca can provide no assurance as to this amount. If such funds are insufficient, Azteca's Sponsor has agreed to pay the funds necessary to complete such liquidation and has agreed not to seek repayment of such expenses.

In the event that Azteca liquidates and it is subsequently determined that the reserve for claims and liabilities is insufficient, stockholders who received funds from Azteca's Trust Account could be liable for claims made by creditors.

Azteca's public stockholders will be entitled to receive funds from the Trust Account only in the event of a redemption to public stockholders prior to any winding up in the event Azteca does not consummate its initial business combination or its liquidation or if they redeem their shares in connection with an initial business combination that Azteca consummates. In no other circumstances shall a stockholder have any right or interest of any kind to or in the Trust Account. In the event Azteca seeks stockholder approval in connection with the Transaction, a stockholder's voting in connection with the Transaction alone will not result in a stockholder's redeeming its shares to Azteca for an applicable pro rata share of the Trust Account. Such stockholder must have also exercised its redemption rights described above.

Table of Contents

If Azteca is forced to file a bankruptcy case or an involuntary bankruptcy case is filed against Azteca which is not dismissed, the proceeds held in the Trust Account could be subject to applicable bankruptcy law, and may be included in Azteca's bankruptcy estate and subject to the claims of third parties with priority over the claims of Azteca's stockholders. To the extent any bankruptcy claims deplete the Trust Account, Azteca may not be able to return to Azteca's public stockholders at least \$10.05 per share.

If Azteca is forced to file a bankruptcy case or an involuntary bankruptcy case is filed against Azteca which is not dismissed, any distributions received by stockholders could be viewed under applicable debtor/creditor and/or bankruptcy laws as either a "preferential transfer" or a "fraudulent conveyance." As a result, a bankruptcy court could seek to recover all amounts received by Azteca's stockholders. Furthermore, because Azteca intends to distribute the proceeds held in the Trust Account to Azteca's public stockholders promptly after April 6, 2013, this may be viewed or interpreted as giving preference to Azteca's public stockholders over any potential creditors with respect to access to or distributions from Azteca's assets. Furthermore, Azteca's board may be viewed as having breached their fiduciary duties to Azteca's creditors and/or may have acted in bad faith, and thereby exposing itself and Azteca to claims of punitive damages, by paying public stockholders from the Trust Account prior to addressing the claims of creditors. Claims may be brought against Azteca for these reasons.

**Employees**

Azteca currently has five executive officers. Members of Azteca's management team are not obligated to devote any specific number of hours to Azteca's matters but they intend to devote as much of their time as they deem necessary to Azteca's affairs until Azteca has completed its initial business combination. The amount of time they will devote in any time period will vary based on whether a target business has been selected for Azteca's initial business combination and the stage of the Transaction process Azteca is in, and regulatory matters. Azteca does not intend to have any full time employees prior to the consummation of its initial business combination.

**Competition**

If Azteca succeeds in effecting the Transaction, there will be, in all likelihood, intense competition from competitors of the target business in the entertainment industry. Azteca cannot assure you that, subsequent to a business combination, Hemisphere will have the resources or ability to compete effectively.

**Properties**

Azteca currently maintains its executive offices at 421 N. Beverly Drive, Suite 300, Beverly Hills, CA 90210. The cost for this space is included in the \$10,000 per month fee described below that Azteca's Sponsor charges Azteca for general and administrative services. Azteca believes, based on rents and fees for similar services in the Los Angeles metropolitan area that the fee charged by Azteca's Sponsor is at least as favorable as Azteca could have obtained from an unaffiliated person. Azteca considers its current office space adequate for Azteca's current operations.

**Legal Proceedings**

There is no material litigation, arbitration or governmental proceeding currently pending against Azteca or any members of its management team in their capacity as such.

Table of Contents

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF  
FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF AZTECA**

**OVERVIEW**

Azteca was initially formed in the British Virgin Islands on April 15, 2011 and reincorporated in the State of Delaware on June 8, 2011, for the purpose of directly or indirectly effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or engaging in any other similar business combination with one or more businesses or assets.

Azteca presently has no revenue, has had losses since inception from incurring administrative costs of government compliance for a public company and costs related to seeking an acquisition target, has no operations other than the active solicitation of an acquisition target and has relied upon the sale of its securities in its initial public offering and in the private placement and loans from its sponsor to fund its operations. The following discussion should be read in conjunction with Azteca's financial statements, together with the notes to those statements, included elsewhere in this prospectus.

**RESULTS OF OPERATIONS**

Azteca's cumulative net income since inception of approximately \$6,013,000 is comprised of interest income of approximately \$73,000 and a change in the fair value of the derivative liability related to Azteca's warrants in the aggregate amount of approximately \$6,893,000, less expenses relating to the following: (i) payment of officer and director insurance in the amount of approximately \$100,000, (ii) payment of Delaware franchise taxes in the aggregate amount of approximately \$283,000, (iii) administrative service agreement costs paid to an affiliate of Azteca's sponsor in the aggregate amount of \$190,000, (iv) due diligence and transaction related costs including travel reimbursement in the aggregate amount of approximately \$167,000 and (v) other general and administrative costs in the aggregate amount of approximately \$213,000.

For the year ended December 31, 2012, Azteca had net income of approximately \$1,172,000 comprised of interest income earned during the period of \$71,000 and a change in the fair value of the derivative liability related to Azteca's warrants in the aggregate amount of approximately \$1,760,000, less expenses related to the following: (i) Delaware state franchise taxes in the amount of \$181,000, (ii) \$120,000 of expense related to Azteca's administrative service agreement, (iii) \$92,000 of costs related to due diligence and transaction related expenses including travel reimbursement, (iv) officer and director insurance expense in the amount of \$67,000 and (v) other general and administrative costs of \$199,000.

For the year ended December 31, 2011, Azteca had net income of approximately \$4,841,000 comprised of interest income earned during the period of \$2,000 and a change in the fair value of the derivative liability related to Azteca's warrants in the aggregate amount of approximately \$5,133,000, less expenses related to the following: (i) Delaware state franchise taxes in the amount of \$102,000, (ii) \$70,000 of expense related to Azteca's administrative service agreement, (iii) \$75,000 of costs related to due diligence and transaction related expenses including travel reimbursement, and (v) other general and administrative costs of \$48,000.

Azteca has neither engaged in any operations nor generated any revenues to date. All activity through December 31, 2012 related to Azteca's formation, Azteca's private placements and offering, the identification and evaluation of prospective candidates for an initial business combination, negotiation and execution of the Transaction, and general corporate matters. Since the completion of Azteca's offering, Azteca has not generated any operating revenues and will not until after completion of Azteca's initial business combination, at the earliest. As of December 31, 2012, Azteca had generated non-operating income in the form of interest income on cash and cash equivalents of approximately \$73,000. Azteca has incurred increased expenses as a result of being a public company (for legal,

Table of Contents

financial reporting, accounting and auditing compliance), as well as for due diligence expenses. As of December 31, 2012, approximately \$100,572,000 was held in the trust account and Azteca had cash outside of trust of approximately \$10,000, and approximately \$219,000 in accounts payable and accrued expenses. Interest income on the balance of the trust accounts may be available to Azteca to fund Azteca's working capital requirements. Through December 31, 2012, Azteca had not withdrawn any funds from interest earned on the trust proceeds. Other than the deferred underwriting fees and certain consulting fees, no amounts are payable to the underwriters of Azteca's initial public offering in the event of a business combination.

**CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

Azteca has identified the following as its significant accounting policies.

*Cash and cash equivalents*

Azteca considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

*Income (Loss) Per Common Share*

Basic income (loss) per common share is computed by dividing income (loss) applicable to common shareholders by the weighted average number of common shares outstanding during the period in accordance with ASB ASC 260, "Earnings Per Share". Diluted income (loss) per share reflects the potential dilution that could occur assuming common shares were issued upon the exercise of outstanding in the money warrants and the proceeds thereof were used to purchase common shares at the average market price during the period. Azteca uses the treasury stock method to calculate potentially dilutive shares, as if they were converted into common stock at the beginning of the period. At December 31, 2012, Azteca had outstanding warrants to purchase 14,666,667 shares of common stock. For all periods presented, the weighted average of these shares was excluded from the calculation of diluted income (loss) per common share because their inclusion would have been anti-dilutive. As a result, dilutive loss per common share is equal to basic loss per common share.

*Use of Estimates*

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

*Warrant Liability*

Azteca accounts for the warrants issued in connection with the its initial public offering and private placement in accordance with the guidance contained in ASC 815-45-7D. Azteca's warrants do not meet the criteria for equity treatment and must be recorded as a liability. Accordingly, Azteca classifies the warrant instrument as a liability at its fair value and adjusts the instrument to fair value at each reporting period. This liability is subject to re-measurement at each balance sheet date until exercised, and any change in fair value is recognized in Azteca's statement of operations. The fair value of warrants issued by Azteca in connection with private placements of securities has been estimated using the warrants quoted market price.

*Recent Accounting Pronouncements*

Azteca Management does not believe that any recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on Azteca's financial statements.



Table of Contents

*Restricted Cash Equivalents Held in the Trust Account*

The amounts held in the trust account represent substantially all of the proceeds from the Public Offering and the simultaneous private placement and are classified as restricted assets since such amounts can only be used by Azteca in connection with the consummation of an initial Business Combination. The funds held in the trust account are primarily invested in United States Treasury securities.

*Investments Held In Trust Account*

Investment securities consist of United States Treasury securities. Azteca classifies its securities as held-to-maturity in accordance with FASB ASC 320 "Investments Debt and Equity Securities." Held-to-maturity securities are those securities which Azteca has the ability and intent to hold until maturity. Held-to-maturity treasury securities are recorded at amortized cost and adjusted for the amortization or accretion of premiums or discounts.

A decline in the market value of held-to-maturity securities below cost that is deemed to be other than temporary, results in an impairment that reduces the carrying costs to such securities' fair value. The impairment is charged to earnings and a new cost basis for the security is established. To determine whether an impairment is other than temporary, Azteca considers whether it has the ability and intent to hold the investment until a market price recovery and considers whether evidence indicating the cost of the investment is recoverable outweighs evidence to the contrary.

Premiums and discounts are amortized or accreted over the life of the related held-to-maturity security as an adjustment to yield using the effective-interest method. Such amortization and accretion is included in the "interest income" line item in the statements of operations. Some treasury securities were purchased at a small discount during the period from the closing of the Public Offering through December 31, 2012, resulting in a non-material accretion of interest income. Interest income is recognized when earned.

*Redeemable Common Stock*

All of the 10,000,000 common shares sold as part of the Public Offering contain a redemption feature which allows for the redemption of common shares under Azteca's liquidation or tender offer/stockholder approval provisions. In accordance with ASC 480, redemption provisions not solely within the control of Azteca require the security to be classified outside of permanent equity. Ordinary liquidation events, which involve the redemption and liquidation of all of the entity's equity instruments, are excluded from the provisions of ASC 480. Although Azteca does not specify a maximum redemption threshold, its charter provides that in no event will they redeem its public shares in an amount that would cause its net tangible assets (stockholders' equity) to be less than \$5,000,001. Furthermore, the redemption threshold with respect to the Transaction will be further limited by a closing condition in the Merger Agreement that requires Azteca to have at least \$80 million of cash at the closing of the Transaction after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino.

Azteca recognizes changes in redemption value immediately as they occur and will adjust the carrying value of the security to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable common stock shall be affected by charges against retained earnings, or in the absence of retained earnings, by charges against paid-in capital in accordance with ASC 480-10-S99. Accordingly, at December 31, 2012 and 2011, 8,707,126 and 8,590,461 public shares, respectively, are classified outside of permanent equity at its redemption value.

Table of Contents

The redemption value is equal to the pro rata share of the aggregate amount then on deposit in the trust account, including interest but less franchise and income taxes payable (approximately \$10.05 at December 31, 2012 and 2011).

*Income Taxes*

Azteca complies with the accounting and reporting requirements of ASC 740, "Income Taxes," which requires an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed for differences between the financial statement and tax bases of assets and liabilities that will result in future taxable or deductible amounts, based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized.

There were no unrecognized tax benefits as of December 31, 2012. ASC 740 prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. Azteca recognizes accrued interest and penalties related to unrecognized tax benefits as income tax expense. No amounts were accrued for the payment of interest and penalties at December 31, 2012. Azteca is currently not aware of any issues under review that could result in significant payments, accruals or material deviation from its position. The adoption of the provisions of ASC 740 did not have a material impact on Azteca's financial position.

**OFF-BALANCE SHEET ARRANGEMENTS**

Azteca has never entered into any off-balance sheet financing arrangements and has never established any special purpose entities. Azteca has not guaranteed any debt or commitments of other entities or entered into any options on non-financial assets.

**Contractual obligations**

Azteca does not have any long-term debt, capital lease obligations, operating lease obligations or long-term liabilities other than a monthly fee of \$10,000 payable to Galco, Inc., an affiliate of Azteca's Sponsor, for office space, secretarial and administrative services. Azteca began incurring these fees on June 30, 2011 (the date Azteca's securities were first quoted on the OTCBB) and will terminate upon the consummation of the Transaction.

**Liquidity and Capital Resources**

On July 6, 2011, Azteca consummated its offering of 10,000,000 units at a price of \$10.00 per unit. Simultaneously with the consummation of its offering, Azteca consummated the private sale of 4,666,667 Sponsor Warrants to Azteca's Sponsor for \$3.5 million. Azteca received net proceeds from its offering and the sale of the Sponsor Warrants of approximately \$101,218,000, net of the non-deferred portion of the underwriting commissions of \$1.75 million and offering costs and other expenses of approximately \$532,000. Upon the closing of the offering and the private placement, \$100.5 million was placed into a trust account. As of December 31, 2012, investment securities in Azteca's trust account consisted of approximately \$100,441,000 in U.S. government Treasury bills with a maturity of 180 days or less. The trust account also had approximately \$132,000 in cash as of December 31, 2012. Out of the proceeds of its offering which remained available outside of the trust account, Azteca obtained officers and directors insurance covering an 18 month period from June 27, 2011 through December 31, 2012 for a cost of \$100,192.

Table of Contents

As of December 31, 2012, Azteca had a cash and cash equivalent balance of approximately \$10,000, held outside of its trust account, which is available for use by Azteca to cover the costs associated with identifying a target business and negotiating a business combination and other general corporate uses.

As of December 31, 2011, Azteca had a cash and cash equivalent balance of approximately \$506,000, held outside of its trust account, which was available for use by Azteca to cover the costs associated with identifying a target business and negotiating a business combination and other general corporate uses.

For the period from April 15, 2011 (date of inception) to December 31, 2012, Azteca used cash of approximately \$661,000 in operating activities, which was largely attributable to a net operating loss for the period of approximately \$880,000, offset by amounts payable for Delaware franchise taxes and other payables.

Azteca intends to use substantially all of the funds held in the trust account (net of taxes and amounts released to Azteca for working capital purposes) to consummate its initial business combination. To the extent that Azteca's capital stock or debt is used, in whole or in part, as consideration to consummate its initial business combination, the remaining proceeds held in the trust account will be used as working capital to finance the operations of the target business or businesses, make other acquisitions and pursue its growth strategy.

As of December 31, 2012, the Company had a cash and cash equivalent balance of approximately \$10,000 held outside of its Trust Account, and approximately \$132,000 of cash held in its Trust Account, including approximately \$72,000 of interest available for working capital and taxes, which the Company expected to use for working capital purposes, including the due diligence investigation of a target business or business and general administrative expenses. However, if its estimates of the costs of undertaking in-depth due diligence and consummating an initial business combination is less than the actual amount necessary to do so, or if interests payments are not available to fund the expenses at the time the Company incurs them, it may be required to raise additional capital, the amount, availability and cost of which is currently unascertainable. Moreover, the Company may need to obtain additional financing either to consummate an initial business combination or because it becomes obligated to convert into cash a significant number of Public Shares voting against an initial business combination, in which case the Company may issue additional securities or incur debt in connection with such business combination. Following the Company's initial business combination, if cash on hand is insufficient, it may need to obtain additional financing in order to meet its obligations. The Company has not taken any steps to obtain such financing and there is no assurance it would be able to obtain such financing.

As of December 31, 2012, the Company had not withdrawn any of the interest earned on the funds held in the trust account. Pursuant to the terms of the Company's trust agreement governing the trust account, the Company is entitled to use all the earnings for working capital, provided, however, that the aggregate amount of all such distributions for working capital and income tax payments shall not exceed the total earnings. On January 24, 2013, pursuant to the terms of this trust agreement, the Company withdrew \$75,000 for working capital purposes. The Company's liabilities are all related to costs associated with operating as a public company and search for an acquisition target.

Azteca believes that it has sufficient funds available to complete its efforts to effect an initial business combination by April 6, 2013. To meet Azteca's working capital needs, its Sponsor, an affiliate of its Sponsor, or Azteca's officers and directors may, but are not obligated to, loan it funds, from time to time, or at any time, in whatever amount they deem reasonable in its, his or her sole discretion, which may be convertible into warrants of the post business combination entity at a price of \$0.75 per warrant at the option of the lender, up to a limit of \$500,000. The warrants would be identical to the Sponsor warrants. On February 1, 2013, Azteca's Sponsor loaned Azteca \$250,000 pursuant to an

Table of Contents

unsecured promissory note that is non-interest bearing and will be payable by Azteca or Hemisphere at or prior to the consummation of the Transaction.

Azteca does not believe it will need to raise additional funds until the consummation of its initial business combination to meet the expenditures required for operating its business. However, Azteca may need to raise additional funds through a private offering of debt or equity securities if such funds are required to consummate an initial business combination. Subject to compliance with applicable securities laws, Azteca would only consummate such financing simultaneously with the consummation of its initial business combination.

**Quantitative and Qualitative Disclosures about Market Risk**

Azteca is a Delaware blank check company initially formed in the British Virgin Islands on April 15, 2011 and reincorporated in the state of Delaware on June 8, 2011 for the purpose of effecting a business combination. Azteca is considered in the development stage at December 31, 2012 and had not yet commenced any operations or generated any revenues. All activity through December 31, 2012 relates to Azteca's formation, its public offering, the identification and evaluation of prospective candidates for an initial business combination, and general corporate matters. The net proceeds of the public offering and the private placement in July 2011 were placed into a Trust Account and invested in United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act of 1940 having a maturity of 180 days or less. Due to the short-term nature of these investments, Azteca believes there is no associated material exposure to interest rate risk.

Table of Contents

**AZTECA SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT  
AND RELATED STOCKHOLDER MATTERS**

The following table sets forth information regarding the beneficial ownership based on 12,500,000 shares of Azteca common stock outstanding as of March 1, 2013, based on information obtained from the persons named below, with respect to the beneficial ownership of shares of Azteca common stock by:

each person known by Azteca to be the beneficial owner of more than 5% of Azteca's outstanding shares of common stock;

each of Azteca's officers and directors; and

all Azteca's officers and directors as a group.

The table below does not give effect to any of the transactions contemplated by the Equity Restructuring and Warrant Purchase Agreement. Unless otherwise indicated, Azteca believes that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them.

Name	Number Of Shares Beneficially Owned	Percent Of Common Stock
Azteca Acquisition Holdings, LLC(1)(2)	2,080,000	16.6%
Gabriel Brener(1)(2)	2,080,000	16.6%
Abraham Klip(1)		
Clive Fleissig(1)(3)	160,000	1.3%
Ricardo David Aviles Reyna(1)		
Juan Pablo Albán(1)(3)	160,000	1.3%
Pablo Brener(1)		
Benito Bucay(1)		
John Engelman(1)(4)	50,000	*
Alfredo Elias Ayub(1)(4)	50,000	*
Hawkeye Capital Management LLC(5)	2,374,300	19.0%
Highbridge Capital Management LLC(6)	1,000,000	8.0%
Fir Tree, Inc.(7)	990,000	7.9%
AQR Capital Management LLC(8)	980,000	7.8%
Deutsche Bank AG(9)	715,989	5.7%
Bulldog Investors(10)	997,800	8.0%
Luxor Capital Group(11)	632,800	5.1%
All current directors and executive officers as a group(12)	2,500,000	20.0%

\*  
Represents less than one percent.

(1) Principal place of business for each is c/o Azteca Acquisition Corporation, 421 N. Beverly Drive, Suite 300, Beverly Hills, CA 90210. Gabriel Brener is the sole member and a director of Azteca Acquisition Holdings, LLC and holds sole voting and investment power with respect to these shares. Pablo Brener is Gabriel Brener's father.

(2) The information set forth herein (i) represents shares of Azteca common stock held directly by Azteca's Sponsor, (ii) includes (x) 315,152 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of Azteca common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and



Table of Contents

(y) 296,614 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of the Azteca common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and (iii) excludes Sponsor Warrants held directly by Brener International Group, LLC to purchase 4,044,445 shares of Azteca common stock (prior to giving effect to the warrant amendment) that become exercisable 30 days after the completion of the Transaction. Mr. Brener is the sole member of Azteca's Sponsor and has a pecuniary interest in 10% of the Sponsor Warrants held by Brener International Group and is one of the beneficiaries of a trust that has a 90% pecuniary interest in Brener International Group. Mr. Brener disclaims beneficial ownership of these shares and Sponsor Warrants except to the extent of his pecuniary interest therein.

(3) The information set forth herein (i) includes (x) 24,242 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of Azteca common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and (y) 22,816 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of the Azteca common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and (ii) excludes Sponsor Warrants to purchase 311,111 shares of Azteca common stock (prior to giving effect to the warrant amendment) that become exercisable 30 days after the completion of the Transaction.

(4) The information set forth herein includes (x) 7,576 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of Azteca common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction and (y) 7,130 shares of Azteca common stock that are subject to forfeiture in the event the closing sales price of the Azteca common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 months following the closing of the Transaction.

(5) The information set forth herein is based solely on information contained in Schedule 13G/A filed by the following persons on February 12, 2013: Hawkeye Capital Master, a pooled investment vehicle organized as a Cayman Islands series trust, owns 2,374,300 shares of common stock which may be deemed to be beneficially owned by each of Richard A. Rubin, Hawkeye Capital Management, LLC and Hawkeye Capital Master and as to which Richard Rubin has sole voting power and dispositive power in his role as manager of Hawkeye Capital Management, LLC, the manager of Hawkeye Capital Master. The principal place of business for Richard A. Rubin and Hawkeye Capital Management, LLC is 800 Third Avenue, 9th Floor, New York, New York, 10022. The principal place of business for Hawkeye Capital Master is P.O. Box 897GT, One Capital Place, Georgetown, Grand Cayman, Cayman Islands.

(6) The information set forth herein is based solely on information contained in Schedule 13G filed on July 11, 2011. According to such Schedule 13G: Highbridge International LLC holds 1,000,000 shares of common stock and each of Highbridge Capital Management, LLC and Glenn Dubin may be deemed the beneficial owners of 1,000,000 shares of common stock held by Highbridge International LLC. Highbridge Capital Management, LLC is the trading manager of Highbridge International LLC. Glenn Dubin is the Chief Executive Officer of Highbridge Capital Management, LLC. Highbridge International LLC has an address at c/o Harmonic Fund Services, The Cayman Corporate Centre, 4th Floor, 27 Hospital Road, Grand Cayman, Cayman Islands,

Table of Contents

British West Indies and Glenn Dubin and Highbridge Capital Management, LLC share an address at 40 West 57th Street, 33rd Floor, New York, New York 10019.

- (7) The information set forth herein is based solely on information contained in Schedule 13G filed with the SEC on July 8, 2011 on behalf of Fir Tree Value Master Fund, L.P., a Cayman Islands exempted limited partnership ("Fir Tree Value"), Fir Tree Capital Opportunity Master Fund, L.P. ("Fir Tree Capital") and Fir Tree, Inc., a New York corporation ("Fir Tree"). According to such Schedule 13G, Fir Tree Value is the beneficial owner of 840,000 shares of common stock. Fir Tree Capital is the beneficial owner of 150,000 shares of common stock. Fir Tree may be deemed to beneficially own the shares of common stock held by Fir Tree Value and Fir Tree Capital as a result of being the investment manager of each of Fir Tree Value and Fir Tree Capital. The business address of Fir Tree Value and Fir Tree Capital is c/o Citco Fund Services (Cayman Islands) Limited, 89 Nexus Way, Camana Bay Box 31106, Grand Cayman KY1-1205, Cayman Islands and the business address of Fir Tree is 505 Fifth Avenue 23rd Floor, New York, New York 10017.
- (8) The information set forth herein (i) is based solely on information contained in a Schedule 13G/A filed on February 13, 2013 and (ii) excludes Public Warrants to purchase 980,000 shares of Azteca common stock (prior to giving effect to the warrant amendment) that become exercisable 30 days after the completion of the Transaction. According to such Schedule 13G/A, AQR Capital Management, LLC ("AQR") serves as the investment manager to the AQR Diversified Arbitrage Fund, an open-end registered investment company, which holds 7.6% of the total amount owned by AQR. Reporting persons have an address at Two Greenwich Plaza, 3<sup>rd</sup> Floor, Greenwich, CT 06830.
- (9) The information set forth herein is based solely on information contained in a Schedule 13G/A filed with the SEC on February 15, 2013 on behalf of Deutsche Bank AG and Deutsche Bank Securities Inc. According to such Schedule 13G, the reporting persons have sole voting and dispositive power over all of the shares of common stock that are reported therein. The address of the reporting persons is Taunusanlage 12, 60325 Frankfurt am Main, Federal Republic of Germany.
- (10) The information set forth herein is based solely on information contained in Schedule 13G/A filed on February 13, 2013 by the following persons: Bulldog Investors, Brooklyn Capital Management, Phillip Goldstein and Andrew Dakos; Phillip Goldstein and Andrew Dakos are principals of Bulldog Investors. Bulldog Investors has the sole voting power with respect to 843,788 shares of Azteca common stock, shared voting power with respect to 154,012 shares of Azteca common stock and sole dispositive power with respect to 997,800 shares of Azteca common stock. The address of Bulldog Investors Special Opportunities Fund Inc. is Park 80 West, 250 Pehle Ave. Suite 708, Saddle Brook, NJ 07663.
- (11) The information set forth herein is based solely on information contained in a Schedule 13G filed with the SEC on February 25, 2013 by Luxor Capital Partners, LP (the "Onshore Fund"), Luxor Wavefront, LP (the "Wavefront Fund"), Luxor Capital Partners Offshore Master Fund, LP (the "Offshore Master Fund"), Luxor Capital Partners Offshore, Ltd. (the "Offshore Feeder Fund"), Luxor Spectrum Offshore Master Fund, LP (the "Spectrum Offshore Feeder Fund"), Luxor Spectrum Offshore, Ltd. (the "Spectrum Offshore Feeder Fund"), Luxor Capital Group, LP, LCG Holdings, LLC, Luxor Management, LLC and Christian Leone. According to such Schedule 13G: Luxor Capital Group acts as the investment manager of the Onshore Fund, the Wavefront Fund, the Offshore Master Fund, the Offshore Feeder Fund, the Spectrum Offshore Master



Table of Contents

Fund and the Spectrum Offshore Feeder Fund (collectively, the "Funds") and to accounts it separately manages (the "Separately Managed Accounts"); the Offshore Master Fund is a subsidiary of the Offshore Feeder Fund, and the Spectrum Offshore Master Fund is a subsidiary of the Spectrum Offshore Feeder Fund; Luxor Management is the general partner of Luxor Capital Group; Mr. Leone is the managing member of Luxor Management. LCG Holdings is the general partner of the Onshore Fund, the Wavefront Fund, the Offshore Master Fund and the Spectrum Offshore Master Fund; Mr. Leone is the managing member of LCG Holdings; Luxor Capital Group, Luxor Management and Mr. Leone may each be deemed to have voting and dispositive power with respect to the shares of Azteca common stock held by the Funds and the Separately Managed Accounts; LCG Holdings may be deemed to have voting and dispositive power with respect to the shares of Azteca common stock held by the Onshore Fund, the Wavefront Fund, the Offshore Master Fund and the Spectrum Offshore Master Fund. The business address of each of the Onshore Fund, the Wavefront Fund, Luxor Capital Group, Luxor Management, LCG Holdings and Mr. Leone is 1114 Avenue of the Americas, 29th Floor, New York, New York 10036. The business address of each of the Offshore Master Fund, the Offshore Feeder Fund, the Spectrum Offshore Master Fund and the Spectrum Offshore Feeder Fund is c/o M&C Corporate Services Limited, P.O. Box 309 GT, Uglan House, South Church Street, George Town, Grand Cayman, Cayman Islands.

- (12) Excludes Sponsor Warrants held by Brener International Group, Mr. Fleissig and Mr. Albán to purchase an aggregate of 4,666,667 shares of Azteca common stock (prior to giving effect to the warrant amendment) that become exercisable 30 days after the completion of the Transaction.

Table of Contents

**INFORMATION ABOUT WAPA**

InterMedia Español Holdings, LLC ("WAPA") consists of the leading broadcast television network and television content producer in Puerto Rico, and a unique Spanish-language cable network serving Hispanics in the United States. WAPA also operates a sports television network and a news and entertainment website in Puerto Rico. WAPA consists of the following:

*Teleicentro of Puerto Rico, LLC ("WAPA PR"):* #1-rated broadcast television network in Puerto Rico for the last four years, with an 18.5 household rating and a 32% audience share in primetime in 2012. WAPA PR is Puerto Rico's news leader and the largest local producer of entertainment programming, producing over 65 hours each week. Through WAPA PR's multicast signal and on all cable and satellite systems, WAPA PR operates WAPA 2 Deportes, the leading sports television network in Puerto Rico. WAPA PR also operates WAPA.TV, the leading broadband news and entertainment website in Puerto Rico with 2.5 million monthly visits, over 13 million monthly page views and over 840,000 monthly unique visitors.

*WAPA America, Inc. ("WAPA America"):* sister network of WAPA PR serving primarily Puerto Ricans and other Caribbean Hispanics in the U.S. WAPA America is one of the most broadly distributed Spanish-language cable television networks in the U.S. with over 5 million subscribers. WAPA America is programmed primarily with the news and entertainment programming produced by WAPA PR.

In 2007, InterMedia Partners VII, L.P. (the "WAPA Member") acquired a 100% economic interest in WAPA from LIN Television Corporation. WAPA owns 100% of the holding company that owns 100% of each of WAPA PR and WAPA America.

*Key Historical Initiatives*

Since the WAPA Member's acquisition of WAPA, management has implemented a number of significant initiatives to improve performance at WAPA. These initiatives have had a significant positive impact on television ratings, revenues and EBITDA, and have diversified WAPA's revenue streams to include significant retransmission and subscriber fees. Such strategic and operational initiatives include:

Overhauled programming schedule of WAPA PR, produced new local series and licensed highly rated U.S. television series and theatrical movies, resulting in dramatically higher average household primetime ratings of 18.5 in 2012, up from average household primetime ratings of 14.9 in 2007.

Established WAPA PR as the #1-rated television network in Puerto Rico from 2009 to 2012, up from #3-rated network at the time of acquisition.

Expanded WAPA PR's primetime window, by shifting evening news from 10pm to 11pm, to increase advertising revenue.

Generated retransmission fees at WAPA PR.

Increased distribution of WAPA America in the U.S. from 1.2 million subscribers in 2007 to 5.2 million subscribers in 2012, resulting in significantly higher subscriber fees and advertising revenue.

Launched WAPA 2 Deportes, a sports television network in Puerto Rico, in 2010.

Launched and developed the WAPA.TV website in 2008.

WAPA has also retained the most experienced management team in broadcast television in Puerto Rico. The executive team at WAPA has an average of more than 25 years of experience in the television industry and more than 15 years of experience at WAPA specifically.

Table of Contents

*Key Strategies and Growth Opportunities*

WAPA intends to leverage its leadership position through the following initiatives:

Continue to innovate in local programming.

Complete HD buildout and launch WAPA PR in full HD to further drive ratings and revenue.

Grow WAPA PR's retransmission fees.

Increase WAPA America's subscriber revenues. WAPA America believes it is well-positioned to benefit from the significant growth in the U.S. Hispanic population and related growth in Hispanic cable television subscribers.

Increase WAPA America's advertising revenues. WAPA America believes it is well-positioned to benefit from the forecasted growth in Hispanic cable television network advertising.

Increase advertising revenues on WAPA 2 Deportes.

Capitalize on WAPA.TV's robust traffic.

License digital rights of original programming.

Distribute WAPA content on mobile devices.

As discussed more fully below, WAPA has two primary sources of revenue: advertising and retransmission/subscription fees. For the years ended 2012, 2011 and 2010, WAPA generated approximately 84%, 87% and 87%, respectively, from advertising fees. For the years ended 2012, 2011 and 2010, WAPA generated approximately 16%, 13% and 13%, respectively, from retransmission/subscription fees.

**WAPA PR**

**Overview**

Headquartered in San Juan, Puerto Rico, WAPA PR is a full-power independent broadcast television network. WAPA PR was founded in 1954 as the second broadcast television network in the Caribbean and the third in Latin America. WAPA PR occupies a prime channel position (channel 4), and together with its full-power repeater stations, WTIN in Ponce and WNJX in Mayagüez, reaches the entire island with the strongest television signal in Puerto Rico. WAPA PR reaches more television households than any of its competitors in Puerto Rico. According to Mediafax (2009) and Nielsen (2010-2012), WAPA PR has been the #1-rated network in Puerto Rico for four consecutive years, with an average household primetime rating of 18.5 and audience share of 32% in the year ended December 31, 2012. WAPA PR produces nearly 30 hours each week of popular talk, variety, comedy and reality shows, nearly all of which is produced in WAPA PR's state of the art studios, in addition to approximately 39 hours of weekly local news coverage. WAPA PR also licenses and televises blockbuster Hollywood movies and top-rated U.S. television series dubbed into Spanish. This diverse and unique mix of programming has made WAPA PR the market leader in Puerto Rico.

WAPA PR has two primary sources of revenue: advertising and retransmission fees. Advertising revenue is generated from the sale of advertising time. The advertising sales success is demonstrated by large and diversified portfolio of advertising partners, including many Fortune 500 companies across a variety of industries. No single advertiser represents more than 5% of WAPA's gross advertising revenue. WAPA PR's advertising revenue tends to reflect seasonal patterns of its advertisers' demand, which is generally greatest during the 4<sup>th</sup> quarter of each year, driven by the holiday buying season. Puerto Rico's political election cycle is every four years and so WAPA benefits from increased advertising

sales every four years, including 2012.

Table of Contents

WAPA PR also benefits from retransmission fees received from cable, satellite and telecommunications operators for the right to distribute the channel pursuant to multi-year agreements that provide for monthly subscriber fees.

With a population of approximately 3.7 million and 1.4 million television households, Puerto Rico is equivalent to a Top 20 U.S. television market and the second-largest Hispanic television market in the U.S., behind only Los Angeles. Puerto Rico's broadcast television market is uniquely attractive. Puerto Rico's top three broadcast networks (WAPA PR, Univision and Telemundo) collectively garner approximately 70% of all television household viewership, and WAPA PR is the clear leader. WAPA PR is the leader in primetime ratings and has grown its household ratings and its audience share each of the last three years.

<b>2010 Primetime Rating and Audience Share(1)</b>	<b>2011 Primetime Rating and Audience Share</b>	<b>2012 Primetime Rating and Audience Share</b>
M-F 6:00-11:00 PM, Total Households	M-F 6:00-11:00 PM, Total Households	M-F 6:00-11:00 PM, Total Households

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**Source:** Nielsen

(1) April 2010 through December 2010

**Top Ten U.S. Hispanic TV Markets by DMA**  
Hispanic TV HHs (in millions)

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**Source:** Nielsen, 2013

The collective 70% share of all television viewership held by the top three broadcast networks in Puerto Rico distinguishes the Puerto Rico television market from the U.S., where the four major national broadcast networks (ABC, CBS, NBC and Fox) have a collective primetime audience share of approximately 39%. In fact, WAPA PR's ratings are more than three times higher than the most highly-rated broadcast

network in the U.S.

Table of Contents

**WAPA's Ratings Significantly Outpace U.S. Television Networks in Primetime Ratings**

Full-Year 2012, Total Household Rating

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Note: U.S. Television ratings based on 11/12 Season; Primetime defined as M-F 6:00-11:00PM for Puerto Rico, and M-F 8:00-11:00PM for U.S.

Broadcast television audience share in Puerto Rico has remained stable at these levels for many years and shows no sign of viewership erosion to cable networks, as has been experienced in the U.S. The strength of the broadcast networks in Puerto Rico is driven primarily by appealing Spanish-language programming offered by the three major networks. Combined cable and satellite penetration in Puerto Rico has remained at or below 52%, significantly lower than penetration levels in the U.S. Cable and satellite penetration is low in Puerto Rico largely as a result of language preferences and socioeconomic differences. The vast majority of Puerto Ricans does not speak English or speak it with difficulty, and the majority of channels available on cable and satellite are U.S.-originated television networks programmed in English. Additionally, many Puerto Ricans subscribing to cable or satellite do so primarily to receive a higher quality broadcast signal in mountainous and other areas where the quality of the over-the-air reception is inferior. The low levels of cable and satellite penetration make Puerto Rico a particularly attractive market for television broadcasters.

**Pay-TV Penetration in Puerto Rico**

**Programming**

WAPA is headquartered in San Juan, Puerto Rico in a 65,000 square foot building housing WAPA's state-of-the-art production facilities, television studios, and administrative offices. All of WAPA PR's news and most of its local programs are produced at WAPA's production facility, which contains four television studios, including the largest television studio in the Caribbean, fully equipped control rooms,



Table of Contents

digital video, audio, editing, post editing, and graphic production suites, and a scenery shop which produces all scenery and props for the local productions. WAPA also boasts the most technologically advanced news department in Puerto Rico. WAPA recently upgraded its master control to accommodate WAPA PR, WAPA America and WAPA 2 Deportes and installed a digital delivery system to streamline programming and promotions. WAPA is also in the process of upgrading WAPA PR's signal to full HD. This upgrade is expected to be completed in 2013.

WAPA PR is Puerto Rico's news leader and the largest local producer of entertainment programming, producing over 65 hours in the aggregate each week. WAPA PR is programmed with a combination of local news, locally-produced talk, variety, comedy and reality shows, blockbuster movies and hit television series from the U.S. dubbed into Spanish.

*News*

WAPA PR produces more news programming than any other television network in Puerto Rico. In fact, with its competitors having reduced their news coverage, WAPA PR's 39 hours of local news each week significantly exceeds news hours produced by Univision and Telemundo. WAPA PR is the #1 rated morning, midday and late night news network.

WAPA PR has continued to invest in its news programming and technology. The news department is WAPA's largest department with 90 employees, and operates the most sophisticated news operation in Puerto Rico, with the only automated production studio, its own Doppler radar system, and the most modern graphics and weather technology.

*Local Entertainment Productions*

WAPA PR produces nearly 30 hours each week of popular talk, variety, comedy and reality shows, nearly all of which is produced in WAPA PR's state of the art studios. Top-rated local shows include *Entre Nosotras* (the #1-rated local talk show), *Pégate al Mediodía* (the #1-rated midday program) and *Risas En Combo* (the #1-rated local primetime show).

In 2011 and 2012, WAPA PR produced *Idol Puerto Rico* in partnership with Fremantle Entertainment, the producer of the #1 U.S. television show, *American Idol*. The season 2 finale reached a staggering 78% audience share among adult women, and the debut album by Christian Pagan, the winner of *Idol Puerto Rico*'s first season, launched at #1 on the Billboard U.S. Latin charts. In 2012, WAPA PR also produced *Idol Kids*, a spinoff of *Idol Puerto Rico*, in partnership with Fremantle Entertainment, the first of its kind by Fremantle.

Table of Contents

**Select Locally-Produced Entertainment Productions**

<b>Program</b>	<b>Description</b>
<b>Entre Nosotras</b>	Daily talk-show hosted by the most interesting and lively female personalities in Puerto Rico. Every day, the hosts discuss and debate issues of interest to women and families
<b>Pégate al Mediodía</b>	A live daily variety show with comedy, music, entertainment news and cooking segments. Hosted by Angelique "Burbu" Burgos, Jaime Mayol and Natalia Rivera
<b>WAPA a las 4</b>	One-hour daily live newsmagazine show hosted by Nicole Chacon and Katiria Soto
<b>Risas en Combo &amp; Sunshine Remix</b>	Weekly primetime sketch comedy programs starring a highly-popular comedy group in Puerto Rico
<b>Idol Puerto Rico</b>	A co-production with Fremantle, the producer of the #1 U.S. television show, <i>American Idol</i> . A reality series to find the best amateur singer in Puerto Rico
<b>Idol Kids Puerto Rico</b>	A co-production with Fremantle. A reality series to find the best amateur singer between 6 and 12 years old in Puerto Rico
<b>De Película</b>	Movie previews and interviews with today's most popular Hollywood stars

*Acquired Programming*

WAPA PR is the primary network for Hollywood blockbuster movies and the highest-rated U.S. television series dubbed into Spanish. As the only significant buyer of Hollywood blockbuster movies and U.S. television series in Puerto Rico, WAPA PR is able to selectively license movies and successful series from all U.S. distributors and typically, in the case of television series, has the opportunity to review initial ratings results from the U.S. before financially committing to the series. Movies and series have proven to be compelling counter-programming to telenovelas aired on WAPA PR's competitors.

**WAPA 2 Deportes**

WAPA PR completed the transition from analog to digital broadcast transmission in 2009 making bandwidth within its signal available to launch a second channel in Puerto Rico. WAPA identified a need for a local sports television network and in 2010 launched WAPA 2 Deportes a digital multicast channel broadcast by WAPA-TV. This network is distributed throughout Puerto Rico through WAPA PR's over-the-air signal and is carried by all cable, satellite and telecommunications distributors in Puerto Rico. WAPA 2 Deportes broadcasts various local and U.S. sports programming, including *Major League Baseball*, with exclusive television rights to the World Series and the All-Star Game, and Puerto Rico's men's professional basketball league, *Baloncesto Superior Nacional*. In a short period of time, WAPA 2 Deportes has become the leading

local sports network in Puerto Rico and, on many nights, the station out-rates all U.S.-based networks, including ESPN, TNT and TBS.

Table of Contents

**WAPA.TV**

Launched in 2008, WAPA's website, WAPA.TV has quickly grown into one of the largest digital multimedia platforms in Puerto Rico. WAPA.TV is the #1-rated television network website in Puerto Rico and is ranked #5 among Puerto Rico-originated sites. WAPA.TV has 2.5 million monthly visits, over 13 million monthly page views and over 840,000 monthly unique visitors. WAPA.TV provides up-to-the-minute news and weather, promotional clips of WAPA's most popular shows, additional video content not seen on WAPA PR, and a platform for viewers to share comments and interact, driving further audience engagement. In addition, WAPA has over 1.6 million Facebook and Twitter fans combined. WAPA.TV's mobile web version, WAPA Movil, has over 900,000 monthly visits, over 2 million monthly page views, and over 300,000 monthly unique visitors.

**WAPA AMERICA**

**Overview**

WAPA America, launched in 2004, is a Spanish-language cable television network targeting Puerto Ricans and Caribbean Hispanics in the U.S. WAPA America is distributed by all major U.S. cable, satellite and telecommunication operators to more than 5 million subscribers. WAPA America is primarily distributed on Hispanic programming packages, and in select major markets, such as Orlando, Tampa and Miami, WAPA America is distributed on the digital basic package.

WAPA America benefits from dual revenue streams, subscriber fees and advertising revenue. Subscriber fees are received from cable, satellite and telecommunications operators for the right to distribute the channel pursuant to multi-year agreements that provide for monthly subscriber fees. Advertising is generated from the sale of advertising time. WAPA America sources most of its programming from WAPA PR and has low operating costs.

The large and growing U.S. Hispanic population represents the largest minority group in the U.S. and 16% of the total U.S. population. As of the 2010 U.S. Census, 50 million Hispanics resided in the United States, which represents an increase of 15 million people or 43% between 2000 and 2010. U.S. Hispanics also represent the second largest Hispanic economy in the world after Mexico. More than half of the growth in the total U.S. population between 2000 and 2010 was attributable to the increase in the Hispanic population. The Hispanic population is expected to grow to 64 million by 2020, an increase of 26%.

WAPA America believes it is also well-positioned to benefit from the forecasted growth in Hispanic cable television network advertising. The growth in U.S. Hispanic cable network advertising has significantly outpaced overall U.S. cable advertising growth. U.S. Hispanic cable network advertising revenue grew at an 18% CAGR from 2006 to 2011, more than doubling from \$119 million to \$275 million. Going forward, advertising on U.S. Hispanic cable networks is expected to grow to \$398 million in 2014, representing a CAGR of 13%. WAPA America is distributed by all major pay-TV distributors nationwide, and WAPA America believes it occupies a valuable and unique position as one of only a few Hispanic cable networks to have achieved such broad carriage. As a result, WAPA America believes it is well-positioned to capture a share of the growing national advertising spend targeted at the highly sought-after U.S. Hispanic cable television audience.

**Programming**

WAPA America televises over 60 hours per week of the top-rated news and entertainment programming produced by WAPA PR. WAPA America supplements its programming with acquired telenovelas, popular sports programming from Puerto Rico and other programming from WAPA PR's library.

Table of Contents**WAPA America Programming**

<b>Program</b>	<b>Description</b>
<b>Baloncesto Superior Nacional</b>	WAPA America is the exclusive U.S. television partner of Puerto Rico's men's professional basketball league
<b>Minga y Petraca</b>	One of Puerto Rico's most popular comedies during the 1990's and early 2000's. A scripted comedy about two middle aged, mustached "ladies"
<b>TVO</b>	A one-hour, locally-produced hidden camera comedy show that captures hilarious pranks pulled on unsuspecting citizens throughout Puerto Rico
<b>Jugando Pelota Dura</b>	A one-hour political show analyzing the most noteworthy political events, similar to CNN's <i>The Situation Room</i>
<b>Mujeres al limite</b>	A one-hour reality television series featuring women telling their own true stories of love and heartbreak

**Distribution**

WAPA America is distributed throughout the U.S. by all major cable, satellite and telecommunications operators pursuant to multi-year agreements that provide for monthly subscriber fees. With 5 million subscribers, WAPA America is one of the most widely distributed Hispanic cable networks in the U.S. WAPA America is generally offered on the Hispanic programming package and WAPA America is more broadly available on the digital basic package in Orlando, Tampa and Miami. Hispanic programming packages distributed in the U.S. generally consist of 20 or more channels, such as Cinelatino, CNN en Español, Discovery en Español, History en Español, ESPN Deportes and Fox Deportes.

U.S. Hispanic television households grew from 11.6 million households in 2006 to 14.1 million households in 2012, an increase of over 21%, dramatically outpacing overall U.S. television household growth of only 3%. Hispanic television households are projected to grow 9% from 2012 to 2014, equating to 1.3 million new Hispanic television households. Strong growth in Hispanic television households in the U.S. is expected to continue, driven by the forecasted significant growth in the U.S. Hispanic population to 64 million by 2020. The continuing rapid growth of Hispanic television households creates a significant opportunity to reach an attractive audience at a time when overall television household growth in the U.S. is more modest.

Hispanic pay-TV subscribers are expected to grow significantly, driven not only by the rapid growth in the Hispanic population and Hispanic television households, but also by increased penetration of pay-TV among Hispanics. Hispanic pay-TV subscribers increased 35% from 2006 to 2012, growing from 8.8 to 11.9 million subscribers, five times the 7% increase in overall U.S. subscribers during the same period. This 35% growth also significantly over-indexes the 21% Hispanic television household growth during the same period.

Subscribers to Hispanic programming packages in the U.S. increased by approximately 60%, from 2.6 million to 4.2 million subscribers from 2006 to 2012. Hispanic programming package subscribers represented 30% of Hispanic pay-TV households in 2006 and 35% in 2012. In an effort to capitalize on the strong growth of the U.S. Hispanic population, pay-TV distributors have been more aggressively marketing Hispanic programming packages.

Table of Contents

WAPA America expects to benefit from significant growth in subscribers, as the U.S. Hispanic population continues to grow rapidly coupled with related growth in Hispanic pay-TV subscribers and Hispanic package subscribers.

**SOURCES OF COMPETITION**

WAPA PR competes with broadcast television networks and cable television networks in Puerto Rico for audience viewership, advertising sales, and programming. WAPA PR's main competitors are Univision and Telemundo, which rely on their U.S. parents for programming, which consists primarily of telenovelas produced in Mexico, the U.S. and Latin America. There are a few other local broadcasters, but they tend not to be competitive due to weak programming and/or poor signal quality. WAPA PR reaches more television households in Puerto Rico than any of its competitors. In addition, while all major English-language U.S. broadcast networks have local affiliates, they are, for the most part, low power stations with nominal ratings. Only approximately 52% of the television households in Puerto Rico subscribe to pay-TV and cable channels are generally not competitive as they tend to be U.S.-based, English-language channels with little relevance to the Puerto Rico Spanish speaking market. WAPA PR has effectively customized its programming for the viewing preferences of the Puerto Rican market with more local entertainment and news programming than its competitors, as well as blockbuster Hollywood movies and hit U.S. television series. As a result, WAPA PR has been the ratings leader for the past four years and during this period has dramatically widened its leadership position.

WAPA America broadly competes for distribution and for viewership with broadcast and cable television networks in the U.S. More specifically, WAPA America competes for distribution and for viewership with other broadcast and cable television networks targeting Hispanics in the United States. WAPA America does not have any significant competition in the U.S. that targets Puerto Ricans, the second largest U.S. Hispanic population.

WAPA 2 Deportes competes for viewership, advertising sales and programming with other channels offering similar sports programming in Puerto Rico. Competitors include U.S.-based cable networks including ESPN, TNT, and TBS, and certain satellite distributors who have acquired sports media rights for their owned channels.

WAPA.TV competes with other news, weather and entertainment websites for the distribution of its content, development and acquisition of content, audience viewership and advertising sales. To an extent, WAPA.TV also competes with U.S. search engines and social networks such as Google, Facebook and Yahoo, for website traffic. WAPA.TV currently ranks as the #5 local website in Puerto Rico.

With respect to the sale of advertising, WAPA also competes for advertising revenue with other forms of media, including newspapers, billboards, radio, internet and other digital media.

Certain technological advances, including the increased deployment of fiber optic cable, are expected to allow cable and telecommunication video service providers to continue to expand both their channel and broadband distribution capacities and to increase transmission speeds. In addition, the ability to deliver content via new methods and devices is expected to increase substantially. The impact of such added capacities is hard to predict, but the development of new channels of content distribution could lead to increased competition for viewers by facilitating the emergence of additional channels and mobile and internet platforms through which viewers could view programming that is similar to that offered by WAPA PR and WAPA America.

Table of Contents

**INTELLECTUAL PROPERTY**

WAPA's intellectual property assets principally include copyrights in television programming, websites and other content, trademarks in brands, names and logos, domain names and licenses of intellectual property rights of various kinds. The protection of WAPA's brands and content is of primary importance to its success. To protect its intellectual property assets, WAPA relies upon a combination of copyright, trademark, unfair competition, trade secret and Internet/domain name statutes, laws and contract provisions. However, there can be no assurance of the degree to which these measures will be successful in any given case.

**GOVERNMENT REGULATION**

WAPA's broadcast and cable network operations are subject to and affected by various statutes and government regulations, as well as certain U.S. federal, state, territorial, and local government authorities. The operation of broadcast television stations and cable television networks are subject to the Communications Act of 1934, as amended, ("Communications Act") and to regulatory supervision by the FCC. The rules, regulations, policies and procedures affecting WAPA's businesses are constantly subject to change. The "Government Regulation of Hemisphere" section of this document, beginning on page 131, contains a summary of certain government regulations that may affect WAPA's operations. That information is summary in nature and does not purport to describe all present and proposed laws and regulations affecting WAPA's businesses. Reference should be made to the Communications Act, other statutes, the FCC's rules, public notices and rulings for further information concerning the nature and extent of the FCC's regulatory authority. FCC laws and regulations are subject to change, and WAPA generally cannot predict whether new legislation, court action, or regulations, or a change in the extent of application or enforcement of current laws and regulations, would have an adverse impact on its operations.

**LEGAL PROCEEDINGS**

From time to time, WAPA may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm WAPA's business. WAPA is not presently a party to any material litigation, nor to the knowledge of management is any litigation threatened against WAPA, which may materially affect it.

**REAL PROPERTY**

The following table sets forth WAPA's principal operating facilities:

Location	Description	Area (Square Feet)
San Juan, Puerto Rico	Administrative (Headquarters), TV Production	65,000

WAPA also leases transmission facilities in Cayey, Puerto Rico, Jayuya, Puerto Rico and Mircao, Puerto Rico pursuant to long-term lease facilities.

WAPA believes its current facilities are adequate to meet its needs in the foreseeable future. If necessary, WAPA may, from time to time, downsize current facilities or lease additional facilities for its activities. WAPA owns its property in San Juan, Puerto Rico.

**EMPLOYEES**

As of December 31, 2012, WAPA had approximately 244 full-time employees in the U.S. and Puerto Rico. Approximately, 145 of WAPA's employees are covered by a collective bargaining agreement, which expires in 2015. WAPA believes that it has satisfactory working relations with its employees.

Table of Contents

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF  
FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF WAPA**

The following discussion and analysis summarizes WAPA's financial condition and operating performance and should be read in conjunction with its historical consolidated financial statements and notes thereto included elsewhere in this proxy statement/prospectus.

Significant components of management's discussion and analysis of results of operations and financial condition include:

*Overview.* The overview section provides a summary of WAPA's business, operational divisions and business trends, outlook and strategy.

*Consolidated Results of Operations.* The consolidated results of operations section provides an analysis of WAPA's results on a consolidated basis for the year ended December 31, 2012 compared to the year ended December 31, 2011, and for the year ended December 31, 2011 compared to the year ended December 31, 2010.

*Liquidity and Capital Resources.* The liquidity and capital resources section provides a discussion of WAPA's cash flows for the year ended December 31, 2012 compared to the year ended December 31, 2011, and for the year ended December 31, 2011 compared to the year ended December 31, 2010.

**OVERVIEW**

WAPA consists of the leading broadcast television network (WAPA PR) and content producer in Puerto Rico and a unique Spanish-language cable television network (WAPA America) serving Hispanics in the United States. WAPA also operates a sports television network (WAPA 2 Deportes) and a news and entertainment website (WAPA.TV) in Puerto Rico.

The two predominant sources of revenue for WAPA are advertising revenues and retransmission/subscription fees. WAPA PR primarily derives its revenue from advertising. WAPA America primarily derives its revenue from subscription fees. Advertising revenue is generated from the sale of advertising time on WAPA PR, WAPA 2 Deportes, WAPA America and on WAPA.TV. WAPA's advertising revenue tends to reflect seasonal patterns of its advertisers' demand, which is generally greatest during the 4th quarter of each year, driven by the holiday buying season. Puerto Rico's political election cycle is every four years and so WAPA benefits from increased advertising sales every four years, including 2012.

With a population of approximately 3.7 million and 1.4 million television households, Puerto Rico is equivalent to a Top 20 U.S. television market and the second-largest Hispanic television market in the U.S., behind only Los Angeles. Puerto Rico's broadcast television market is uniquely attractive. Puerto Rico's top three broadcast networks (WAPA PR, Univision and Telemundo) collectively garner approximately 70% of all television household viewership, and WAPA PR is the clear leader with an average household primetime rating of 18.5 and audience share of 32% in 2012. WAPA PR has been the top-rated network in Puerto Rico each of the last four years, and has grown its household ratings and its audience share each of the last three years. The collective 70% share of all television viewership held by the top three broadcast networks in Puerto Rico distinguishes the Puerto Rico television market from the U.S., where the four major national broadcast networks (ABC, CBS, NBC and Fox) have a collective primetime audience share of approximately 39%. Broadcast television audience share in Puerto Rico has remained stable at these levels for many years and shows no sign of viewership erosion to cable networks, as has been experienced in the U.S. The strength of the broadcast networks in Puerto Rico is driven primarily by appealing Spanish-language programming offered by the three major networks. Combined cable and satellite penetration in Puerto Rico has remained at or below 52%, significantly lower than penetration levels in the U.S. Cable and satellite penetration is low in Puerto Rico largely as a result of language preferences and socioeconomic differences. The vast majority of Puerto Ricans do not speak English or speak it with difficulty, and the majority of channels



Table of Contents

available on cable and satellite are U.S.-originated television networks programmed in English. Additionally, many Puerto Ricans subscribing to cable or satellite do so primarily to receive a higher quality broadcast signal in mountainous and other areas where the quality of the over-the-air reception is inferior. The low levels of cable and satellite penetration make Puerto Rico a particularly attractive market for television broadcasters.

WAPA America occupies a valuable and unique position as one of only a few Hispanic cable networks to have achieved broad distribution in the U.S. As a result, management believes WAPA America is well-positioned to capture a share of the growing national advertising spend targeted at the highly sought-after U.S. Hispanic cable television audience. Hispanic households represent over 16% of the total U.S. population and approximately 9% of the total U.S. discretionary consumption, but only 5% of the aggregate media spend targets U.S. Hispanics. As a result of the under-indexing of the media spend targeting U.S. Hispanics, advertisers have been and are expected to continue to increase the portion of their marketing dollars targeted towards U.S. Hispanics. U.S. Hispanic cable network advertising revenue grew at an 18% CAGR from 2006 to 2011, significantly outpacing overall U.S. cable advertising which grew at 6%. Going forward, advertising on U.S. Hispanic cable networks is expected to grow to \$398 million in 2014, representing a CAGR of 13%, presenting a significant and growing opportunity for WAPA America.

WAPA also benefits from retransmission and subscriber revenue earned by WAPA PR and WAPA America, respectively, which are fees received from cable, satellite and telecommunications operators, for the right to distribute WAPA PR and WAPA America, pursuant to multi-year agreements that provide for monthly subscriber fees.

WAPA PR is distributed by all pay-TV distributors in Puerto Rico and has been successfully growing retransmission fees at a very robust rate. As the #1-rated broadcast television network in Puerto Rico and having grown its ratings and audience share each of the last three years, management believes WAPA PR is highly valued by its viewers and distributors. In fact, WAPA PR's ratings are so strong that its primetime household rating is nearly equal to the aggregate ratings of the four major national broadcast networks in the U.S. (ABC, CBS, NBC and Fox). The four major U.S. networks have experienced significant growth in retransmission fees received by U.S. distributors. Accordingly, management believes WAPA PR is well positioned for future growth in retransmission fees.

WAPA America is distributed by all major pay-TV distributors in the U.S. and has been successfully growing subscriber fees at a robust rate. Management expects WAPA America to benefit from significant growth in subscribers, as the U.S. Hispanic population continues to grow rapidly. More than half the growth in the total population of the United States between 2000 and 2010 is attributable to the increase in the Hispanic population. As of the 2010 U.S. Census, 50 million Hispanics resided in the United States, which represents an increase of 15 million people, or 43%, between 2000 and 2010, and is expected to grow to 64 million by 2020. U.S. Hispanic television households grew from 11.6 million households in 2006 to 14.1 million households in 2012, an increase of over 21%, dramatically outpacing overall U.S. television household growth of only 3%. Hispanic television households are projected to grow 9% from 2012 to 2014, equating to 1.3 million new Hispanic television households.

Hispanic pay-TV subscribers increased 35% from 2006 to 2012, growing from 8.8 to 11.9 million subscribers, five times the 7% increase in overall U.S. subscribers during the same period. This 35% growth also significantly over-indexes the 21% Hispanic television household growth during the same period. Over the same period, subscribers to Hispanic programming packages in the U.S. increased by approximately 60%, from 2.6 million to 4.2 million subscribers from 2006 to 2012. In an effort to capitalize on the strong growth of the U.S. Hispanic population, pay-TV distributors have been more aggressively marketing Hispanic programming packages. Accordingly, management believes WAPA America is well positioned to benefit from growth in subscribers.

Table of Contents

**CRITICAL ACCOUNTING POLICIES AND ESTIMATES**

Management discussion and analysis of WAPA's financial condition and results of operations is based upon the amounts reported in WAPA's consolidated financial statements which have been prepared in accordance with generally accepted accounting principles.

The preparation of these financial statements requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from those reported amounts. The significant accounting policies, outlined in Note 1, "Summary of Significant Accounting Policies," to the consolidated financial statements contained elsewhere in this proxy statement/prospectus, are integral to an understanding of WAPA's management's discussion and analysis.

On an on-going basis, WAPA evaluates its estimates, including those used for allowance for doubtful accounts in receivables, amortization and impairment of program rights and intangible assets, valuation of goodwill and intangible assets, and income taxes. WAPA bases its estimates on historical experience and on various other assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

**Principles of Consolidation**

The consolidated financial statements include our accounts and the accounts of our subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

**Accounts Receivable**

Accounts receivable consist of short-term receivables that arise in the normal course of business. WAPA performs ongoing credit evaluations of its customers' financial condition. Past due receivables do not accrue interest.

Accounts receivable are carried at the original charge amount less an estimate made for doubtful receivables. Management determines the allowance for doubtful accounts based upon prior experience and its assessment of the collectability of specific accounts. Uncollectible accounts receivable are written off when management determines that all reasonable collection efforts have been exhausted. Accounts that have previously been written off and subsequently recovered are recorded when received. Bad debt (recoveries) expense for the years ended December 31, 2012, 2011 and 2010 amounted to (\$10,000), \$202,000 and \$44,000, respectively.

**Programming Rights**

WAPA enters into multi-year license agreements with various programming distributors for distribution of their respective programming ("programming rights") and capitalizes amounts paid to secure or extend these programming rights at the lower of unamortized cost or estimated net realizable value. If management estimates that the unamortized cost of its programming rights exceeds their estimated net realizable value, WAPA will write down its programming rights. No such write down was deemed necessary during 2012, 2011 or 2010. WAPA amortizes these programming rights over the term of the related license agreements. The amortization of these rights is recorded as part of cost of revenues in the accompanying statements of income. Costs incurred in connection with the purchase of programs to be broadcast within one year are classified as current assets, while costs of those programs to be broadcast subsequently are considered noncurrent. Program obligations are classified as current or non-current in accordance with the payment terms of the license agreement.

**Goodwill and Other Intangibles**

WAPA's goodwill was recorded as a result of WAPA's business combinations using the acquisition method of accounting. Indefinite lived intangible assets include broadcast licenses, and a trademark.

Table of Contents

Other intangible assets include customer relationships with an estimated useful life of ten years. Other intangible assets are amortized over their estimated lives using the straight-line method. Costs incurred to renew or extend the term of recognized intangible assets are capitalized and amortized over the useful life of the asset.

WAPA tests its broadcast license annually for impairment or whenever events or changes in circumstances indicate that such assets might be impaired. The impairment test consists of a comparison of the fair value of these assets with their carrying amounts using a discounted cash flow valuation method, assuming a hypothetical start-up scenario.

WAPA tests its goodwill annually for impairment or whenever events or changes in circumstances indicate that goodwill might be impaired. The first step of the goodwill impairment test compares the fair value of WAPA with its carrying amount, including goodwill. The fair value of WAPA is determined through the use of a discounted cash flow analysis incorporating variables such as revenue projections, projected operating cash flow margins, and discount rates. The variables used in the analysis reflect historical market growth trends.

The valuation assumptions used in the discounted cash flow model reflect historical performance of WAPA and prevailing values in the markets for broadcasting properties. If the fair value exceeds the carrying amount, goodwill is not considered impaired. If the carrying amount exceeds the fair value, the second step of the goodwill impairment test is performed to measure the amount of impairment loss, if any. The second step of the goodwill impairment test compares the implied fair value of goodwill with the carrying amount of that goodwill. If the carrying amount of goodwill exceeds the implied fair value, an impairment loss shall be recognized in an amount equal to that excess.

WAPA tests its other indefinite lived intangible assets annually for impairment or whenever events or changes in circumstances indicate that such assets might be impaired. This analysis is performed by comparing the respective carrying values of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated from such assets. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such assets is reduced to fair value.

**Income Taxes**

WAPA considers future taxable income and feasible tax planning strategies in assessing the need for establishing or removing a valuation allowance. WAPA records or subsequently removes a valuation allowance to reflect its deferred tax assets to an amount that is more likely than not to be realized. In the event that WAPA's determination changes regarding the realization of all or part of its deferred tax assets in the future, an adjustment to the deferred tax asset is recorded to WAPA's consolidated statement of operations in the period in which such a determination is made.

**Recent Accounting Pronouncements**

In June 2011, there were revisions to the accounting standard for reporting comprehensive income, which requires the presentation of the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. WAPA elected to present this information in a separate statement following the consolidated statement of income. The revisions are effective for fiscal years, and interim periods within those years, beginning after December 15, 2011, and should be applied retrospectively. WAPA adopted this guidance effective January 1, 2012, and the adoption did not have an impact on the consolidated financial position or results of operations.

In July 2012, the Financial Accounting Standards Board (FASB) issued guidance that is intended to reduce the cost and complexity of the annual impairment test for indefinite-lived intangible assets other than goodwill by providing entities an option to perform a qualitative assessment to determine whether a quantitative impairment test is necessary. The revised standard is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012, but early

Table of Contents

adoption is permitted. WAPA does not expect that this guidance will have a material effect on WAPA's consolidated financial position, results of operation and cash flows.

In October 2012, the Financial Accounting Standards Board (FASB) issued guidance that aligns the guidance on fair value measurements in the impairment test of unamortized film costs with the guidance on fair value measurements in other instances within U.S. GAAP. For SEC filers, the amendments are effective for impairment assessments performed on or after December 15, 2012. For all other entities, the amendments are effective for impairment assessments performed on or after December 15, 2013. WAPA adopted this guidance effective December 31, 2012, and the adoption did not have a material impact on the consolidated financial statements.

**CONSOLIDATED RESULTS OF OPERATIONS****Comparison of Consolidated Operating Results for the Year Ended December 31, 2012 and the Year Ended December 31, 2011**

(Dollars in thousands)	Year Ended December 31,		\$ Change Favorable/ (Unfavorable)	% Change Favorable/ (Unfavorable)
	2012	2011		
<b>Net Revenues</b>	\$ 71,367	\$ 60,797	\$ 10,570	17.4%
<b>Operating Expenses</b>				
Cost of revenues	32,409	28,985	(3,424)	(11.8)%
Selling, general and administrative	13,667	13,025	(642)	(4.9)%
Depreciation and amortization	3,723	3,425	(298)	(8.7)%
Other expenses	703		(703)	NM
Gain on disposition of assets	(1)	(39)	(38)	(98.3)%
<b>Total operating expenses</b>	50,501	45,396	(5,105)	(11.2)%
<b>Operating Income</b>	20,866	15,401	5,465	35.5%
<b>Other Expenses</b>				
Interest expense, net	(3,501)	(3,627)	125	3.5%
Other expense, net	(50)	(187)	137	73.3%
	(3,551)	(3,814)	262	6.9%
<b>Income before income taxes</b>	17,315	11,588	5,727	49.4%
Income tax expense	(6,285)	(3,984)	(2,302)	57.8%
<b>Net Income</b>	\$ 11,030	\$ 7,604	\$ 3,426	45.1%

NM = not meaningful

**Net Revenues**

For the year ended December 31, 2012, net revenues increased \$10.6 million, or 17%, as compared to the same period in 2011, due to an increase in net advertising revenue at WAPA PR due primarily to political advertising, an increase in advertising revenue at WAPA America as a result of having grown its distribution, and an increase in retransmission and subscriber fees at WAPA PR and WAPA America.

**Operating Expenses**

For the year ended December 31, 2012, operating expenses increased \$5.1 million, or 11%, as compared to the same period in 2011, as a result of changes in the following areas:

*Cost of Revenues:* Cost of revenues consists primarily of programming and production costs, programming amortization and distribution costs. Cost of revenues increased \$3.4 million, or 12%, due primarily to the launch of a new reality television program, coverage of the political

elections, the acquisition of sports media rights, and an increase in programming amortization.

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### Table of Contents

*Selling, General and Administrative:* Selling, general and administrative expenses consist principally of promotion and research, corporate employee costs, and other general administrative costs. Selling, general and administrative expenses increased \$0.6 million, or 5%, due in part to increases in insurance, payroll taxes and utility expenses.

*Depreciation and Amortization:* Depreciation and amortization expense consists of depreciation of fixed assets and amortization of intangibles. Depreciation and amortization expense increased \$0.3 million, or 9%, due primarily to an increase in capital expenditures related to WAPA PR's upgrade of its production facilities to high definition in 2012.

*Other Expenses:* Other expenses, which include transaction and other non-recurring expenses, were \$0.7 million, as there were no transaction related expenses in 2011.

*Gain on Disposition of Assets:* Gain on disposition of assets decreased \$38K due to lower gains on sales of equipment no longer used in the WAPA's operations.

### **Operating Income**

For the year ended December 31, 2012, operating income increased \$5.5 million, or 36%, as compared to the same period in 2011.

### **Other Expenses**

Other expenses decreased \$0.3 million, or 7%, due primarily to a decrease in the fair value of the interest rate swap.

### **Income Tax Expense**

Income tax expense increased \$2.3 million, or 58%, due to a 49% increase in income before income taxes.

### **Net Income**

For the year ended December 31, 2012, net income increased \$3.4 million, or 45%, as compared to the same period in 2011.

### **Comparison of Consolidated Operating Results for the Year Ended December 31, 2011 and the Year Ended December 31, 2010**

(Dollars in thousands)	Year Ended December 31,		\$ Change Favorable/ (Unfavorable)	% Change Favorable/ (Unfavorable)
	2011	2010		
<b>Net Revenues</b>	<b>\$ 60,797</b>	<b>\$ 54,615</b>	<b>\$ 6,182</b>	<b>11.3%</b>
<b>Operating Expenses</b>				
Cost of revenues	28,985	25,450	(3,535)	(13.9)%
Selling, general and administrative	13,025	11,806	(1,219)	(10.3)%
Depreciation and amortization	3,425	3,125	(300)	(9.6)%
Loss (gain) on disposition of assets	(39)	399	438	109.7%
<b>Total operating expenses</b>	<b>45,396</b>	<b>40,781</b>	<b>(4,615)</b>	<b>(11.3)%</b>
<b>Operating income</b>	<b>15,401</b>	<b>13,835</b>	<b>1,567</b>	<b>11.3%</b>
<b>Other Expenses</b>				
Interest expense, net	(3,627)	(1,704)	(1,923)	(112.9)%
Other expense, net	(187)	(50)	(137)	(274.1)%
	(3,814)	(1,754)	(2,060)	(117.5)%
<b>Income before income taxes</b>	<b>11,588</b>	<b>12,081</b>	<b>(493)</b>	<b>(4.1)%</b>
Income tax (expense) benefit	(3,984)	18,952	(22,935)	(121.0)%

<b>Net income</b>	<b>\$</b>	<b>7,604</b>	<b>\$</b>	<b>31,033</b>	<b>\$</b>	<b>(23,429)</b>	<b>(75.5)%</b>
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Table of Contents

**Net Revenues**

For the year ended December 31, 2011, net revenues increased \$6.2 million, or 11%, as compared to the same period in 2010, due primarily to an increase in net advertising revenue as a result of an increase in television ratings at WAPA PR, and increase in subscriber fees due primarily to new system launches of WAPA America.

**Operating Expenses**

For the year ended December 31, 2011, operating expenses increased \$4.6 million, or 11%, as compared to the same period in 2010, as a result of changes in the following areas:

*Cost of Revenues:* Cost of revenues increased \$3.5 million, or 14%, due primarily to the production of a reality television program, which was produced for the first time in 2011.

*Selling, General and Administrative:* Selling, general and administrative expenses increased \$1.2 million, or 10%, due primarily to increases in the management services fee charged by the WAPA Member to WAPA, the cost of television ratings measurement services, insurance, payroll taxes and utilities.

*Depreciation and Amortization:* Depreciation and amortization expense increased \$0.3 million, or 10%, due primarily to the full year impact of an increase in capital expenditures related to the build out of WAPA America's technical operations at WAPA PR's production facility in Puerto Rico during the second half of 2010.

*Loss (Gain) on Disposition of Assets:* Gain on disposition of assets increased \$0.4 million as a result of a gain on sales of equipment in 2011 compared with a write-off of assets in 2010.

**Operating Income**

Operating income for the year ended December 31, 2011, increased \$1.6 million, or 11%, as compared to the same period in 2010.

**Other Expenses**

Other expenses increased \$2.1 million, or 117%, due primarily to an increase in interest expense due to a higher average term loan balance as a result of the refinancing completed in March 2011.

**Income Tax Expense**

Income tax expense for the year ended December 31, 2011, was \$4.0 million, as compared to an income tax benefit of \$19.0 million in 2010, due primarily to the reversal of the deferred tax valuation allowance in 2010.

**Net Income**

Net income for the year ended December 31, 2011, decreased \$23.4 million, or 75%, as compared to the same period in 2010, due to higher operating income offset by higher income tax expense.

**LIQUIDITY AND CAPITAL RESOURCES**

*Sources and Uses of Cash*

WAPA's principal sources of cash are cash on hand, cash flows from operating activities and borrowing capacity available under its revolving credit facility. As of December 31, 2012, WAPA had \$10.1 million of cash on hand and \$10.0 million available to borrow under the revolving credit facility



Table of Contents

as compared to \$10.2 million of cash on hand and \$10.0 million available to borrow under the revolving credit facility as of December 31, 2011.

WAPA's primary uses of cash include the production and acquisition of programming, operational costs, personnel costs, interest payments on its outstanding debt and income tax payments.

Management believes cash on hand, cash flow from operations and availability under the credit facility will be sufficient to meet its current contractual financial obligations and to fund anticipated working capital and capital expenditure requirements for existing operations. WAPA's current financial obligations include maturities of debt, operating lease obligations and other commitments from ordinary course of business that require cash payments to vendors and suppliers.

**Cash Flows**

(in thousands of dollars)	Years Ended December 31,		
	2012	2011	2010
Cash provided by (used in):			
Operating Activities	\$ 16,489	\$ 13,620	\$ 15,776
Investing Activities	(3,750)	(2,083)	(3,786)
Financing Activities	(12,838)	(6,456)	(9,375)
<b>Net increase (decrease) in Cash and Cash Equivalents</b>	<b>\$ (98)</b>	<b>\$ 5,082</b>	<b>\$ 2,614</b>

**Comparison for the Year Ended December 31, 2012 and the Year Ended December 31, 2011****Operating Activities**

Cash provided by operating activities is primarily driven by WAPA's net income, adjusted for non-cash items and changes in working capital. Non-cash items consist primarily of depreciation of property and equipment, amortization of intangibles, programming amortization, amortization of deferred financing costs, deferred taxes and provision for bad debts.

Net cash provided by operating activities for the year ended December 31, 2012, was \$16.5 million, an increase of \$2.9 million, as compared to the same period in 2011, due primarily to a \$3.4 million increase in net income and a \$0.6 million increase in non-cash items, offset partly by a \$1.2 million increase in net working capital. Non-cash items increased primarily due to a \$1.4 million increase in programming amortization, a \$0.3 million increase in depreciation and amortization, and a \$0.2 million increase in amortization of deferred financing fees, offset by a \$1.1 million decrease in deferred taxes and a \$0.2 million decrease in the provision for bad debts.

**Investing Activities**

Net cash used in investing activities for year ended December 31, 2012, was \$3.7 million, an increase of \$1.7 million, as compared to the same period in 2011, due primarily to an increase in capital expenditures as a result of WAPA PR's upgrade of its production facilities to high definition in 2012.

**Financing Activities**

Net cash used in financing activities for the year ended December 31, 2012, was \$12.8 million, an increase of \$6.4 million, as compared to the same period in 2011, due to an increase in repayments of the term loan of \$5.7 million and a decrease in proceeds from the new term loan of \$19.2 million, offset by a decrease in distributions paid to the WAPA Member of \$18.5 million.

Table of Contents

*Comparison for the Year Ended December 31, 2011 and the Year Ended December 31, 2010*

**Operating Activities**

Cash provided by operating activities is primarily driven by WAPA's net income, adjusted for non-cash items and changes in working capital. Non-cash items consist primarily of depreciation of property and equipment, amortization of intangibles, programming amortization, amortization of deferred financing costs, deferred taxes and provision for bad debts.

Net cash provided by operating activities for the year ended December 31, 2011, was \$13.6 million, a decrease of \$2.2 million, as compared to the same period in 2010, due primarily to a \$23.4 million decrease in net income and a \$1.7 million increase in net working capital, offset in part by a \$23.0 million increase in non-cash items. Non-cash items increased primarily due to a \$22.6 million increase in deferred taxes.

**Investing Activities**

Net cash used in investing activities for the year ended December 31, 2011, was \$2.1 million, a decrease of \$1.7 million, as compared to the same period in 2010, due to a \$1.7 million decrease in capital expenditures as a result of the completion of the build out of WAPA America's technical operations at WAPA PR's production facility in Puerto Rico 2010.

**Financing Activities**

Net cash used in financing activities for the year ended December 31, 2011, was \$6.5 million, a decrease of \$2.9 million, as compared to the same period in 2010, due to a decrease in repayments of the term loan and line of credit of \$7.7 million, offset in part by a distribution to shareholders in March 2011 of \$24.0 million funded in large part by proceeds from the new term loan of \$19.2 million.

**Discussion of Indebtedness**

On March 31, 2011, WAPA entered into a loan agreement with various financial institutions, of which The Bank of Nova Scotia and RBC Capital Markets acted as joint lead arrangers, that included a \$66,000,000 term loan and a \$10,000,000 revolving credit line with a maturity of March 31, 2016 (the "WAPA Loan Agreement"). The proceeds from the term loan were used to repay an existing term loan, to finance a distribution to the WAPA Member, and to pay fees and expenses associated with the financing.

The loan bears interest at London InterBank Offered Rate (LIBOR) rate plus an applicable LIBOR rate margin, or at a base rate plus an applicable based rate margin (3.80% for the quarter ended December 31, 2012). The applicable margins may be amended from time to time based upon the consolidated leverage ratio for the last day of the most recent fiscal quarter. The term loan is payable on quarterly due dates commencing July 15, 2011 and a final installment on March 31, 2016.

In 2012, WAPA made principal payments of \$7.4 million.

On April 13, 2011, WAPA entered into a two year interest rate swap with an initial notional amount of \$33,000,000 to receive interest at a variable rate equal to three (3) months LIBOR and to pay interest at fixed rate of 1.143%. The interest swap agreement expires on April 15, 2013.

The WAPA Loan Agreement contains certain covenants that limit the ability to incur additional indebtedness, pay dividends or make other payments, make loans and investments, sell assets, incur certain liens, enter into transactions with affiliates, and consolidate, merge or sell assets.

WAPA may pay cash dividends and distributions (other than management or similar fees) to their equityholders, so long as (i) no default under the WAPA Credit Agreement shall have occurred and be

Table of Contents

continuing or would result therefrom, (ii) the consolidated leverage ratio (as defined in the WAPA Credit Agreement and on a pro forma basis after giving effect to all such dividends or distributions) is less than 3.25 to 1.00, (iii) the administrative agent shall have received all financial statements and other information then required to be delivered for the most recently ended fiscal year and fiscal quarter, and (iv) the amount does not exceed (a) excess cash flow for the preceding fiscal year minus (b) the amount of the prepayment required to be made in respect of such excess cash flow, provided that the amount then available to be drawn under the revolving credit loans, together with free cash on hand of the credit parties, shall be at least equal to \$5,000,000.

In connection with the Transaction, no amendment is necessary with respect to the WAPA Loan Agreement. As of December 31, 2012, WAPA was in compliance with the financial covenants of the WAPA Loan Agreement. The WAPA Loan Agreement will remain outstanding after the consummation of the Transaction.

**Contractual Obligations**

WAPA's contractual obligations as of December 31, 2012 are as follows:

As of December 31, 2012 (Dollars in thousands)	Total	Less than 1 Year	1 - 3 Years	4 - 5 Years	After 5 Years
Long-term debt obligations, including current portion <sup>(1)</sup>	\$ 57,012	\$ 4,608	\$ 19,536	\$ 32,868	\$
Operating lease obligations	319	154	158	7	
Other Commitments	3,508	2,218	1,248	36	6
<b>Total</b>	<b>\$ 60,839</b>	<b>\$ 6,980</b>	<b>\$ 20,942</b>	<b>\$ 32,912</b>	<b>\$ 6</b>

(1) Excludes interest related to the debt.

**OFF-BALANCE SHEET ARRANGEMENTS**

WAPA does not have any off-balance sheet financing arrangements.

**QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

WAPA is exposed to the impact of changes in interest rates primarily through its term loan, on which pays a variable-rate of interest. As of December 31, 2012 total outstanding balance on the term loan was of \$57.0 million and the revolving credit facility of \$10 million was fully undrawn. In the event of an increase in the interest rate of 100 basis points, assuming a principal of \$57.0 million and no offset from the interest rate swap, WAPA would incur an increase in interest expense of \$0.6 million per year. Such potential increases or decreases are based on certain simplifying assumptions, including a constant level of debt, no interest rate swap or hedge in place, and an immediate, across-the-board increase or decrease in the level of interest rates with no other subsequent changes for one year. WAPA's risk management policy is to use derivative financial instruments, as appropriate, to manage the interest expense related to the debt with variable interest rates.

Table of Contents

**WAPA SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

In 2007, InterMedia Partners VII, L.P., acquired a 100% economic interest in WAPA from LIN Television Corporation. WAPA owns 100% of the holding company that owns 100% of each of WAPA PR and WAPA America.

Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. Under these rules, more than one person may be deemed to be a beneficial owner of such securities as to which such person has an economic interest.

InterMedia Partners VII, L.P., is a limited partnership whose general partner is InterMedia Partners, L.P. (the "GP"). Messrs. Hindery and Kern serve as the managers of the GP. InterMedia Partners VII, L.P., as well as Messrs. Hindery and Kern (in their capacities as managers of the GP), may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the ordinary shares owned by InterMedia Partners VII, L.P. through their respective direct or indirect ownership of the equity interests of InterMedia Partners VII, L.P. The Fund and Messrs. Hindery and Kern disclaim beneficial ownership of the shares held by InterMedia Partners VII, L.P. except to the extent of their pecuniary interest therein. The address of InterMedia Partners VII, L.P. is c/o InterMedia Partners, L.P., 405 Lexington Avenue, 48th Floor, New York, New York, 10174.

Table of Contents

**INFORMATION ABOUT CINELATINO**

Cinelatino is the leading Spanish-language cable movie network with approximately 12 million subscribers across the U.S., Latin America and Canada. Cinelatino is programmed with a lineup featuring what it believes to be the best contemporary films and original television series from Mexico, Latin America, the U.S. and Spain. Cinelatino is the only Spanish-language movie network focused on premium, contemporary films. Driven by the strength of its programming and distribution, Cinelatino is the #2-Nielsen rated Spanish-language cable television network in the U.S.

Cinelatino is distributed by all major U.S. cable, satellite and telecommunications operators on Hispanic program packages, and by many Latin American distributors, generally on basic video packages. Hispanic packages distributed in the U.S. generally consist of 20 or more Spanish-language channels, such as WAPA America, CNN en Español, Discovery en Español, History en Español, ESPN Deportes and Fox Deportes.

Cinelatino is currently commercial-free and generates 100% of its revenue through subscriber fees pursuant to multi-year distribution agreements.

In 2007 InterMedia Cine acquired a 50% economic interest in Cinelatino from MVS Cine Latino, S.A. de C.V. Shortly thereafter, Cinelatino hired James M. McNamara, the former CEO of Telemundo, as Chairman. Concurrently, Mr. McNamara acquired a 5.0% interest. Immediately prior to the transactions contemplated hereby, each of Cinema Aerpuerto, a wholly-owned subsidiary of MVS, and InterMedia Cine had a 47.5% ownership interest in Cinelatino.

*Key Historical Initiatives:*

Since InterMedia Cine's acquisition of its economic interest in Cinelatino, management has implemented a number of significant initiatives to improve performance at Cinelatino. These initiatives have had a significant positive impact on revenues and EBITDA. Such strategic and operational initiatives include

Launched separate U.S. and Latin American feeds.

Increased investment in programming by acquiring an average of 187 titles in each of 2009 - 2012, an increase of 42% since 2007.

Created updated, premium on-air look and graphics.

Grew distribution in the U.S., Latin America and Canada from 6 million subscribers in 2007 to 12 million subscribers in 2012.

Launched original movie productions.

*Key Strategies and Growth Opportunities:*

Grow U.S. distribution. Cinelatino believes it is well-positioned to benefit from the significant growth in the U.S. Hispanic population and related growth in U.S. Hispanic cable television subscribers.

Significant advertising opportunity in the U.S.

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New system launches in key markets in Latin America.

Cinelatino believes it is well-positioned to benefit from significant growth in pay-TV subscribers throughout Latin America.

Monetize digital rights.

Table of Contents

**CINELATINO**

*Overview*

Cinelatino is the leading Spanish-language cable movie network with approximately 12 million subscribers across the U.S., Latin America and Canada. Cinelatino is programmed with a lineup featuring contemporary films and original television series from Mexico, Latin America, the U.S. and Spain. Cinelatino was launched in Mexico in 1993, and introduced into the U.S. in 1995. Cinelatino is headquartered in Coral Gables, and the network operations, as well as satellite and uplinking services are provided by MVS in Mexico City. Cinelatino is very well positioned to benefit from the growth in the U.S. Hispanic population.

The large and growing U.S. Hispanic population represents the largest minority group in the U.S. and 16% of the total U.S. population. As of the 2010 Census, 50 million Hispanics resided in the United States, which represents an increase of 15 million people or 43% between 2000 and 2010. U.S. Hispanics also represent the second largest Hispanic economy in the world after Mexico. More than half of the growth in the total U.S. population between 2000 and 2010 was attributable to the increase in the Hispanic population. The Hispanic population is expected to grow to 64 million by 2020, an increase of 26%.

Cinelatino believes its programming is strategically aligned with the viewing preference of U.S. Hispanics. In 2011, Hispanics had the highest per capita movie attendance, visiting theaters on average 5.3 times per year compared to under 4 times for the overall population. Hispanics make up 16% of the total U.S. population and 22% of movie ticket sales. Cinelatino's robust movie lineup makes Cinelatino an important and attractive destination for television viewing. Spanish remains the preferred language in the homes of most U.S. Hispanics, and this powerfully influences television viewing habits. According to Nielsen, approximately 61% of Hispanics aged 18 and over prefer to speak Spanish in their homes. Spanish-dominant or bilingual homes comprise about 66% of U.S. Hispanic households, and these homes exhibit a strong preference to watch television in their native language. Spanish-dominant households view 78% of television in Spanish and bilingual homes view about 50% in Spanish.

Driven by the strength of its programming and distribution, Cinelatino is the #2-Nielsen rated Spanish-language cable television network in the U.S. As a result, Cinelatino believes it is well-positioned to capitalize on the sizable and growing U.S. Hispanic television advertising market.

**Strong Ratings Performance    Primetime**

**Full-Year 2012, M-Sun 9:00PM - 3:00AM ET (6:00PM - 12:00AM PT)  
Hispanic HHs**

Table of Contents

*Programming*

Cinelatino's programming is distributed to the U.S. and Latin America via two distinct feeds, which allows it to tailor its programming strategy specifically to each audience. With a dedicated feed for the U.S., Cinelatino has been able to acquire titles for the U.S., even if the title is unavailable in Latin America, thereby expanding its acquisition opportunities for the U.S. market and enabling Cinelatino to deliver a "red carpet" experience to its U.S. subscribers. Cinelatino frequently offers movies to its viewers within weeks following their theatrical release in their home country. The dedicated U.S. feed has been critical to Cinelatino's ratings success.

Cinelatino's programming acquisition strategy is specifically intended to provide the audience with the broadest selection of the highest grossing box office films across all of the popular genres, from Mexico and all other Latin American countries which have significant populations in the U.S., including Puerto Rico, Dominican Republic, Colombia and Venezuela. Consistent with its programming strategy, Cinelatino has acquired the rights to the majority of the highest grossing box office films in Mexico each year from 2007 to 2012. In a typical year, Cinelatino acquires 160-200 titles across 18 Latin American countries from 53 distributors, and has an expansive library of over 400 of the best Spanish-language titles from suppliers across the globe. Cinelatino believes it is the only U.S. cable movie network programmed with the top titles from these countries, and, as a result, has built tremendous loyalty from these viewers. In addition, Cinelatino has longstanding relationships with major U.S. studios such as Warner Brothers, Lionsgate, Sony, Walt Disney Studios and MGM and acquires titles relevant to the Hispanic audience.

The Spanish-language film industry is highly fragmented. Unlike the U.S., where a small number of major movie studios produce and/or distribute the overwhelming majority of theatrical films released each year, an organized and formal Spanish-language movie studio system does not exist within Mexico, or more broadly throughout all of Latin America. The absence of an organized film industry is attributable in part to the limited opportunities for theatrical releases for most Spanish-language titles outside of their home market. The cost of marketing theatrical releases makes international theatrical distribution impractical. As a result, Cinelatino often provides the first window for U.S. audiences to see these movies. This distinguishes Cinelatino from English-language premium movie channels, such as HBO and Showtime, which air movies during a much later distribution window subsequent to their theatrical release (often a year or so), as well as release on home video and pay per view. Cinelatino secures the first window as the only television network licensing current Spanish-language movies consistently and in significant quantities for the U.S. and Latin American markets, allowing Cinelatino to serve as a "one-stop shop" and providing it with a unique advantage.

Cinelatino has expanded its programming variety by licensing exclusive first run television series. Cinelatino believes its series all share extremely high production values, promotable stars and compelling stories. These original series provide Cinelatino with high quality and repeatable content that can also be aired in multiple formats (single episodes, double episodes and feature length packaging).

*Distribution*

Cinelatino has grown to be one of the most widely distributed Spanish-language cable networks, distributed to over 4 million U.S. subscribers and to nearly 8 million Latin American subscribers. Cinelatino is distributed on Hispanic programming packages in the U.S. and generally on basic video packages internationally. While the U.S. represents approximately 35% of Cinelatino's subscriber base, 82% of Cinelatino's 2012 revenues were derived from U.S. distributors.

More than half the growth in the total population of the United States between 2000 and 2010 attributable to the increase in the Hispanic population. As of the 2010 U.S. Census, 50 million Hispanics resided in the United States, which represents an increase of 15 million people, or 43%.



Table of Contents

between 2000 and 2010. U.S. Hispanics represent the second largest Hispanic economy in the world. U.S. Hispanic television households grew from 11.6 million households in 2006 to 14.1 million households in 2012, an increase of over 21%, dramatically outpacing overall U.S. television household growth of only 3%. Hispanic television households are projected to grow 9% from 2012 to 2014, equating to 1.3 million new Hispanic television households. Strong growth in Hispanic television households in the U.S. is expected to continue, driven by the forecasted significant growth in the U.S. Hispanic population to 64 million by 2020. The continuing rapid growth of Hispanic television households creates a significant opportunity to reach an attractive audience at a time when overall television household growth in the U.S. is more modest.

Hispanic pay-TV subscribers are expected to grow significantly, driven not only by the rapid growth in Hispanic television households, but also by increased penetration of pay-TV among Hispanics. Hispanic pay-TV subscribers increased 35% from 2006 to 2012, growing from 8.8 to 11.9 million subscribers, five times the 7% increase in overall U.S. subscribers during the same period. This 35% growth also significantly over-indexes the 21% Hispanic television household growth during the same period.

Subscribers to Hispanic programming packages in the U.S. increased by approximately 60%, from 2.6 million to 4.2 million subscribers from 2006 to 2012. Hispanic programming package subscribers represented 30% of Hispanic pay-TV households in 2006 and 35% in 2012. In an effort to capitalize on the strong growth of the U.S. Hispanic population, pay-TV distributors have been more aggressively marketing Hispanic programming packages. Cinelatino expects to capitalize on this strong growth.

Cinelatino's nearly 8 million Latin American subscribers are distributed among 15 countries throughout Latin America. Cinelatino is presently distributed to only 21% of total pay-TV subscribers throughout Latin America (excluding Brazil), representing a significant growth opportunity. Cinelatino is a top-rated network on one of the major satellite operators in Mexico (see chart below). Cinelatino believes the network's content has widespread appeal throughout Latin America, and therefore will grow distribution throughout the region.

**Mexico Top Rated Cable Networks(1)**

**Full-Year 2012, M-Sun 6:00PM - 1:00AM  
Households**

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(1) Ratings sourced from major satellite operator in Mexico. Excludes children's programming channels.

Table of Contents

**MVS Service Agreements**

MVS was founded in 1976, and is one of the largest media and telecommunications conglomerates in Mexico, with a presence in television, broadband, mobile telecom, radio and publishing. Through its subsidiaries, MVS operates several cable channels in Mexico and throughout Latin America. In 2008, MVS partnered with DISH Network to create DISH Mexico, a satellite television service in Mexico. MVS provides operational and technical expertise to Cinelatino pursuant to the following agreements:

*Satellite and Support Services Agreement*

Cinelatino contracts with MVS for satellite and support services including origination, uplinking and satellite delivery of two feeds of Cinelatino's channel (for U.S. and Latin America), master control and monitoring, dubbing, subtitling and close captioning, and other support services. MVS provides such services from their broadcast facilities in Mexico City, and total expenses incurred by Cinelatino for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$2,836,000, \$3,565,000 and \$3,814,000, respectively. This agreement expires on August 1, 2017.

*Distribution Agreement*

At the time of InterMedia Cine's investment in Cinelatino, Cinelatino entered into a Distribution Agreement providing MVS with the exclusive right to negotiate the terms of the distribution and exhibition of Cinelatino with cable, satellite and telecommunications operators throughout the U.S. Pursuant to the agreement, Cinelatino pays MVS a percentage of affiliate fees received from U.S. distributors, which totaled \$2,458,000, \$2,398,000, and \$2,355,000 for the years ended 2012, 2011 and 2010, respectively. Upon consummation of the Transaction, this agreement will terminate with an effective date of January 1, 2013.

*Master License Agreement*

At the time of InterMedia Cine's investment in Cinelatino, Cinelatino entered into a Master License Agreement providing MVS with the exclusive rights to distribute and exhibit Cinelatino via cable, satellite or by any other means in Latin America and Mexico. Pursuant to the agreement, Cinelatino receives revenue net of MVS's distribution fees, which is presently equal to 13.5% of all license fees collected from distributors in Latin America and Mexico. Total revenues recognized by Cinelatino for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$2,496,000, \$2,194,000 and \$1,885,000, respectively. Upon consummation of the Transaction, this agreement will be amended such that MVS' rights to duplicate, distribute and exhibit Cinelatino's service will be non-exclusive on a going forward basis (except with respect to pre-existing distribution arrangements between MVS and third party distributors that are effective at the time of the amendment). Management believes that the amendment to this agreement will not impact Cinelatino's current distribution, and should enhance Cinelatino's ability to drive new distribution in Latin America.

*Dish Mexico Affiliation Agreement*

Cinelatino is party to a six-year affiliation agreement with DISH Mexico through December 2014 for the distribution and exhibition of Cinelatino's programming service through DISH Mexico. Total revenues recognized for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$1,702,000, \$1,569,000, and \$1,250,000, respectively. Upon consummation of the Transaction, this agreement will be amended such that the term will be extended until August 1, 2017. This agreement is non-exclusive and does not restrict Cinelatino from being distributed by other distributors unaffiliated with MVS.

Table of Contents

**COMPETITION**

Cinelatino broadly competes for distribution and for viewership with broadcast and cable television networks in the U.S. More specifically, Cinelatino competes for distribution and for viewership with other broadcast networks targeting Hispanics in the United States such as Univision and Telemundo and other cable networks such as CNN en Español, Discovery en Español, History en Español, ESPN Deportes and Fox Deportes. Cinelatino also competes for distribution and for viewership with other channels offering Spanish-language movie programming. Competitors include De Pelicula/De Pelicula Clasico, Cine Estelar/Cine Nostalgia and Viendo Movies. These other movie channels are generally programmed with older and/or lower budget movies. Cinelatino is the only Spanish-language movie network focused on premium, contemporary films. With over 4 million U.S. subscribers, Cinelatino has the largest subscriber base of any Spanish-language cable television movie network.

Certain technological advances, including the increased deployment of fiber optic cable, are expected to allow cable and telecommunication video service providers to continue to expand both their channel and broadband distribution capacities and to increase transmission speeds. In addition, the ability to deliver content via new methods and devices is expected to increase substantially. The impact of such added capacities is hard to predict, but the development of new channels of content distribution could lead to increased competition for viewers by facilitating the emergence of additional channels and mobile and internet platforms through which viewers could view programming that is similar to that offered by Cinelatino.

**INTELLECTUAL PROPERTY**

Cinelatino's intellectual property assets principally include copyrights in television programming, websites and other content, trademarks in brands, names and logos, domain names and licenses of intellectual property rights of various kinds. The protection of Cinelatino's brands and content is of primary importance to its success. To protect its intellectual property assets, Cinelatino relies upon a combination of copyright, trademark, unfair competition, trade secret and Internet/domain name statutes and laws and contract provisions. However, there can be no assurance of the degree to which these measures will be successful in any given case.

**GOVERNMENT REGULATION**

Cinelatino's cable network operations are subject to and affected by various statutes and government regulations, as well as certain U.S. federal government authorities. Cinelatino's foreign operation are also subject to additional laws and regulations. The rules, regulations, policies and procedures affecting Cinelatino's businesses are constantly subject to change. The "Government Regulation of Hemisphere" section of this document, beginning on page 131 contains a summary of certain government regulations that may affect Cinelatino's operations. That information is summary in nature and does not purport to describe all present and proposed laws and regulations affecting Cinelatino's businesses, particularly its foreign operations. Reference should be made to the Communications Act, other legislation, FCC rules, public notices, and rulings for further information concerning the nature and extent of the FCC's regulatory authority. FCC laws and regulations are subject to change, and Cinelatino generally cannot predict whether new legislation, court action or regulations, or a change in the extent of application or enforcement of current laws and regulations, would have an adverse impact on its operations.

**LEGAL PROCEEDINGS**

From time to time, Cinelatino may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm Cinelatino's

Table of Contents

business. Cinelatino is not presently a party to any litigation, nor to the knowledge of management is any litigation threatened against Cinelatino, which may materially affect it.

**REAL PROPERTY**

The following table sets forth Cinelatino's principal place of business:

<b>Location</b>	<b>Description</b>	<b>Area (Square Feet)</b>
Coral Gables, Florida	Headquarters	525

Cinelatino currently occupies office space that is leased pursuant to a long-term lease facility by InterMedia Advisors, LLC. Cinelatino pays the lessor directly for its allocable cost of such lease.

Cinelatino believes its current facilities are adequate to meet its needs in the foreseeable future. If necessary, Cinelatino may, from time to time, downsize current facilities or lease additional facilities for its activities.

**EMPLOYEES**

As of December 31, 2012, Cinelatino had approximately 5 full-time employees in the U.S., including employees who work as consultants. None of Cinelatino's employees are covered by a collective bargaining agreement.

Table of Contents

**MANAGEMENT'S DISCUSSION AND ANALYSIS OF  
FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF CINELATINO**

The following discussion and analysis summarizes Cinelatino's financial condition and operating performance and should be read in conjunction with its historical financial statements and notes thereto included elsewhere in this proxy statement/prospectus.

Significant components of management's discussion and analysis of results of operations and financial condition for Cinelatino include:

*Overview and Strategy.* The overview section provides a summary of Cinelatino's business and business trends, outlook and strategy.

*Results of Operations.* The results of operations section provides an analysis of Cinelatino's results on a basis for the year ended December 31, 2012 compared to the year ended December 31, 2011 and for the year ended December 31, 2011 compared to the year ended December 31, 2010.

*Liquidity and Capital Resources.* The liquidity and capital resources section provides a discussion of Cinelatino's cash flows for the year ended December 31, 2012 compared to the year ended December 31, 2011 and for the year ended December 31, 2011 compared to the year ended December 31, 2010.

**OVERVIEW**

Cinelatino, a Delaware corporation is a leading Spanish-language cable television movie network, distributed in the U.S., Latin America and Canada. Cinelatino is programmed with a lineup featuring contemporary films and original television series from Mexico, Latin America, the U.S. and Spain. Cinelatino is the #2-rated Spanish-language pay-TV channel in the U.S., driven by the strength of its programming. Cinelatino's programming is distributed to the U.S. and Latin America via two distinct feeds, which allow it to tailor its programming strategy specifically to each audience.

Cinelatino is currently commercial-free and generates most of its revenue through subscriber fees received from cable, satellite and telecommunications operators distributing the network pursuant to multi-year distribution agreements that provide for monthly subscriber fees. With over 80% of Cinelatino's 2012 revenues derived from U.S. distributors, management has strategically acquired earlier exhibition windows for many of its titles for the U.S., thereby enhancing the value of the network and the programming it offers to its rapidly growing target audience.

Management expects Cinelatino to benefit from significant growth in subscribers, as the U.S. Hispanic population continues to grow rapidly. More than half the growth in the total population of the United States between 2000 and 2010 is attributable to the increase in the Hispanic population. As of the 2010 U.S. Census, 50 million Hispanics resided in the United States, which represents an increase of 15 million people, or 43%, between 2000 and 2010, and is expected to grow to 64 million by 2020. U.S. Hispanic television households grew from 11.6 million households in 2006 to 14.1 million households in 2012, an increase of over 21%, dramatically outpacing overall U.S. television household growth of only 3%. Hispanic television households are projected to grow 9% from 2012 to 2014, equating to 1.3 million new Hispanic television households.

Hispanic pay-TV subscribers increased 35% from 2006 to 2012, growing from 8.8 to 11.9 million subscribers, five times the 7% increase in overall U.S. subscribers during the same period. This 35% growth also significantly over-indexes the 21% Hispanic television household growth during the same period. Over the same period, subscribers to Hispanic programming packages in the U.S. increased by approximately 60%, from 2.6 million to 4.2 million subscribers from 2006 to 2012. In an effort to capitalize on the strong growth of the U.S. Hispanic population, pay-TV distributors have been more aggressively marketing Hispanic programming packages. Accordingly, management believes Cinelatino is well positioned to benefit from growth in subscribers.

Table of Contents

Similarly, management expects Cinelatino to benefit from significant growth in Latin America. Fueled by a sizeable and growing population, a strong macroeconomic backdrop and rising disposable incomes, as well as investments in network infrastructure resulting in improved service and performance, pay-TV subscribers in Latin America (excluding Brazil) are projected to grow from 34 million in 2011 to 48 million in 2016, representing a 7% compounded annual growth rate. Furthermore, with approximately 8 million subscribers in Latin America, Cinelatino is presently distributed to only 21% of total pay-TV subscribers throughout Latin America. Accordingly, growth through new system launches represents a significant growth opportunity. Cinelatino is a top-rated network and management believes the network's content has widespread appeal throughout Latin America, and therefore will be able to grow distribution throughout the region.

While Cinelatino does not sell advertising, it continuously reviews the quality of its programming to ensure that it is maximizing its viewership and giving its subscribers a premium, high-value experience. The continued growth in Cinelatino's subscriber fees will, to a certain extent, be dependent on the growth in subscribers of the cable, satellite and telecommunications operators distributing its network, and new system launches, particularly in Latin America.

Revenues derived from three major unrelated customers were \$5,924,345, \$4,864,338, and \$2,957,113 for the year ended December 31, 2012. These revenues are earned pursuant to multi-year agreements and such agreements have previously been renewed. Given that Cinelatino is the #2-rated Hispanic cable network and its unique position of being distributed by all major U.S. distributors, management believes these agreements will be renewed and extended as they expire in the future.

MVS, a 47.5% shareholder of Cinelatino, provides operational and technical services to Cinelatino pursuant to several agreements described in the section entitled "Information About Cinelatino MVS Service Agreements" on page 113. Upon consummation of the Transaction, certain of the agreements will be amended to what management believes to be to the benefit of Cinelatino. An agreement which grants MVS the exclusive right to distribute the service in the U.S will be terminated upon consummation of the Transaction. Management believes Hemisphere can assume responsibility for those activities previously provided by MVS, given the resources of WAPA that will be available to it, thus having no impact on Cinelatino's operations. A similar agreement which grants MVS the exclusive right to distribute the service throughout Latin America will be amended upon consummation of the Transaction so that MVS's rights will be on a non-exclusive basis, except for distribution agreements currently in effect. Management believes that the amendment to this agreement will not impact Cinelatino's current distribution, and should enhance Cinelatino's ability to drive new distribution in Latin America. Also upon consummation of the Transaction, Cinelatino's affiliation agreement with Dish Mexico (an affiliate of MVS), pursuant to which Dish Mexico distributes the network and Cinelatino receives revenue, will be extended through August 1, 2017.

**Critical Accounting Policies and Estimates**

Management discussion and analysis of Cinelatino's financial condition and results of operations is based upon the amounts reported in Cinelatino's consolidated financial statements which have been prepared in accordance with generally accepted accounting principles.

The preparation of these financial statements requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ materially from those reported amounts. The significant accounting policies, outlined in Note 1, "Nature of Business and Significant Accounting Policies," to the consolidated financial statements contained elsewhere in this proxy statement/prospectus, are integral to an understanding of Cinelatino's management's discussion and analysis.

On an on-going basis, Cinelatino evaluates its estimates, including those used for allowance for doubtful accounts in receivables and due from related parties, amortization and impairment of program rights and intangible assets, and income taxes. Cinelatino bases its estimates on historical experience

Table of Contents

and on various other assumptions that it believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

**Programming Costs**

Programming costs are recorded based on Cinelatino's contractual agreements with various third party programming distributors and are generally multi-year agreements.

**Accounts Receivable**

Accounts receivable are carried at the original charge amount less an estimate made for doubtful receivables based on a review of all outstanding amounts. Management determines the allowance for doubtful accounts by regularly evaluating individual customer receivables and considering a customer's financial condition and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. An account receivable is considered to be past due if any portion of the receivable balance is outstanding for more than 60 days.

**Amounts Due From Related Parties**

Certain amounts due from related parties are presented net of an allowance for uncollectible amounts based on management's expectations related to the realization of collections and remittances by the related party.

**Programming Rights**

Cinelatino enters into multi-year license agreements with various programming distributors for distribution of their respective programming ("programming rights") and capitalizes amounts paid to secure or extend these programming rights at the lower of unamortized cost or estimated net realizable value. If management estimates that the unamortized cost of its programming rights exceeds their estimated net realizable value, Cinelatino will write down its programming rights. Cinelatino determined \$32,965 of its programming rights was impaired during 2012. No such write down was deemed necessary during 2011 or 2010. Cinelatino amortizes these programming rights over the term of the related license agreements or the number of exhibitions, whichever occurs first. The amortization of these rights, which was approximately \$2,302,000, \$2,458,000 and \$2,486,000 for the years ended December 31, 2012, 2011 and 2010, respectively, is recorded as part of cost of revenues in the accompanying statements of income.

**Income Taxes**

Cinelatino considers future taxable income and feasible tax planning strategies in assessing the need for establishing or removing a valuation allowance. Cinelatino records or subsequently removes a valuation allowance to reflect its deferred tax assets to an amount that is more likely than not to be realized. In the event that Cinelatino determines changes regarding the realization of all or part of its deferred tax assets in the future, an adjustment to the deferred tax asset is recorded to Cinelatino's consolidated statement of operations in the period in which such a determination is made.

**Recent Accounting Pronouncements**

In June 2011, the Financial Accounting Standards Board issued Accounting Standards Update No. 2011-05, *Comprehensive Income (Topic 820): Presentation of Comprehensive Income* ("ASU 2011-05"). The amendments in ASU 2011-05 require an entity to present the total comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. This update eliminates the option to present the components of other comprehensive income as part of the statement of stockholders' equity. Cinelatino elected to present this information in a separate

Table of Contents

statement following the statement of income. This guidance is effective for the first interim or annual period beginning on or after December 15, 2011, and should be applied retrospectively. Cinelatino adopted this guidance effective January 1, 2012, and the adoption did not have an impact on its financial position or results of operations.

In October 2012, the Financial Accounting Standards Board issued Accounting Standards Update No. 2012-07, *Entertainment - Films (Topic 926): Accounting for Fair Value Information That Arises after the Measurement Date and its Inclusion in the Impairment Analysis of Unamortized Film Costs*. This ASU aligns the guidance on fair value measurements in the impairment test of unamortized film costs with the guidance on fair value measurements in other instances within accounting principles generally accepted in the United States of America. For SEC filers, the amendments are effective for impairment assessments performed on or after December 15, 2012. For all other entities, the amendments are effective for impairment assessments performed on or after December 15, 2013. Cinelatino adopted this guidance effective December 31, 2012, and the adoption did not have a material impact on the financial statements.

**RESULTS OF OPERATIONS****Comparison of Operating Results for the Year Ended December 31, 2012 and the Year Ended December 31, 2011**

(dollars in thousands)	Year Ended December 31,		\$ Change Favorable/ (Unfavorable)	% Change Favorable/ (Unfavorable)
	2012	2011		
<b>Revenues</b>	\$ 23,639	\$ 22,437	\$ 1,202	5.4%
<b>Operating expenses:</b>				
Cost of revenues	5,138	6,023	885	14.7%
Selling, general and administrative	5,316	4,726	(589)	(12.5%)
Other expenses	372		(372)	NM
Depreciation	8	5	(3)	(48.6%)
	10,834	10,755	(79)	(0.7%)
<b>Operating income</b>	12,805	11,682	1,123	9.6%
Interest expense, net	(1,970)	(1,637)	(333)	(20.3%)
<b>Income before income taxes</b>	10,835	10,045	790	7.9%
Provision for income taxes	4,106	4,026	(80)	(2.0%)
<b>Net income</b>	\$ 6,729	\$ 6,019	\$ 710	11.8%

NM = not meaningful

**Revenues**

For the year ended December 31, 2012, total revenues increased \$1.2 million, or 5%, as compared to the same period in 2011, due to an increase in subscriber revenues, primarily as a result of growth in subscribers.

**Operating Expenses**

Operating expenses increased by \$0.1 million, or 1%, in 2012 as compared to 2011, driven by changes in the following areas:

*Cost of Revenues:* Cost of revenues consists primarily of programming amortization and distribution costs, including origination, transmission, and uplink costs. Cost of revenues decreased \$0.9 million, or 15%, primarily due to a contractual reduction of \$0.7 million in the cost of distribution services.





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### Table of Contents

*Selling, General and Administrative Expenses:* Selling, General and Administrative expenses consists principally of commissions, employee costs, marketing and research, and occupancy costs. Selling, General and Administrative expenses increased \$0.6 million, or 13%, due primarily to an increase in marketing expenses to drive consumer awareness, subscriber growth and viewership.

*Other Expenses:* Other expenses, which includes non-recurring legal and filing related fees related to this transaction, were \$0.4 million, as there were no transaction related expenses in 2011.

*Depreciation Expense:* Depreciation expense, which includes depreciation of fixed assets, was relatively unchanged in 2012 as compared to 2011.

### **Operating Income**

Operating income increased \$1.1 million, or 10%, in 2012 as compared to 2011, due primarily to the growth in revenues.

### **Interest Expense, Net**

Interest expense, net, increased \$0.3 million, or 20%, due primarily to an increase in the average outstanding balance of the term loan, as a result of the refinancing completed in June 2011, and an increase in the interest rate on the term loan.

### **Provision for Income Taxes**

Provision for income taxes increased \$0.1 million, or 2%, due primarily to the increase in income before income taxes.

### **Net Income**

Net income increased \$0.7 million, or 12%, in 2012 as compared to 2011, due to higher operating income offset by higher interest expense.

### **Comparison of Operating Results for the Year Ended December 31, 2011 and the Year Ended December 31, 2010**

(Dollars in thousands)	Year Ended December 31,		\$ Change Favorable/ (Unfavorable)	% Change Favorable/ (Unfavorable)
	2011	2010		
<b>Revenues</b>	<b>\$ 22,437</b>	<b>\$ 21,738</b>	<b>\$ 699</b>	<b>3.2%</b>
<b>Operating expenses:</b>				
Cost of revenues	6,023	6,301	277	4.4%
Selling, general and administrative	4,726	5,156	429	8.3%
Depreciation	5	5		(3.7)%
	10,755	11,462	707	6.2%
<b>Operating income</b>	<b>11,682</b>	<b>10,277</b>	<b>1,405</b>	<b>13.7%</b>
Interest expense, net	(1,637)	(1,516)	(121)	(8.0)%
<b>Income before income taxes</b>	<b>10,045</b>	<b>8,761</b>	<b>1,284</b>	<b>14.7%</b>
Provision for income taxes	4,026	3,112	(914)	(29.4)%
<b>Net income</b>	<b>\$ 6,019</b>	<b>\$ 5,649</b>	<b>\$ 370</b>	<b>6.6%</b>

### **Revenues**

For the year ended December 31, 2011, total revenues increased \$0.7 million, or 3%, as compared to the same period in 2010, due to an increase in subscriber revenues, primarily as a result of growth in subscribers.



Table of Contents

**Operating Expenses**

Operating expenses decreased by \$0.7 million, or 6%, in 2011 as compared to 2010, driven by changes in the following areas:

*Cost of Revenues:* Cost of revenues decreased \$0.3 million, or 4%, primarily as a result of a contractual reduction of \$0.2 million in the cost of distribution services.

*Selling, General and Administrative Expenses:* Selling, General and Administrative expenses decreased \$0.4 million, or 8%, due to a decline in marketing expenses of \$0.3 million.

*Depreciation Expense:* Depreciation expense was relatively unchanged in 2011 as compared to 2010.

**Operating Income**

Operating income increased \$1.4 million, or 14%, in 2011 as compared to 2010, due to growth in revenues and a decline in expenses.

**Interest Expense, Net**

Interest expense, net, increased \$0.1 million, or 8%, due primarily to an increase in the average outstanding balance of the term loan as a result of the refinancing completed in June 2011.

**Provision for Income Taxes**

Provision for income taxes increased \$0.9 million, or 29%, due primarily to the increase in income before income taxes.

**Net Income**

Net income increased \$0.4 million, or 7%, in 2011 as compared to 2010, due to higher operating income offset by higher income taxes.

**LIQUIDITY AND CAPITAL RESOURCES**

*Sources and Uses of Cash*

Cinelatino's principal sources of cash are cash on hand and cash flows from operating activities. As of December 31, 2012 and 2011, Cinelatino had \$11.4 million and \$8.4 million, respectively of cash on hand.

Cinelatino's primary uses of cash include the acquisition of programming, operational costs, personnel costs, interest payments on its outstanding debt and income tax payments.

Management believes cash on hand and cash flow from operations will be sufficient to meet its current contractual financial obligations and to fund anticipated working capital and capital expenditure requirements for existing operations. Cinelatino's current financial obligations include maturities of debt and other commitments from ordinary course of business that require cash payments to vendors and suppliers.

Table of Contents**Cash Flows**

(in thousands of dollars)	Year Ended December 31,		
	2012	2011	2010
Cash provided by (used in):			
Operating Activities	\$ 8,054	\$ 9,136	\$ 5,433
Investing Activities	(16)	(4)	
Financing Activities	(4,949)	(6,125)	(8,199)
<b>Net increase (decrease) in Cash and Cash Equivalents</b>	<b>\$ 3,089</b>	<b>\$ 3,007</b>	<b>\$ (2,766)</b>

**Comparison for the Year Ended December 31, 2012 and the Year Ended December 31, 2011****Operating Activities**

Cash provided by operating activities is primarily driven by Cinelatino's net income, adjusted for non-cash items and changes in working capital. Non-cash items consist primarily of amortization of programming rights, amortization of deferred financing costs, and deferred income taxes.

Net cash provided by operating activities decreased \$1.1 million for the year ended December 31, 2012, as compared to the same period in 2011, due to a \$0.6 million decrease in non-cash items and a \$1.2 million increase in net working capital, offset in part by an \$0.7 million increase in net income. Non-cash items decreased primarily as a result of a \$0.3 million decrease in deferred income taxes, a \$0.2 million decrease in programming amortization and a \$0.1 million decrease in amortization of deferred financing costs.

**Investing Activities**

Net cash used in investing activities during the year ended December 31, 2012, was relatively unchanged as compared to the same period in 2011.

**Financing Activities**

Net cash used in financing activities decreased \$1.2 million during the year ended December 31, 2012, as compared to the same period in 2011, due to a distribution paid to shareholders in June 2011 of \$23.2 million funded in large part by proceeds from a new term loan of \$19.3 million, offset in part by an increase in repayments of the term loan of \$2.8 million.

**Comparison for the Year Ended December 31, 2011 and the Year Ended December 31, 2010****Operating Activities**

Net cash provided by operating activities increased \$3.7 million for the year ended December 31, 2011, as compared to same period in 2010, due to a \$0.4 million increase in net income and a \$3.3 million decrease in net working capital.

**Investing Activities**

Net cash used in investing activities during the year ended December 31, 2011, was relatively unchanged as compared to the same period in 2010.

Table of Contents

**Financing Activities**

Net cash used in financing activities decreased \$2.1 million due to a decrease in repayments of the term loan of \$2.0 million, and though distributions to stockholders increased \$19.1 million it was funded with net proceeds from the new loan of \$19.2 million.

**Discussion of Indebtedness**

During 2011, Cinelatino amended its credit facility with the General Electric Capital Corporation, as sole lead arranger and bookrunner (the "Cinelatino Term Loan"), increasing its maximum borrowing to \$40.0 million. The loan bears interest at LIBOR plus 4% (4.31% as of December 31, 2012) and matures in June 2017. Principal and interest payments are due quarterly and a balloon payment of the remaining principal is due at maturity. Amounts outstanding under the Cinelatino Term Loan as of December 31, 2012 were \$33,050,868.

The Cinelatino Term Loan contains certain covenants that limit Cinelatino's ability and the ability of the subsidiaries of Cinelatino to incur additional indebtedness, pay dividends or make other payments, make loans and investments, sell assets, incur certain liens, enter into transactions with affiliates, and consolidate, merge or sell assets.

In 2012, Cinelatino made term loan principal repayments of \$4.9 million.

In connection with the Transaction, Cinelatino, the lenders thereto and the agent thereto amended the Cinelatino Term Loan to ensure that the "change of control" provision contained therein will not be violated by the mergers contemplated by the Transaction. As of December 31, 2012, Cinelatino was in compliance with the financial covenants of the Cinelatino Term Loan. The Cinelatino Term Loan will remain outstanding after the consummation of the Transaction.

During 2011, Cinelatino entered into an interest rate cap and an interest rate swap agreement which as of December 31, 2012 had outstanding notional amounts of \$0 and \$17,000,000, respectively. The interest rate cap agreement limited the LIBOR rate on \$19,000,000 of the Cinelatino Term Loan borrowed to a maximum 1.0% rate. The interest rate cap matured on June 30, 2012. The interest rate swap agreement converts the variable interest rate of LIBOR on \$18,000,000 of the Cinelatino Term Loan to a fixed rate of 1.195%. The interest rate swap became effective on June 30, 2012, and matures on July 8, 2013. The effective portion of the change in fair values of the interest rate cap and swap is reported as a component of other comprehensive income and is reclassified into interest expense in the same period or periods during which the hedged transaction affects earnings. These derivative instruments are being utilized to manage interest rate exposure over the period of the derivative instruments and are designated as highly effective cash flow hedges.

Cinelatino may declare and directly or indirectly pay cash dividends and distributions to its stockholders in any fiscal year provided (i) no default under the Cinelatino Credit Agreement shall have occurred and be continuing or would result therefrom, (ii) the consolidated leverage ratio (as defined in the Cinelatino Credit Agreement) was less than or equal to 2.00 to 1.00, (iii) no such cash dividend or distribution may be paid in excess of \$20,000,000 in the aggregate for all such dividends or distributions for the term of the agreement, (iv) no such cash dividend or distribution may be paid in any fiscal year until after Cinelatino makes the mandatory prepayment from excess cash flow required in such fiscal year, (v) the aggregate amount of such cash dividends and distributions paid in any fiscal year shall not exceed an amount equal to (x) excess cash flow for the preceding year minus (y) the amount of excess cash flow for such preceding year required to be applied to the prepayment of the loans and (vi) immediately before and immediately after giving pro forma effect to any such payment, the Borrower shall be in compliance with all covenants contained in the Cinelatino Credit Agreement.

Table of Contents**Contractual Obligations**

Cinelatino's contractual obligations as of December 31, 2012 are as follows:

As of December 31, 2012 (Dollars in thousands)	Total	Less than 1 Year	1 - 3 Years	4 - 5 Years	After 5 Years
Long-term debt, including current portion(1)	\$ 33,051	\$ 4,370	\$ 8,280	\$ 20,400	\$
Other commitments	3,647	2,376	1,270		
<b>Total</b>	<b>\$ 36,698</b>	<b>\$ 6,747</b>	<b>\$ 9,551</b>	<b>\$ 20,400</b>	<b>\$</b>

(1) Excludes interest on the debt.

**OFF-BALANCE SHEET ARRANGEMENTS**

Cinelatino does not have any off-balance sheet financing arrangements.

**QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Cinelatino maintains an interest rate risk management strategy that uses interest rate cap and swap derivative instruments, as discussed above, to minimize significant, unanticipated earnings fluctuations caused by interest rate volatility related to its LIBOR-based borrowing on the Cinelatino Term Loan.

Cinelatino is exposed to the impact of changes in interest rates primarily through the unhedged portion of the Cinelatino Term Loan, which is variable-rate debt with a total outstanding balance of \$33.1 million as of December 31, 2012. An increase in the interest rate of 100 basis points would result in an increase of interest expense of \$0.3 million per year, based upon the current Cinelatino Term Loan balance. Such potential increase is based on certain simplifying assumptions, including a constant level of debt, no interest rate hedges, and an immediate, across-the-board increase in the level of interest rates with no other subsequent changes for one year.

Table of Contents

**CINELATINO SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND  
MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The following table sets forth information regarding the beneficial ownership based on 3,000,000 shares of Cinelatino's common stock outstanding as of February 27, 2013, based on information obtained from the persons named below, with respect to the beneficial ownership of shares of Cinelatino's common stock by:

each person known by Cinelatino to be the beneficial owner of more than 5% of Cinelatino's outstanding shares of common stock;

each of Cinelatino's officers and directors; and

all Cinelatino officers and directors as a group.

Unless otherwise indicated, Cinelatino believes that all persons named in the table have sole investment power with respect to all shares of common stock beneficially owned by them.

Name	Number Of Shares Beneficially Owned(1)	Percent Of Common Stock
InterMedia Cine Latino, LLC(2)	1,425,000	47.5%
Cinema Aeropuerto, S.A. de C.V.(3)	1,425,000	47.5%
James M. McNamara(4)	150,000	5.0%

- (1) The amounts and percentages of our ordinary shares beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. Under these rules, more than one person may be deemed to be a beneficial owner of such securities as to which such person has an economic interest.
- (2) InterMedia Cine Latino, LLC is an affiliate of, and is controlled by, InterMedia Partners VII, L.P. (the "Fund"). InterMedia Partners, L.P. (the "GP") is the general partner of the Fund. Messrs. Hindery and Kern serve as the managers of the GP. Each of InterMedia Cine Latino, LLC, the Fund and the GP, as well as Messrs. Hindery and Kern (in their capacities as managers of the GP), may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the ordinary shares owned by InterMedia Cine Latino, LLC through their respective direct or indirect ownership of the equity interests of InterMedia Cine Latino, LLC. The Fund, the GP, and Messrs. Hindery and Kern disclaim beneficial ownership of the shares held by InterMedia Cine Latino, LLC except to the extent of their pecuniary interest therein. The address of InterMedia Cine Latino LLC is c/o InterMedia Partners, L.P., 405 Lexington Avenue, 48th Floor, New York, New York, 10174.
- (3) Cinema Aeropuerto, S.A. de C.V. ("Cinema Aeropuerto") is an indirect wholly-owned subsidiary of, and is controlled by, Grupo MVS, S.A. de C.V. ("MVS"). Certain individuals of the Vargas Guajardo family (in their capacity as controlling stockholder in the capital stock of MVS through a trust) and MVS, may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the ordinary shares owned by Cinema Aeropuerto. The corresponding members of the Vargas Guajardo family and MVS disclaim beneficial ownership of the shares held by Cinema Aeropuerto, except to the extent of their pecuniary interest therein. Cinema Aeropuerto's principal place of business is Blvd. Manuel Ávila Camacho 147, Chapultepec Morales, 11510 Ciudad de México, Distrito Federal, México.
- (4) Principal place of business is c/o Panamax Films, LLC 2000 Ponce de Leon Blvd. Suite 500 Coral Gables, FL 33134.





Table of Contents

**CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE**

*Certain Relationships and Related Transactions of Azteca*

In April 2011, Azteca issued an aggregate of 2,875,000 Founder Shares to Azteca's Sponsor for an aggregate purchase price of \$25,000 in cash, or approximately \$0.0087 per share. On June 8, 2011, the sponsor transferred 50,000 shares to each of John Engelman and Alfredo Elias Ayub, Azteca's two independent directors.

On August 15, 2011, as a result of the underwriter of the initial public offering electing not to exercise the over-allotment option, the Azteca Initial Stockholders forfeited an aggregate of 375,000 shares of Azteca common stock and as a result, there are 12,500,000 shares of Azteca common stock issued and outstanding as of the date of this proxy statement/prospectus.

Pursuant to a letter agreement with Azteca, the Azteca Initial Stockholders have agreed that 735,294 Founder Shares will be subject to forfeiture by the Azteca Initial Stockholders as follows: (1) 378,788 Founder Shares will be subject to forfeiture in the event the closing sales price of Azteca's common stock does not equal or exceed \$15.00 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within at least one 30-trading day period within 36 months following the closing of a business combination and (2) 356,506 Founder Shares will be subject to forfeiture in the event the closing sales price of Azteca's common stock does not equal or exceed \$12.50 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like) for any 20 trading days within at least one 30-trading day period within 36 months following the closing of a business combination. Any forfeiture of shares will be effected by Azteca redeeming such shares from the Azteca Initial Stockholders for nominal consideration pursuant to the provisions of the insider letter entered into between Azteca and Azteca's Sponsor prior to the consummation of the initial public offering. If such shares are forfeited, Azteca would record the aggregate fair value of the shares forfeited and reacquired to treasury shares and a corresponding credit to additional paid-in capital based on the difference between the fair market value of the forfeited shares and the price paid to Azteca for such forfeited shares of approximately \$6,397. Upon receipt, such forfeited shares would then be immediately cancelled, which would result in the retirement of the treasury shares and a corresponding charge to additional paid-in capital.

In connection with the Transaction, such Founder Shares will be converted into Hemisphere Class A common stock and will be subject to the same forfeiture provisions described above. In addition, the Azteca Initial Stockholders also agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to forfeiture provisions similar to those set forth above. Specifically, (i) 125,000 shares of Hemisphere Class A common stock received in the Transaction are subject to forfeiture if Hemisphere Class A common stock does not equal or exceed the \$15.00 per share target price discussed above and (ii) 125,000 shares of Hemisphere Class A common stock received in the Transaction are subject to forfeiture if Hemisphere's Class A common stock does not equal or exceed the \$12.50 per share target price discussed above. Each of these forfeiture provisions shall survive for a period of 60 months following the consummation of the Transaction. Additionally, in connection with the Transaction, the Azteca Initial Stockholders have agreed to contribute an aggregate of 250,000 Founder Shares to Azteca for no consideration immediately prior to the consummation of the Transaction, and such shares will be cancelled.

Azteca's Sponsor purchased an aggregate of 4,666,667 warrants in a private placement that occurred simultaneously with the closing of the initial public offering. Each such Sponsor Warrant entitles the holder to purchase one share of common stock at \$12.00 per share. The Sponsor Warrants (including the shares of common stock issuable upon exercise of the Sponsor Warrants) may not, subject to certain limited exceptions, be transferred, assigned or sold by it until 30 days after the completion of the Transaction.

Table of Contents

On March 6, 2012, Azteca's Sponsor sold all of the Sponsor Warrants to Brener International Group, LLC, an affiliate of Azteca's Sponsor and Mr. Brener. Azteca will purchase from the Current Sponsor Warranholders, 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction.

On December 7, 2012, (i) Azteca's Sponsor sold 160,000 Founder Shares to each of Mr. Fleissig and Mr. Albán for an aggregate purchase price of \$1.00 (the "Share Purchase Price") paid by each of Mr. Fleissig and Mr. Albán, respectively and (ii) Brener International Group, LLC sold 311,111 Sponsor Warrants to each of Mr. Fleissig and Mr. Albán for an aggregate purchase price of \$1.00 (the "Warrant Purchase Price") paid by each of Mr. Fleissig and Mr. Albán, respectively. In connection therewith, each of Mr. Fleissig and Mr. Albán agreed that if the market price of Azteca common stock is less than \$3.11 per share on the one year anniversary of the consummation of the Transaction (the "Make Whole Date"), each of Mr. Fleissig and Mr. Albán is obligated to sell a sufficient number of Founder Shares (including shares subject to forfeiture) and Sponsor Warrants to Azteca's Sponsor and Brener International Group, at the Share Purchase Price and the Warrant Purchase Price, respectively, having a value equal to the difference between (A) the sum of (i) all proceeds received by Azteca's Sponsor and Brener International Group from the sale, redemption or other disposal of shares of Azteca common stock (including shares subject to forfeiture which have been earned) and Sponsor Warrants through the Make Whole Date plus (ii) the aggregate market price of all shares of Azteca common stock (including shares subject to forfeiture which have been earned) and Sponsor Warrants then owned by Azteca's Sponsor and Brener International Group and (B) the sum of (i) \$2,333,333, plus (ii) a seven percent (7%) annualized return on \$2,333,333, calculated from the date of purchase of the Sponsor Warrants by Azteca's Sponsor through the Make Whole Date. The rights and obligations of Azteca's Sponsor, Brener International Group, Mr. Fleissig and Mr. Albán shall be applicable to the Hemisphere Class A common stock and the warrants to be received by Mr. Fleissig and Mr. Albán upon consummation of the Transaction. The transfer of securities pursuant to the Securities Purchase Agreements dated December 7, 2012 among Azteca's Sponsor and Brener International Group, on the one hand, and each of Mr. Fleissig and Mr. Albán, on the other hand, shall apply only up to the maximum number of securities purchased by Mr. Fleissig and Mr. Albán thereunder and will not require either Mr. Fleissig or Mr. Albán to remit any cash or other compensation to Azteca's Sponsor or Brener International Group, other than securities purchased thereunder.

Each of Azteca's officers and directors (other than its independent directors) has agreed, pursuant to a written agreement with Azteca, that until the earliest of Azteca's initial business combination, Azteca's liquidation or such time as he ceases to be an officer or director, to present to us for Azteca's consideration, prior to presentation to any other entity, any suitable business combination opportunities, subject to any pre-existing fiduciary or contractual obligations he might have. If any of Azteca's officers or directors (other than its independent directors) becomes aware of Azteca's initial business combination opportunity that falls within the line of business of any entity to which he has pre-existing fiduciary or contractual obligations, he may be required to present such business combination opportunity to such entity prior to presenting such business combination opportunity to Azteca. With the exception of Messrs. Gabriel Brener and Pablo Brener, none of Azteca's officers or directors currently has fiduciary duties or contractual obligations that may take priority over their duties to Azteca.

Galco, Inc., an affiliate of Azteca's Sponsor has agreed, from June 30, 2011 through the earlier of Azteca's consummation of Azteca's initial business combination and Azteca's liquidation, to make available to Azteca office space, utilities and secretarial and administrative services, as Azteca may require from time to time. Azteca has agreed to pay its sponsor or an affiliate of its sponsor \$10,000 per month for these services. However, this arrangement is solely for Azteca's benefit and is not intended to provide its sponsor with compensation in lieu of salary. Azteca believes, based on rents and

Table of Contents

fees for similar services in the Beverly Hills metropolitan area, that the fee charged by Azteca's Sponsor is at least as favorable as Azteca could have obtained from an unaffiliated person.

Other than the \$10,000 per-month administrative fee paid to Galco, Inc., an affiliate of Azteca's Sponsor, and reimbursement of any out-of-pocket expenses incurred in connection with activities on Azteca's behalf such as identifying potential target businesses and performing due diligence on suitable business combinations, no compensation or fees of any kind, including finder's fees, consulting fees or other similar compensation, will be paid to Azteca's Sponsor, officers or directors, or to any of their respective affiliates, prior to or with respect to its initial business combination (regardless of the type of transaction that it is). Azteca's independent directors review on a quarterly basis all payments that were made to its sponsor, officers, directors or their affiliates and are responsible for reviewing and approving all related party transactions as defined under Item 404 of Regulation S-K, after reviewing each such transaction for potential conflicts of interest and other improprieties.

Azteca's Sponsor advanced to Azteca an aggregate of \$100,000 to cover expenses related to the initial public offering. This loan was repaid on July 7, 2011 upon the closing of the initial public offering.

Azteca's Sponsor has agreed to loan Azteca such funds as may be necessary to fund working capital of Azteca in an amount not to exceed \$250,000. The loan will be non-interest bearing and will be payable by Azteca or Hemisphere at or prior to the consummation of the Transaction.

After Azteca's initial business combination, members of its management team who remain with Azteca may be paid consulting, management or other fees from the combined company with any and all amounts being fully disclosed to its stockholders, to the extent then known, in the tender offer or proxy solicitation materials, as applicable, furnished to its stockholders. It is unlikely the amount of such compensation will be known at the time of distribution of such tender offer materials or at the time of a stockholder meeting held to consider Azteca's initial business combination, as applicable, as it will be up to the directors of the post-combination business to determine executive and director compensation.

All ongoing and future transactions between Azteca and any member of its management team or his or her respective affiliates will be on terms believed by Azteca at that time, based upon other similar arrangements known to Azteca, to be no less favorable to Azteca than are available from unaffiliated third parties. It is Azteca's intention to obtain estimates from unaffiliated third parties for similar goods or services to ascertain whether such transactions with affiliates are on terms that are no less favorable to Azteca than are otherwise available from such unaffiliated third parties. If a transaction with an affiliated third party were found to be on terms less favorable to us than with an unaffiliated third party, Azteca would not engage in such transaction.

***Certain Relationships and Related Transactions of WAPA***

In March 2011, WAPA entered into an agreement with the WAPA Member to provide management services, including strategic planning, assistance with licensing of programming rights, and participation in distribution negotiations with cable and satellite operators (the "Management Services Fee"). This agreement replaced a prior agreement entered into between the parties in 2007. The Management Services Fee is payable so long as no default shall have occurred or would result therefrom. Pursuant to the WAPA Loan Agreement (as defined herein), the payment of the Management Services Fee is expressly subordinate and junior in right of payment and exercise of remedies to the payment in full of the related term loan. Total expenses for management services for the years ended December 31, 2012, 2011 and 2010 amounted to \$625,000, \$625,000 and \$250,000, respectively. Upon consummation of the Transaction, this agreement will be terminated.

Table of Contents

***Certain Relationships and Related Transactions of Cinelatino***

Cinelatino is party to certain agreements with MVS, with which Cinelatino has certain officers and stockholders in common and whose affiliate, Cinema Aeropuerto, owns 47.5% of Cinelatino. These agreements include:

An agreement to provide satellite and support services including origination, uplinking and satellite delivery of two feeds of Cinelatino's channel (for U.S. and Latin America), master control and monitoring, dubbing, subtitling and close captioning, and other support services (the "Satellite and Support Services Agreement"). Total expenses incurred by Cinelatino for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$2,836,000, \$3,565,000, and \$3,815,000, respectively. The Satellite and Support Services Agreement expires on August 1, 2017.

A distribution agreement giving MVS the exclusive right to negotiate the terms of the distribution, subdistribution and exhibition of Cinelatino throughout the United States of America. The agreement stipulates a distribution fee of 13.5% of the revenue received from all U.S. distributors. Total expenses incurred by Cinelatino for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$2,458,000, \$2,398,000 and \$2,355,000, respectively. Upon consummation of the Transaction, this agreement will terminate with an effective date of January 1, 2013. In consideration for such termination, Hemisphere will make a cash payment to MVS in an amount equal to \$3,800,000.

A ten-year master license agreement through July 2017, which grants MVS the exclusive rights to duplicate, distribute and exhibit Cinelatino's service via cable, satellite or by any other means in Latin America and in Mexico to the extent that Mexico distribution is not owned by MVS. Pursuant to the agreement, Cinelatino receives revenue net of MVS's distribution fees, which is presently equal to 13.5% of all license fees collected from distributors in Latin America and Mexico. Total revenues recognized by Cinelatino for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$2,496,000, \$2,194,000 and \$1,885,000, respectively. Upon consummation of the Transaction, this agreement will be amended such that MVS' rights to duplicate, distribute and exhibit Cinelatino's service will be non-exclusive on a going forward basis (except with respect to pre-existing distribution arrangements between MVS and third party distributors that are effective at the time of the amendment).

A six-year affiliation agreement through December 2014 for the distribution and exhibit of Cinelatino's programming service through Dish Mexico (doing business as Commercializadora de Frecuencias Satelitales, S de R.L. de C.V.), an MVS affiliate that transmits television programming services throughout Mexico. Total revenues recognized for the years ended December 31, 2012, 2011 and 2010 amounted to approximately \$1,702,000, \$1,569,000, and \$1,250,000, respectively. Upon consummation of the Transaction, this agreement will be amended such that the term will be extended until August 1, 2017.

Cinelatino has a five-year consulting agreement with an entity owned by Cinelatino's non-executive chairman and 5% stockholder James M. McNamara to provide the development, production and maintenance of programming, affiliate relations, identification and negotiation of carriage opportunities, and the development, identification and negotiation of new business initiatives including sponsorship, new channels, direct-to-consumer programs and other interactive initiatives through April 2013. Total expenses incurred under the consulting agreement for each of the years ended December 31, 2012, 2011 and 2010 amounted to \$230,000, \$230,000 and \$194,000, respectively.

Cinelatino entered into programming agreements with an entity owned by James M. McNamara for the distribution of three specific movie titles. As of December 31, 2012 and December 31, 2011, \$112,500 and \$150,000, respectively, is included in other assets as prepaid programming related to these

Table of Contents

agreements. As of December 31, 2012 and December 31, 2011, approximately \$103,800 and \$73,800, respectively, is included in programming rights related to these agreements.

***Certain Relationships and Related Transactions of Hemisphere***

In connection with the Transaction, Cinema Aerpuerto and Hemisphere entered into a letter agreement governing the terms of Cinema Aerpuerto's ownership of shares of Hemisphere common stock from and after the Effective Time. Pursuant to the terms of the letter agreement, Cinema Aerpuerto agrees that at no time shall it own an amount of shares of Hemisphere common stock having in excess of 20% of the voting power of all of the issued and outstanding shares of Hemisphere common stock. If, at any time after consummation of the Transaction, Cinema Aerpuerto's ownership of shares of Hemisphere common stock would result in Cinema Aerpuerto having voting power in excess of 20% of the voting power of all of the issued and outstanding shares of Hemisphere common stock, Cinema Aerpuerto agrees that it will convert a portion or all, as applicable, of its shares of Hemisphere Class B common stock into shares of Hemisphere Class A common stock pursuant to the terms of the amended and restated certificate of incorporation of Hemisphere, so as to ensure that the voting power of its shares does not exceed 20% of the voting power of all of the issued and outstanding shares of Hemisphere common stock.

In addition, pursuant to the terms of the letter agreement, Cinema Aerpuerto agrees that Hemisphere has the right, as specified in the amended and restated certificate of incorporation of Hemisphere, to require the conversion of Cinema Aerpuerto's shares of Hemisphere Class B common stock into shares of Hemisphere Class A common stock in the event of an issuance by Hemisphere of its capital stock in connection with an acquisition of the stock or assets of another person or entity or a merger or other business combination with an entity in which the consideration payable consists of or includes capital stock of Hemisphere, in each case in an amount that may result in an FCC Regulatory Limitation being imposed on Hemisphere.

Table of Contents

**GOVERNMENT REGULATION OF HEMISPHERE**

Upon consummation of the Transaction, Hemisphere's operations will be subject to and affected by various statutes and government regulations, as well as certain U.S. federal, state, territorial, and local government authorities. In particular, Hemisphere's broadcast television and cable network operations, through its interests in WAPA and Cinelatino, will be subject to regulation by the FCC under the Communications Act. Under authority of the Communications Act, the FCC, among other things, assigns frequency bands for broadcast stations, including the WAPA PR station, and other uses; determines the location, frequency and operating power of stations; grants permits and licenses to construct and operate television stations on particular frequencies; issues, revokes, modifies and renews television broadcast station licenses; regulates equipment used by stations; determines whether to approve changes in ownership or control of station licenses; and adopts and implements regulations and policies which directly or indirectly affect the ownership, operations and profitability of broadcasting stations. Additionally, the FCC's rules require broadcast stations to implement equal employment opportunity outreach programs and maintain records and make filings with the FCC evidencing such efforts.

The FCC has also adopted various rules that regulate the content of programming broadcast by television stations, including the WAPA PR stations, and carried by cable networks, including WAPA America and Cinelatino. These rules regulate, among other things, children's programming, sponsorship identification disclosures, closed captioning of certain television programming, and obscene, indecent and profane content. The FCC could also adopt other regulations that affect cable networks, such as the requirement that the cable programming services be on an "à la carte" basis, which could affect their business operations. The FCC has the power to impose penalties for violations of its rules.

The following is a brief summary of certain provisions of the Communications Act, and specific FCC rules and policies and certain other statutes and regulations. The summaries are not intended to describe all present and proposed statutes and FCC rules and regulations that impact television and cable network operations. Failure to observe the provisions of the Communications Act and the FCC's rules and policies can result in the imposition of various sanctions, including monetary forfeitures, the grant of "short-term" (less than the maximum term) broadcast license renewals or, for particularly egregious violations, the denial of a broadcast license renewal application, the revocation of a broadcast license, or the withholding of approval for acquisition of additional broadcast properties.

**Commission Approval of Transfer of Control of FCC Licenses**

The FCC's prior approval is required for the transfer of control that will occur with regard to the FCC-issued television broadcast, wireless, and earth station licenses (the "FCC Licenses") held by WAPA PR due to the transaction contemplated by the Transaction. As the transaction contemplated by the Transaction will not affect the ultimate control of the FCC Licenses, which will be controlled, both before and after the contemplated transaction, by the same individuals, the FCC treated the transaction as a pro forma transfer of control. The FCC granted its consent in February 2013.

Should a subsequent transaction involving Hemisphere result in a transfer of control from the individuals that currently have ultimate control of the FCC Licenses to other parties, the FCC's prior approval would also be needed for that transaction. The applications seeking the FCC's consent for such a transfer of control or assignment of the licenses to new parties would be subject to a formal public notice and comment period during which petitions to deny the applications would be accepted by the FCC.

Such a subsequent transaction would also require the FCC to continue to classify television stations WNJX-TV and WTIN-TV as "satellite" stations of WAPA-TV. Stations granted satellite status are exempt from the FCC's local television ownership rule. Thus, this status permits the common ownership of the three WAPA PR broadcast stations that would not otherwise be permitted. WNJX-TV

Table of Contents

and WTIN-TV were first accorded satellite status in 2001 due to the unique circumstances of the Puerto Rico market, including its topography and economic conditions. The FCC continued the grant of satellite status to WNJX-TV and WTIN-TV as to WAPA-TV when WAPA acquired its 100% economic interest in the FCC licensee of the three WAPA PR broadcast stations in 2007.

**FCC Licenses and Renewal**

The Communications Act permits the operation of a broadcast station only in accordance with a license issued by the FCC upon a finding that the grant of a license would serve the public interest, convenience and necessity. The FCC grants broadcast licenses for specified periods of time and, upon application, may renew the licenses for additional terms (ordinarily for the full term of eight years). Generally, the FCC renews a broadcast license upon a finding that (i) the broadcast station has served the public interest, convenience and necessity; (ii) there have been no serious violations by the licensee of the Communications Act or the FCC's rules; and (iii) there have been no other violations by the licensee of the Communications Act or other FCC rules which, taken together, indicate a pattern of abuse. After considering these factors, the FCC may renew a broadcast station's license, either with conditions or without, or it may designate the renewal application for hearing. Currently license renewal applications for the three WAPA PR broadcast stations are pending with the FCC. Assurances cannot be made that any of WAPA PR's licenses will be renewed. The failure to renew any of WAPA PR's licenses upon the expiration of any license term could have a material adverse effect on its business. Under the Communications Act, the term of a broadcast license is automatically extended pending the FCC's processing of a renewal application.

With the exception of a wireless license for a weather radar system, which expires in 2015, each of the wireless licenses held by WAPA PR expires on the same date as the license of the broadcast television station with which it is associated. WAPA PR's two earth station licenses have expiration dates in 2025.

**Digital Television**

As of June 12, 2009, all full-power broadcast television stations were required to cease broadcasting analog programming and convert to all digital broadcasts. Digital broadcasting allows stations to offer digital channels for a wide variety of services such as high definition video programming, multiple channels of standard definition video programming, such as WAPA 2 Deportes, data, and other types of communications. Each station is required to provide at least one free over-the-air video program signal.

To the extent a station has "excess" digital capacity (i.e., digital capacity not used to transmit free, over-the-air video programming), it may elect to use that capacity in any manner consistent with FCC technical requirements, including for data transmission, interactive or subscription video services, or paging and information services. If a station uses its digital capacity to provide any such "ancillary or supplementary" services on a subscription or otherwise "feeable" basis, it must pay the FCC an annual fee equal to 5% of the gross revenues realized from such services.

**Media Ownership Restrictions and FCC Proceedings**

The FCC's broadcast ownership rules affect the number, type and location of broadcast and newspaper properties that Hemisphere will be allowed to hold or acquire. The rules now in effect limit the common ownership, operation or control of, and "attributable" interests or voting power in: (i) television stations serving the same area; (ii) television stations and daily newspapers serving the same area; and (iii) television stations and radio stations serving the same area. The rules also limit the aggregate national audience reach of television stations that may be under common ownership, operation and control, or in which a single person or entity may hold an official position or have more



Table of Contents

than a specified interest or percentage of voting power. The FCC's rules also define the types of positions and interests that are considered attributable for purposes of the ownership limits, which will also apply to Hemisphere principals and certain investors.

The FCC is required by statute to review all of its broadcast ownership rules every four years to determine if such rules remain necessary in the public interest. In 2007, the FCC adopted a Report and Order fulfilling the FCC's obligation to review its media ownership rules every four years. That Order left most of the FCC's existing ownership restrictions in place, but modified the newspaper/broadcast cross-ownership restriction. A number of parties appealed the FCC's order; those appeals were consolidated in the United States Court of Appeals for the Third Circuit ("Third Circuit"). In May 2010, while these appeals were still pending, the FCC began a new comprehensive review of its broadcast ownership rules to determine whether the rules remain necessary in the public interest by releasing a Notice of Inquiry ("Ownership NOI"). The Ownership NOI sought comments on (1) whether the current rules continue to foster competition, localism, and diversity; (2) how to define, measure, and promote competition, localism and diversity; and (3) how to weigh these public interest goals if there is conflict between them. In July 2011, the Third Circuit vacated and remanded the FCC's 2007 changes to the newspaper/broadcast cross-ownership rule, but upheld the FCC's retention of the remainder of its media ownership rules. In December 2011, the FCC issued a Notice of Proposed Rulemaking (the "2011 NPRM") that addressed issues remanded by the Third Circuit. In addition, the 2011 NPRM requested comments on the FCC's proposals to leave the local TV ownership rule and local radio ownership rule largely intact; eliminate the radio/television cross-ownership rule; and presumptively permit waivers of the newspaper/broadcast cross-ownership ban in the 20 largest television markets. Finally, the 2011 NPRM requested comments on whether local news service agreements and/or shared services agreements should be considered attributable for purposes of applying the media ownership restrictions. The FCC recently sought additional comments in this proceeding based on information from broadcast ownership reports regarding minority and female ownership of broadcast stations. Comments and reply comments have been filed as of January 4, 2013. The FCC has not issued an order addressing the 2011 NPRM.

The FCC is also seeking comments on whether certain broadcast ownership interests that are not deemed attributable to the interest holder under the FCC's rules should nonetheless be reported to the FCC on the biennial ownership reports that broadcast licensees file with the FCC. Such a requirement might require Hemisphere and its interest holders to obtain additional information about some of its interest holders and report that information on the biennial ownership reports that are filed with the FCC in connection with WAPA PR. Comments on this proposal are due February 14, 2013 and reply comments are due March 1, 2013.

Certain of the FCC's ownership rules that are currently in effect are briefly summarized below.

**Local Television Ownership Rule**

Under the local television ownership rule, one party may own, operate, or control up to two television stations in a market, so long as the market would have at least eight independently owned full power television stations after the combination and at least one of the stations is not one of the top-four-rated stations (based on audience share) in the television market. The rule also permits the ownership, operation or control of two television stations in a market as long as the stations' Noise Limited Service contours do not overlap. In 2011 the FCC sought comments on its proposal to eliminate the contour overlap exception that permits common ownership of two television stations in the same market. At that time, the FCC proposed to grandfather existing common ownership of stations that would not be permitted after the elimination of this exception. The matter remains pending. Broadcast stations designated by the FCC as "satellite" stations are exempt from the local television ownership rule. WNJX-TV and WTIN-TV have been designated by the FCC as "satellite" stations of WAPA-TV. The FCC may also waive its local television ownership rule to permit ownership,

Table of Contents

operation or control of two television stations in a market that would not otherwise be permissible if one of the stations is in involuntary bankruptcy, is a "failed" station, or is "failing" (i.e., stations with negative cash flow and less than a four share all day audience rating). Under the rule, the licensee of a television station that provides more than 15% of another in-market station's weekly programming will be deemed to have an attributable interest in the other station.

**Radio-Television Cross-Ownership Rule**

The radio-television cross-ownership rule generally allows common ownership of one or two television stations and up to six radio stations, or, in certain circumstances, one television station and seven radio stations, in any market where at least 20 independent voices would remain after the combination; two television stations and up to four radio stations in a market where at least 10 independent voices would remain after the combination; and one television and one radio station notwithstanding the number of independent voices in the market. A "voice" generally includes independently owned, same-market commercial and noncommercial broadcast television and radio stations, newspapers of certain minimum circulation, and one cable system per market.

**Cross Media Limits**

Under the currently effective newspaper-broadcast cross-ownership rule, unless grandfathered or subject to waiver, no party can have an attributable interest in both a daily English-language newspaper and either a television station or a radio station in the same market if specified signal contours of the television station or the radio station encompass the entire community in which the newspaper is published. The FCC is considering whether to relax this rule.

**Attribution Rules**

Under the FCC's ownership rules, a direct or indirect purchaser of Hemisphere shares could violate FCC regulations if that purchaser owned or acquired an "attributable" interest in other media properties in the Puerto Rico market. Pursuant to FCC rules, the following relationships and interests are generally considered attributable for purposes of broadcast ownership restrictions: (i) all officers and directors of a corporate licensee and its direct or indirect parent(s); (ii) voting stock interests of at least five percent; (iii) voting stock interests of at least 20 percent, if the holder is a passive institutional investor (such as an investment company, bank, or insurance company); (iv) any equity interest in a limited partnership or limited liability company, unless properly "insulated" from management activities; (v) equity and/or debt interests that in the aggregate exceed 33 percent of a licensee's total assets, if the interest holder supplies more than 15 percent of the station's total weekly programming or is a same-market broadcast company or daily newspaper publisher; (vi) time brokerage of a broadcast station by a same-market broadcast company; and (vii) same-market radio joint sales agreements.

Management services agreements and other types of shared services arrangements between same-market stations that do not include attributable time brokerage or joint sales components generally are not deemed attributable under the FCC's current rules and policies.

To WAPA's knowledge, no officer, director, five percent voting stockholder, or other attributable interest holder currently holds an attributable interest in another television station, radio station or daily newspaper that is inconsistent with the FCC's ownership rules and policies or with our ownership of WAPA PR's stations.

**Alien Ownership Restrictions**

Under the Communications Act, a broadcast license may not be granted to or held by any corporation that has more than 20% of its capital stock owned or voted by non-U.S. citizens or entities,

Table of Contents

whom the FCC refers to as "aliens," or their representatives, by foreign governments or their representatives, or by non-U.S. corporations.

Furthermore, the Communications Act provides that no FCC broadcast license may be granted to or held by any corporation directly or indirectly controlled by any other corporation of which more than 25% of the capital stock is owned or voted by non-U.S. citizens or entities or their representatives, by foreign governments or their representatives, or by non-U.S. corporations, if the FCC finds the public interest will be served by the refusal or revocation of such license. These restrictions apply in modified form to other forms of business organizations, including partnerships and limited liability companies. The FCC has interpreted this provision of the Communications Act to require an affirmative public interest finding before a broadcast license may be granted to or held by any such entity, and the FCC has made such an affirmative finding only in limited circumstances. Thus, the licenses for WAPA PR's television stations could be revoked if more than 25% of Hemisphere's outstanding capital stock is issued to or for the benefit of non-U.S. citizens. The FCC would likely not consent to the assignment or transfer of control of WAPA PR's television licenses if more than 25% of the assignee/transferee's outstanding capital stock is held by or for the benefit of non-U.S. citizens.

To the extent necessary to comply with the Communications Act and FCC rules and policies, Hemisphere's board of directors may (i) take any action it believes necessary to prohibit the ownership or voting of more than 25% of Hemisphere's outstanding capital stock by or for the account of aliens or their representatives or by a foreign government or representative thereof or by any entity organized under the laws of a foreign country (collectively, "Aliens"), or by any other entity (a) that is subject to or deemed to be subject to control by Aliens on a *de jure* or *de facto* basis or (b) owned by, or held for the benefit of Aliens in a manner that would cause Hemisphere to be in violation of the Communications Act or FCC rules and policies; (ii) prohibit any transfer of Hemisphere stock which Hemisphere believes could cause more than 25% of Hemisphere's outstanding capital stock to be owned or voted by or for any person or entity identified in the foregoing clause (i); (iii) prohibit the ownership, voting or transfer of any portion of its outstanding capital stock to the extent the ownership, voting or transfer of such portion would cause Hemisphere to violate or would otherwise result in violation of any provision of the Communications Act or FCC rules and policies; (iv) convert shares of Hemisphere Class B common stock into shares of Hemisphere Class A common stock to the extent necessary to bring Hemisphere into compliance with the Communications Act or FCC rules and policies; and (v) redeem capital stock to the extent necessary to bring Hemisphere into compliance with the Communications Act or FCC rules and policies or to prevent the loss or impairment of any of Hemisphere's FCC licenses. See "Description of Hemisphere Securities Regulatory Restrictions" beginning on page 207.

**MVPD Retransmission of Local Television Signals**

A number of provisions of the Communications Act and FCC rules govern aspects of the relationship between broadcast television stations and distributors of multiple channels of video programming such as cable, satellite and telecommunications companies (referred to as MVPDs). The rules generally provide certain protections for local broadcast stations, for which MVPDs are an important means of distribution and a provider of competing program channels.

To ensure that every local television station can be received in its local market without requiring a cable subscriber to switch between cable and off-air signals, the FCC allows every full-power television broadcast station to require that all local cable systems and direct broadcast satellite transmit that station's primary digital channel to their subscribers within the station's market (the so-called "must-carry" rule). Alternatively, a station may elect to forego its must-carry rights and seek a negotiated agreement to establish the terms of its carriage by a local MVPD referred to as "retransmission consent." A station electing retransmission consent assumes the risk that it will not be able to strike a deal with the MVPD and will not be carried. A station has the opportunity to elect

Table of Contents

must-carry or retransmission consent every three years. Elections were made in October 2011 for the 2012-2014 three year period. WAPA PR elected retransmission consent and has entered into retransmission consent contracts with virtually all MVPD systems serving Puerto Rico.

In March 2011, the FCC issued a Notice of Proposed Rulemaking ("NPRM") reviewing the retransmission consent rules. The NPRM requests comment on proposals to strengthen the good faith negotiation requirements and to require advance notice of the potential that a television station could be dropped from an MVPD's programming lineup. In a separate proceeding, the FCC has requested comment on whether the definition of MVPD should be expanded to include entities that make available multiple channels of video programming to subscribers through Internet connections. Both proceedings are pending, and we cannot predict what impact, if any, they will have on our negotiations with video programming distributors.

**Broadcast Spectrum**

In February 2012, Congress passed and the President signed legislation that, among other things, grants the FCC authority to conduct a set of incentive auctions to recapture certain spectrum currently used by television broadcasters and repurpose it for other uses. On October 2, 2012, the FCC released a Notice of Proposed Rulemaking to begin to develop the rules and procedures to implement incentive auctions authorized by Congress. That rulemaking process remains ongoing.

The incentive auction process would have three components. First, the FCC would conduct a reverse auction by which each television broadcaster may choose to retain its rights to a 6 MHz channel of spectrum or volunteer, in return for payment, to relinquish all of the station's spectrum by surrendering its license; relinquishing the right to some of its spectrum and thereafter share spectrum with another station; or modifying its UHF channel license to a VHF channel license.

Second, in order to accommodate the spectrum reallocated to new users, the FCC will "repack" the remaining television broadcast spectrum, which may require certain television stations that did not participate in the reverse auction to modify their transmission facilities, including requiring such stations to operate on other channel designations. The FCC is authorized to reimburse stations for reasonable relocation costs up to a total across all stations of \$1.75 billion. In addition, Congress directed the FCC, when repacking to television broadcast spectrum, to make reasonable efforts to preserve a station's coverage area and population served. In addition, the FCC is prohibited from requiring a station to move involuntarily from the UHF band, the band in which WAPA PR's broadcast licenses operate, to the VHF band or from the high VHF band to the low VHF band.

Third, the FCC would conduct a forward auction of the relinquished spectrum to new users. The FCC must complete the reverse auction and the forward auction by September 30, 2022.

The outcome of the incentive auction and repacking of broadcast television spectrum, or the impact of such items on WAPA PR's business, cannot be predicted.

**EEO Rules**

The FCC's Equal Employment Opportunity ("EEO") rules impose job information dissemination, recruitment, documentation and reporting requirements on broadcast television stations. Broadcasters are also subject to random audits to ensure compliance with the FCC's EEO rules and may be sanctioned for noncompliance.

**Recordkeeping**

The FCC rules require broadcast television stations to maintain various records regarding operations, including equipment performance records and a log of the station's operating parameters. Television stations must also maintain a public inspection file, portions of which are hosted on an

Table of Contents

FCC-maintained website. This file must contain various records, including the station license, FCC applications, contour maps, ownership reports, political broadcasting records, EEO public file reports, a copy of the manual "The Public and Broadcasting", correspondence from the public, material regarding FCC investigations or complaints, issues/programs lists, children's television programming reports; records concerning compliance with commercial limits in children's programming, time brokerage agreements and joint sales agreements, statements of must-carry/retransmission elections.

**Broadcast Localism**

In 2007, the FCC issued a Report on Broadcast Localism and Notice of Proposed Rulemaking (the "Localism Report"). The Localism Report tentatively concluded that broadcast stations should be required to have regular meetings with permanent local advisory boards to ascertain the needs and interests of their communities. The Localism Report also tentatively adopted specific renewal application processing guidelines that would require broadcasters to air a minimum amount of local programming. The Localism Report sought public comment on two additional rule changes that would impact television broadcasters. These rule changes would restrict a broadcaster's ability to locate a station's main studio outside the community of license and the right to operate a station remotely. To date, the FCC has not issued a decision adopting rules to implement any of the initiatives in the Localism Report, and it cannot be predicted whether or when the FCC might act to codify any such initiatives.

**Programming and Operations**

Rules and policies of the FCC and other federal agencies regulate certain programming practices and other areas affecting the business or operations of broadcast stations, including WAPA PR, and cable networks, including WAPA America and Cinelatino.

**Obscenity, Indecency and Profanity.** Federal statutes prohibit the broadcast or transmission of obscene material at any time by broadcast television stations, including the WAPA PR stations or on cable networks, including WAPA America and Cinelatino. The FCC's rules also prohibit television stations, including the WAPA PR stations, from broadcasting indecent or profane material between the hours of 6:00 a.m. and 10:00 p.m. In recent years, the FCC has intensified its enforcement activities with respect to programming it considers indecent and has issued numerous fines to licensees found to have violated the indecency rules.

In July 2007, the FCC implemented increased forfeiture amounts for indecency violations that were enacted by Congress. The maximum permitted fine for an indecency violation is \$325,000 per incident and \$3,000,000 for any continuing violation arising from a single act or failure to act.

Because the FCC may investigate indecency complaints on an *ex parte* basis, a licensee may not have knowledge of an indecency complaint unless and until the complaint results in the issuance of a formal FCC letter of inquiry or notice of apparent liability for forfeiture. In July 2010, the U.S. Court of Appeals for the Second Circuit issued a decision finding that the FCC's indecency standard was too vague for broadcasters to interpret and therefore inconsistent with the First Amendment. In June 2011, the Supreme Court granted certiorari in this case. In June 2012, the Supreme Court issued a decision which held that the FCC could not fine ABC and FOX (two television networks that were fined for airing allegedly indecent material) for the specific broadcasts at issue because the FCC had not provided them with sufficient notice of its intent to issue fines for the use of fleeting expletives or momentary nudity. However, the Supreme Court did not make any substantive ruling regarding the FCC's current indecency policies. The result of this decision on the FCC's indecency enforcement practices remains unclear, and the FCC has not issued any decisions regarding indecency enforcement since the Supreme Court's decision was issued.

Table of Contents

**Children's Programming.** Federal statutes and FCC rules require broadcast television stations, including the WAPA PR stations, to broadcast three hours per week of educational and informational programming ("E/I programming") designed for children 16 years of age and younger. FCC rules also require television stations to air E/I programming on each additional digital multicast program stream broadcast, with the requirement increasing in proportion to the additional hours of free programming offered on multicast channels.

Federal statutes and FCC rules also limit the amount and content of commercial matter that may be included in programming primarily produced and carried for children 12 years and younger by broadcast television stations and cable networks, including WAPA America and Cinelatino. The FCC's rules also limit the display, during children's programming on broadcast stations and cable networks, of Internet addresses of websites that contain or link to commercial material or that use program characters to sell products. In October 2009, the FCC issued a Notice of Inquiry ("Children's NOI") seeking comment on a broad range of issues related to children's usage of electronic media and the current regulatory landscape that governs the availability of electronic media to children. The Children's NOI remains pending, and it cannot be predicted what recommendations or further action, if any, will result from it.

Some U.S. policymakers have sought limitations on food and beverage marketing in media popular with children and teens. In April 2011, the Interagency Working Group on Food Marketed to Children, which is comprised of the Federal Trade Commission, the Centers for Disease Control and Prevention, the Food and Drug Administration and the U.S. Department of Agriculture, jointly requested comment on proposed nutritional restrictions for food and beverage marketing directed to children and teens aged 17 years and under. Although the proposed guidelines are nominally voluntary, if these or other similar guidelines are implemented by food and beverage marketers, they could have a negative impact WAPA PR and WAPA America's advertising revenues.

**Commercial Loudness.** The 2010 Commercial Advertisement Loudness Mitigation Act ("CALM Act") and the FCC rules implementing the CALM Act, require television stations, cable television operators, satellite television providers, and other pay television providers to limit the average volume of commercials, including promotional announcements, to the same average volume as the programming it accompanies. The FCC rules do not specifically require video programming providers, such as WAPA America or Cinelatino, to comply with the rules regarding the loudness of commercials. However, video programming distributors may request or require by contract that programming providers certify compliance with those rules for commercials embedded in programming.

**Closed Captioning.** FCC rules require the majority of programming broadcast by television stations and carried on cable networks to contain closed captions. In January 2012, the FCC adopted rules to require that television programming broadcast by television stations, including the WAPA PR stations, or transmitted by cable, including on WAPA America or Cinelatino, with captioning include captioning if subsequently made available online, for example, by streaming on WAPA.TV. These rules are being phased-in over a 12 month period that began in September 2012.

**Sponsorship Identification.** Both the Communications Act and the FCC's rules generally require that, when payment or other consideration has been received or promised to a broadcast television station for the airing of program material, the station must disclose that fact and identify who paid or promised to provide the consideration at the time of broadcast. Cable systems are subject to the same requirement when the system is originating programming, also known as cablecasting. In June 2008 the FCC sought comments on whether it should adopt additional regulations with respect to sponsorship identification requirements on cable programmers. That proceeding remains pending.

Table of Contents

**Local Cable Regulation**

Cable television systems, including those that carry WAPA PR, WAPA America, and Cinelatino, are regulated by municipalities or other local or state government authorities which have the jurisdiction to grant and to assign franchises, and to negotiate generally the terms and conditions of such franchises, including rates for basic service charged to subscribers, except to the extent that such jurisdiction is preempted by federal law. Any such rate regulation could place downward pressure on the potential subscriber fees WAPA PR, WAPA America, and Cinelatino can earn.

**Program Access Restrictions**

Under the Communications Act, vertically integrated cable programmers are generally prohibited from offering different prices, terms, or conditions to competing multichannel video programming distributors unless the differential is justified by certain permissible factors set forth in the FCC's regulations. The FCC's "program access" rules previously limited the ability of a vertically integrated cable programmer to enter into exclusive distribution arrangements with cable television operators. However, in 2012, the FCC declined to extend the exclusive contract prohibition section of the program access rules beyond its October 5, 2012 sunset date. A cable programmer is considered to be vertically integrated if it owns or is owned by a cable television operator, in whole or in part, under the FCC's program access attribution rules. Cable television operators for this purpose may include telephone companies that provide video programming directly to subscribers. Any holdings of cable television operators by shareholders, officers, and directors of Hemisphere may be attributable to Hemisphere, and therefore could have the effect of making WAPA America and Cinelatino subject to the program access rules, which could adversely affect the flexibility to negotiate the most favorable terms available for their content and the ability to offer cable television operators exclusive programming.

**Regulation of the Internet**

Internet services, including WAPA.TV and CINELATINO.COM, are subject to regulation in the U.S. relating to the privacy and security of personally identifiable user information and acquisition of personal information from children under 13, including the federal Child Online Privacy Protection Act (COPPA) and the federal Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM). In addition, a majority of states have enacted laws that impose data security and security breach obligations. Additional federal, state, territorial laws and regulations may be adopted with respect to the Internet or other online services, covering such issues as user privacy, child safety, data security, advertising, pricing, content, copyrights and trademarks, access by persons with disabilities, distribution, taxation and characteristics and quality of products and services.

**Other Regulations**

In addition to the regulations applicable to the broadcast, cable television and Internet industries in general, Hemisphere will also be subject to various federal, state, territorial, and local regulations, including, without limitation, regulations promulgated by federal, state, and territorial environmental, health and labor agencies. Cinelatino is also subject to laws and regulations that may be adopted or promulgated by the governments of other jurisdictions in which it operates.

Table of Contents

**THE SPECIAL MEETING OF WARRANTHOLDERS  
AND SPECIAL MEETING OF AZTECA STOCKHOLDERS**

**The Azteca Special Meetings**

Azteca is furnishing this proxy statement/prospectus to you as part of the solicitation of proxies by its board of directors for use at (i) the special meeting of warrantholders in connection with the Warrant Amendment Proposal and the Warrantholder Adjournment Proposal, and (ii) the special meeting of stockholders in connection with the Transaction proposal and the stockholder adjournment proposal.

**Date, Time and Place of the Azteca Special Meetings**

The special meeting of warrantholders is scheduled to be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166 on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m., Eastern time, unless the special meeting is adjourned or postponed.

The special meeting of Azteca stockholders is scheduled to be held at the offices of Greenberg Traurig, LLP, located at 200 Park Avenue, New York, NY 10166 on \_\_\_\_\_, 2013, at \_\_\_\_\_ a.m., Eastern time, unless the special meeting is adjourned or postponed.

**Purpose of the Special Meeting of Stockholders**

At the special meeting of stockholders, Azteca stockholders will be asked to:

approve and adopt the Merger Agreement;

approve the adjournment of the Azteca special meeting of stockholders, if necessary, to permit the further solicitation of proxies because there are not sufficient votes at the Azteca special meeting of stockholders to vote in favor of the approval and adoption of the Merger Agreement; and

transact any other business that may properly come before the special meeting of stockholders or any reconvened meeting following an adjournment or postponement of the special meeting of stockholders.

**Purpose of the Special Meeting of Warrantholders**

At the special meeting of warrantholders, Azteca warrantholders will be asked to:

approve and consent to the Warrant Amendment to the Warrant Agreement pursuant to which (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share, (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), the Cash Amount, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances (collectively, the "Warrant Amendment Proposal").

approve the adjournment of the Azteca special meeting of warrantholders to a later date or dates, if necessary, to permit further solicitation and vote of proxies if, based upon the tabulated



Table of Contents

vote at the time of the special meeting, there are not sufficient votes to approve the Warrant Amendment Proposal; and

transact such other business as may properly come before the special meeting of warrant holders or any reconvened meeting following an adjournment or postponement of the special meeting of warrant holders.

The approval of the Warrant Amendment Proposal is a condition to consummate the Transaction. However, if the parties do not complete the Transaction, they will not enter into the Warrant Amendment, even if warrant holders have approved the Warrant Amendment.

**Record Date; Outstanding Shares and Public Warrants Entitled to Vote**

The Azteca Board has fixed \_\_\_\_\_, 2013, as the record date for each of the special meetings, or the record date. If you were a holder of record of shares of Azteca common stock at the close of business on the record date, you are entitled to vote your Azteca shares of common stock held on the record date at the special meeting. If you were a holder of record of Public Warrants at the close of business on the record date, you are entitled to notice of and to vote/consent at the special meeting of warrant holders.

As of the record date, 12,500,000 shares of Azteca common stock were outstanding and entitled to vote at the special meeting of stockholders and 10,000,000 Public Warrants were outstanding.

**Ownership of Azteca Shares and Public Warrants**

If your Azteca shares are registered directly in your name with Azteca's transfer agent, Continental Stock Transfer & Trust Company, you are considered, with respect to those Azteca shares, the "stockholder of record." This proxy statement/prospectus and the enclosed proxy card have been sent directly to you by Azteca. If your Azteca shares are held in a brokerage account or by a bank or other nominee, you are considered the beneficial owner of Azteca shares held in "street name." This proxy statement/prospectus has been forwarded to you by your broker, bank or nominee who is considered, with respect to those Azteca shares, the stockholder of record. As the beneficial owner of Azteca shares held in street name, you have the right to direct your broker, bank or nominee how to vote your Azteca shares by using the voting instruction card included in the mailing or by following their instructions for voting by telephone or the Internet.

If your Azteca warrants are registered directly in your name with Azteca's transfer agent, Continental Stock Transfer & Trust Company, you are considered, with respect to those Azteca warrants, the "warrant holder of record." This proxy statement/prospectus and the enclosed proxy card have been sent directly to you by Azteca. If your Azteca warrants are held in a brokerage account or by a bank or other nominee, you are considered the beneficial owner of Azteca warrants held in "street name." This proxy statement/prospectus has been forwarded to you by your broker, bank or nominee who is considered, with respect to those Azteca warrants, the warrant holder of record. As the beneficial owner of Azteca warrants held in street name, you have the right to direct your broker, bank or nominee how to vote your Azteca warrants by using the voting instruction card included in the mailing or by following their instructions for voting by telephone or the Internet.

**Quorum at the Special Meeting of Stockholders**

In order to transact business at the special meeting of stockholders, a quorum of Azteca stockholders must be present. A quorum will exist if holders of a majority of the outstanding shares of Azteca common stock entitled to vote on a matter are present in person, or represented by proxy, at the special meeting of stockholders. Accordingly, the presence at the Azteca special meeting of stockholders, either in person or by proxy, of holders of at least 6,250,001 shares of Azteca common

Table of Contents

stock will be required to establish a quorum. If a quorum is not present, the special meeting of stockholders may be adjourned, pending stockholder approval, to a later date. Broker non-votes will count in determining a quorum.

Holders of shares of Azteca common stock present in person at the special meeting of stockholders but not voting, and shares of Azteca common stock for which Azteca has received proxies indicating that their holders have abstained, will be counted as present at the special meeting of stockholders for purposes of determining whether a quorum is established.

**Vote Required for Stockholder Proposals**

Under the DGCL and Azteca's amended and restated certificate of incorporation, the affirmative vote of the holders of at least a majority of the outstanding shares of Azteca common stock is required to approve and adopt the Merger Agreement.

The affirmative vote of at least a majority of votes cast by the Azteca stockholders who are present at the meeting, in person or by proxy, and entitled to vote on the applicable matter is required to:

approve an adjournment, if any, of the Azteca special meeting; and

approve such other business that may properly come before the special meeting.

Because approval and adoption of the Merger Agreement requires the affirmative vote of the majority of the outstanding shares of Azteca common stock as of the record date, if you mark "abstain" or fail to vote on the proposed business combination, it will have the same effect as a vote "AGAINST" the approval and adoption of the Merger Agreement. If you mark "abstain" with respect to the adjournment, it will have the same effect as a vote "AGAINST" that proposal. With respect to the adjournment proposal, (i) if you are the record holder and fail to vote, or (ii) if you are the beneficial owner and fail to instruct your broker or other nominee on how to vote, your Azteca shares will not be voted, and will have no impact on the approval of the proposal.

**Vote Required for Warrantholder Proposals**

The approval of the Warrant Amendment Proposal requires the written consent of the registered holders of at least 65% of Public Warrants issued and outstanding as of the record date. Your vote in favor of the Warrant Amendment Proposal will be deemed to be your written consent to the proposed amendments to the Warrant Agreement.

If you fail to vote in person or by proxy with respect to any Azteca warrants for which you are the record owner or fail to instruct your broker or other nominee on how to vote the Azteca warrants you hold in street name with respect to the Warrant Amendment Proposal, your Azteca warrants will not be voted, or treated as present at the special meeting of warrant holders and entitled to vote, on the Warrant Amendment Proposal, and as such, your failure to vote or to instruct your broker or nominee how to vote will have the same effect as a vote "AGAINST" the approval and adoption of the Warrant Amendment Proposal. If the Warrant Amendment Proposal does not receive the necessary votes for approval, then Azteca may adjourn or postpone the warrant holder meeting to permit further solicitation and vote of proxies, subject to the approval of a majority of the warrant holders deemed present.

**Recommendation of the Azteca Board with respect to the Stockholder Proposals**

Proposal No. 1: The Azteca Board unanimously determined that the Merger Agreement and consummation of the transactions contemplated thereunder are advisable, fair and in the best interests of Azteca and its stockholders and unanimously approved the Merger Agreement. The Azteca Board recommends that the stockholders of Azteca vote "FOR" the proposal to approve and adopt the

Table of Contents

Merger Agreement. Additional information on the recommendation of the Azteca Board is set forth in "The Transaction Recommendation of the Azteca Board; Reasons for the Transaction" beginning on page 156.

Azteca stockholders should carefully read this proxy statement/prospectus in its entirety for additional information concerning the Merger Agreement and the Transaction. In addition, Azteca stockholders are directed to the Merger Agreement, which is attached as Annex A, to this proxy statement/prospectus and is incorporated by reference as exhibits to the registration statement of which this proxy statement/prospectus is a part.

Proposal No. 2: The Azteca Board unanimously recommends that the stockholders of Azteca vote "FOR" the adjournment of the special meeting to permit further solicitation of proxies because there are not sufficient votes at the special meeting to approve and adopt the Merger Agreement.

**Recommendation of the Azteca Board with respect to the Warrantholder Proposals**

Proposal No. 1: The Azteca Board unanimously determined that the Warrant Amendment is in the best interests of Azteca and its warrant holders and unanimously approved the Warrant Amendment and unanimously recommends that Public Warrantholders vote or instruct that their vote be cast "FOR" the Warrant Amendment Proposal;

Proposal No. 2: The Azteca Board unanimously recommends that the warrant holders of Azteca vote "FOR" the adjournment of the special meeting of warrant holders to permit further solicitation and vote of proxies in favor of the Warrant Amendment Proposal.

**Voting by Azteca's Directors, Executive Officers and Initial Stockholders**

As of the record date, Azteca's directors and executive officers and certain of their affiliates beneficially owned 2,500,000 shares of Azteca common stock entitled to vote at the special meeting of stockholders. This represents approximately 20% of the total votes entitled to be cast at the special meeting of stockholders. Each Azteca director and executive officer and certain of their affiliates have indicated his or her present intention to vote, or cause to be voted, the shares of Azteca common stock owned by him or her for the approval and adoption of the Merger Agreement. In addition, the Azteca Initial Stockholders have agreed to vote all the shares they own in favor of the Transaction. The Azteca Initial Stockholders own approximately 20% of Azteca's outstanding shares of common stock. Accordingly, it is more likely that the necessary stockholder approval will be received than would be the case if Azteca's directors, officers and initial stockholders agreed to vote their Founder Shares in accordance with the majority of the votes cast by Azteca's public stockholders.

**How to Vote Your Stock and/or Warrants**

After reading and carefully considering the information contained in this proxy statement/prospectus, please vote promptly. In order to ensure your vote is recorded, please submit your proxy or voting instructions as instructed below as soon as possible, even if you plan to attend the special meeting of stockholders and/or special meeting of warrant holders.

*Internet.* If you are a beneficial holder of Azteca common stock or an Azteca warrant holder, you can vote over the Internet by following the instructions included with your proxy card. If you vote over the Internet, do not return your proxy card. The availability of Internet voting for beneficial owners holding Azteca shares or warrants in street name will depend on the voting process of your broker, bank or nominee. Please follow the voting instructions in the materials you receive from your broker, bank or nominee.

*Telephone.* If you are a beneficial holder of Azteca common stock and/or warrants, you can vote by telephone by following the instructions included with your proxy card. You will then be prompted to

Table of Contents

enter the control number printed on your proxy card and to follow subsequent instructions. Telephone voting is available 24 hours a day. If you vote by telephone, do not return your proxy card. The availability of telephone voting for beneficial owners holding Azteca shares and/or warrants in street name will depend on the voting process of your broker, bank or nominee. Please follow the voting instructions in the materials you receive from your broker, bank or nominee.

*Mail.* You can vote by mail by simply completing, signing, dating and mailing your proxy card or voting instruction card in the postage-paid envelope included with this proxy statement/prospectus. In addition, all Azteca stockholders may vote in person at the special meeting of stockholders and all Public Warrantheolders may vote in person at the special meeting of warrantheolders. You may also be represented by another person at the meeting of stockholders and/or special meeting of warrantheolders, as the case may be, by executing a proper proxy designating that person. If you are a beneficial owner of shares and/or warrants held in street name, you must obtain a legal proxy from your broker, bank or nominee and present it to the inspectors of election with your ballot when you vote at the meeting.

**Attending the Special Meetings**

All Azteca stockholders as of the record date may attend the special meeting of stockholders and all Azteca warrantheolders as of the record date may attend the special meeting of warrantheolders. If you are a beneficial owner of Azteca shares and/or warrants held in street name, you may request to attend the applicable meeting by writing to Azteca Acquisition Corporation, 421 N. Beverly Drive, Suite 3001, Beverly Hills, California 90210. You must provide evidence of your ownership of Azteca shares and/or warrants, as applicable, which you can obtain from your broker, banker or nominee.

**Voting of Proxies**

If you vote by Internet, telephone or by completing, signing, dating and mailing your proxy card or voting instruction card, your Azteca shares and/or warrants will be voted in accordance with your instructions. If you are a stockholder of record and you sign, date and return your proxy card but do not indicate how you want to vote or do not indicate that you wish to abstain, your Azteca shares will be voted "FOR" the approval and adoption of the Merger Agreement and "FOR" the approval of the adjournment proposal. If you are a warrantheolder of record and you sign, date and return your proxy card but do not indicate how you want to vote or do not indicate that you wish to abstain, your Azteca warrants will be voted "FOR" the approval and adoption of the Warrant Amendment Proposal and "FOR" the approval of the adjournment proposal.

**Voting of Azteca Shares and Warrants Held in Street Name**

Azteca stockholders who hold shares of Azteca common stock in a brokerage account or through a bank, broker or other nominee (referred to in this proxy statement/prospectus as "street name" stockholders) who wish to vote at the special meeting of stockholders should be provided a voting instruction card by the institution that holds their Azteca shares. Azteca warrantheolders who hold Azteca warrants in a brokerage account or through a bank, broker or other nominee (referred to in this proxy statement/prospectus as "street name" warrantheolders) who wish to vote at the special meeting of warrantheolders should be provided a voting instruction card by the institution that holds their Azteca warrants. If this has not occurred, contact the institution that holds your Azteca shares and/or warrants, as applicable.

A number of banks and brokerage firms participate in a program that also permits stockholders and warrantheolders whose Azteca shares and/or warrants are held in "street name" to direct their vote by telephone or over the Internet. If your Azteca shares and/or warrants are held in an account at a bank or brokerage firm that participates in such a program, you may direct the vote of these Azteca shares and/or warrants by telephone or over the Internet by following the voting instructions enclosed

Table of Contents

with the proxy form from the bank or brokerage firm. The Internet and telephone proxy procedures are designed to authenticate stockholders'/warranholders' identities, to allow stockholders/warranholders to give their proxy voting instructions and to confirm that those instructions have been properly recorded. Votes directed by telephone or over the Internet through such a program must be received by 11:59 p.m. Eastern time on \_\_\_\_\_, 2013. Directing the voting of your Azteca shares and/or warrants will not affect your right to vote in person if you decide to attend the applicable special meeting; however, you must first obtain a signed and properly executed legal proxy from your bank, broker or other nominee to vote your Azteca shares and/or warrants held in "street name" at the applicable special meeting. Requesting a legal proxy prior to the deadline described above will automatically cancel any voting directions you have previously given by telephone or over the Internet with respect to your Azteca shares and/or warrants.

**Revoking your Proxy**

If you are a stockholder and/or warranholder of record you can revoke your vote at any time before your proxy is voted at the applicable special meeting. You can do this in one of three ways:

you can send a signed notice of revocation to the Corporate Secretary of Azteca;

you can submit a revised proxy bearing a later date by Internet, telephone or mail as described above; or

you can attend the applicable special meeting and vote in person, which will automatically cancel any proxy previously given, or you may revoke your proxy in person, though your attendance alone will not revoke any proxy that you have previously given.

If you choose either of the first two methods, you must submit your notice of revocation or your new proxy no later than the beginning of the applicable special meeting. If you are a beneficial owner of Azteca shares and/or warrants held in street name, you may submit new voting instructions by contacting your broker, bank or nominee. You may also vote in person at the applicable special meeting if you obtain a legal proxy from your broker, bank or nominee and present it to the inspectors of election with your ballot when you vote at the applicable special meeting.

**Proxy Solicitations**

Azteca is soliciting proxies for the special meetings from Azteca stockholders and Public Warranholders. Azteca will bear the cost of soliciting proxies from Azteca stockholders and warranholders, except that Azteca, WAPA and Cinelatino have agreed to bear 50%, 31% and 19%, respectively, of the costs incurred in connection with the printing and mailing of this proxy statement/prospectus. In addition to this mailing, Azteca's directors, officers and employees (who will not receive any additional compensation for such services) may solicit proxies by telephone or in-person meeting.

Azteca has also engaged the services of Morrow & Co., LLC, to assist in the solicitation and distribution of the proxies, for an initial fee of \$12,500 plus out-of-pocket expenses. Azteca will pay Morrow & Co., LLC an additional fee of \$27,500 upon successful completion of the Transaction.

Azteca will reimburse brokerage houses and other custodians, nominees and fiduciaries for their reasonable out-of-pocket expenses for forwarding proxy and solicitation materials the beneficial owners of Azteca common stock.

**Other Business**

The Azteca Board is not aware of any other business to be acted upon at the special meetings.

Table of Contents

**Adjournments and Postponements**

Adjournments or postponements may be made for the purpose of, among other things, soliciting additional proxies. One or more adjournments may be made from time to time with the approval of a majority of the votes cast by the Azteca stockholders or warrant holders, as the case may be, in person at the applicable special meeting or represented by proxy at the time of the vote. Azteca is not required to notify stockholders or warrant holders of one or more adjournments if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting.

In addition, at any time prior to convening the special meeting of stockholders, the special meeting of stockholders may be postponed without the approval of Azteca stockholders. If postponed, Azteca will publicly announce a new meeting date. Similarly, at any time prior to convening the special meeting of warrant holders, the special meeting of warrant holders may be postponed without the approval of Public Warrant holders. If postponed, Azteca will publicly announce a new meeting date.

At any adjourned or postponed meeting, Azteca may transact any business that it might have transacted at the original meeting, provided that a quorum is present at such adjourned or postponed meeting. Proxies submitted by Azteca stockholders and/or warrant holders, as applicable, for use at the special meeting will be used at one or more adjournments or postponement of the meeting. References to the special meetings in this proxy statement/prospectus are to the special meetings as adjourned or postponed.

Table of Contents

**PROPOSALS TO BE CONSIDERED BY THE AZTECA STOCKHOLDERS**

**PROPOSAL NO. 1 APPROVAL AND ADOPTION OF THE MERGER AGREEMENT**

As discussed in this proxy statement/prospectus, Azteca is asking its stockholders to approve and adopt the Merger Agreement. Azteca stockholders should read carefully this proxy statement/prospectus in its entirety for more detailed information concerning the Merger Agreement, which is attached as Annex A to this proxy statement/prospectus and is incorporated by reference as an exhibit to the registration statement of which this proxy statement/prospectus is a part. Please see the section entitled "The Agreements Description of the Merger Agreement" beginning on page 167 for additional information and a summary of certain terms of the Merger Agreement. You are urged to read carefully the entire Merger Agreement before voting on this proposal.

Approval of this proposal is a condition to the completion of the Transaction. If the proposal is not approved, the Transaction will not occur.

**Vote Required for Approval**

The Merger Agreement will be approved and adopted if the holders of at least a majority of the outstanding shares of Azteca common stock vote "FOR" this proposal.

As of the record date, Azteca's directors and executive officers and certain of their affiliates beneficially owned 2,500,000 shares of Azteca common stock entitled to vote at the special meeting. This represents approximately 20% of the total votes entitled to be cast at the special meeting. Each Azteca director and executive officer and certain of their affiliates have indicated his or her present intention to vote, or cause to be voted, the shares of Azteca common stock owned by him or her for the approval and adoption of the Merger Agreement. In addition, the Azteca Initial Stockholders have agreed to vote their Founder Shares, as well as any Public Shares purchased during or after the initial public offering, in favor of the Transaction. The Azteca Initial Stockholders own approximately 20% of Azteca's outstanding shares of common stock. Accordingly, it is more likely that the necessary stockholder approval will be received than would be the case if Azteca's directors, officers and initial stockholders agreed to vote their Founder Shares in accordance with the majority of the votes cast by Azteca's public stockholders.

**Recommendation of the Azteca Board**

**THE AZTECA BOARD UNANIMOUSLY RECOMMENDS THE AZTECA STOCKHOLDERS VOTE "FOR" THE APPROVAL AND ADOPTION OF THE MERGER AGREEMENT.**

**PROPOSAL NO. 2 ADJOURNMENT OF SPECIAL MEETING**

Azteca is requesting the Azteca stockholders' approval on a proposal to adjourn the Azteca special meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes at the special meeting to approve and adopt the Merger Agreement.

**Vote Required for Approval**

The vote to adjourn the Azteca special meeting, if necessary, to permit the further solicitation of proxies because there are not sufficient votes at the special meeting to approve and adopt the Merger Agreement will be approved if at least a majority of the votes cast by the Azteca stockholders who are present at the meeting, in person or by proxy, and entitled to vote on this proposal vote "FOR" this proposal.

Table of Contents

**Recommendation of the Azteca Board**

**THE AZTECA BOARD UNANIMOUSLY RECOMMENDS THAT AZTECA STOCKHOLDERS VOTE "FOR" THE ADJOURNMENT OF THE SPECIAL MEETING, IF NECESSARY, TO PERMIT FURTHER SOLICITATION OF PROXIES BECAUSE THERE ARE NOT SUFFICIENT VOTES AT THE SPECIAL MEETING TO APPROVE AND ADOPT THE MERGER AGREEMENT.**

**PROPOSALS TO BE CONSIDERED BY THE PUBLIC WARRANTHOLDERS**

*The following is a summary of the material provisions of the Warrant Amendment. This summary is qualified in its entirety by reference to the Warrant Amendment, the form of which is included as Annex B to this proxy statement/prospectus and is incorporated into this proxy statement/prospectus by reference. You should read the Warrant Amendment in its entirety, as it is the legal document governing the matters discussed below.*

In connection with the proposed Transaction, Public Warrantholders are being asked to approve and consent to an amendment to the terms of the Warrant Agreement that will (1) reduce by 50% the number of shares of Azteca common stock for which the Azteca warrants will be exercisable (from one share to half of one share), with the warrant price being proportionately reduced to \$6.00 per half-share, (2) waive certain re-pricing rights that the Azteca Warrantholder would have had, if after consummation of the Transaction, Azteca subsequently entered into certain merger or sale transactions in which the consideration to be received consisted principally of securities of a private company (the "warrant re-pricing rights") and (3) amend Azteca's registration obligation in exchange for the ability to exercise the warrants on a cashless basis at the election of Azteca under certain circumstances. Upon effectiveness of the Warrant Amendment (at the closing of the Transaction), each warrantholder would receive \$0.50 per warrant. Approval of the Warrant Amendment is a condition to consummation of the Transaction. If the Transaction is not completed, the Warrant Amendment will not become effective, even if warrantholders have approved the Warrant Amendment.

The principal effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. In addition, the Warrant Amendment will:

- 1) Eliminate the obligation to reduce the exercise price of the warrants if, after the consummation of the Transaction, Hemisphere enters into a merger, sale or similar transaction in which less than 70% of the consideration receivable by the holders of common stock in the applicable event is payable in the form of common stock that is not, or will not be, listed for trading on a national securities exchange or on the OTC Bulletin Board. As a result of these warrant re-pricing rights, these warrants are currently required by GAAP to be classified as liabilities and marked-to-market on a quarterly basis. This amendment would permit the warrants to be treated as equity.
- 2) Relieve Hemisphere of its obligation to file a registration statement registering the shares of Hemisphere Class A Common Stock into which the Azteca Warrants will be exercisable within 15 days after consummation of the Transaction. In exchange, the Warrant Amendment would permit warrantholders to exercise their warrants on a cashless basis at any time after 30 days following the consummation of the Transaction that there is not an effective registration statement on file. Although the shares of Hemisphere Class A common stock issued upon exercise would not be issued pursuant to a registration statement, they would be issued pursuant to Section 3(a)(9) of the Securities Act. As a result, holders would be able to "tack" the time that they held the warrants to the time they held the common stock and would be able to sell such shares pursuant to Rule 144.



Table of Contents

- 3) Permit holders to exercise their Amended Azteca Warrants only for a whole number of shares of Hemisphere Class A common stock (i.e., only an even number of warrants may be exercised at any given time by the registered warrant holder). For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock.
- 4) Amend Section 4.6 in order to allow for payments in lieu of fractional shares in the event of stock splits, stock dividends or similar events. In such event no fractional shares will be issued upon exercise of Azteca warrants. After giving effect to such event if, upon exercise of Azteca warrants, a holder would be entitled to receive a fractional interest in a share, Hemisphere will, upon exercise, either round up to the nearest whole number the number of shares of Hemisphere Class A common stock to be issued to the Class A warrant holder or pay cash in lieu of such fractional share.

The Warrant Amendment will also amend Section 4.6 in order to allow for payments in lieu of fractional shares in the event of stock splits, stock dividends or similar events. In such event no fractional shares will be issued upon exercise of Azteca warrants. After giving effect to such event if, upon exercise of Azteca warrants, a holder would be entitled to receive a fractional interest in a share, Hemisphere will, upon exercise, either round up to the nearest whole number the number of shares of Hemisphere Class A common stock to be issued to the Class A warrant holder or pay cash in lieu of such fractional share.

Other than as set forth above, the terms of the Azteca warrants will remain essentially the same. Both the Public Warrants and the Sponsor Warrants will be amended pursuant to the Warrant Amendment, and both the Public Warrants and the Sponsor Warrants will be treated the same for purposes of the Warrant Amendment.

Azteca believes the consummation of the Warrant Amendment and the payment of the Cash Amount will provide benefits to Azteca and its warrant holders. For example, Azteca believes that the Warrant Amendment and the payment of the Cash Amount are important to the consummation of the Transaction because reduction of the outstanding warrants in Hemisphere's capital structure following the consummation of the Transaction will increase Hemisphere's strategic opportunities and attractiveness to future investors. Azteca believes that the reduction in the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants due to the Warrant Amendment will result in an increase in value to holders of Azteca common stock that will otherwise offset the impact of payment of the Cash Amount.

If the Warrant Amendment Proposal is not approved at the special meeting of warrant holders, the Transaction proposal will not be presented to Azteca stockholders for a vote. If Azteca is unable to consummate the Transaction by April 6, 2013, it will be required to liquidate and all Azteca warrants will expire worthless.

The approval of the Warrant Amendment Proposal is a condition to consummate the Transaction. However, if the parties do not complete the Transaction, they will not enter into the Warrant Amendment, even if warrant holders have approved the Warrant Amendment.

At the special meeting of warrant holders, holders of Public Warrants will also be asked to approve a proposal to approve the adjournment of the special meeting of warrant holders to a later date or dates, if necessary, to permit further solicitation and vote of proxies in the event that, based upon the tabulated vote at the time of the special meeting, there are not sufficient votes to approve the Warrant Amendment Proposal. This is referred to herein as the Warrant Holder Adjournment Proposal. This

Table of Contents

proposal will only be presented at the special meeting of warrant holders if there are not sufficient votes to approve the Warrant Amendment Proposal.

Azteca, Hemisphere and the Warrant Agent will enter into the Assignment, Assumption and Amendment of Warrant Agreement upon the consummation of the Transaction to effect the Warrant Amendment, upon its approval by the warrant holders, and to permit Azteca to assign to Hemisphere all of its right, title and interest in the Warrant Agreement and permit Hemisphere to assume all of Azteca's liabilities and obligations under the Warrant Agreement. See "The Agreements Additional Agreements Assignment, Assumption and Amendment of Warrant Agreement."

**Certain Effects of the Approval of the Warrant Amendment Proposal**

If the Warrant Amendment Proposal is approved and the Transaction is consummated, warrants will be subject to the terms of the Warrant Amendment whether or not a given holder voted in favor of the Warrant Amendment Proposal.

Public Warrant holders should note that there may be income tax consequences in connection with the Warrant Amendment. For a discussion of the tax consequences of the Warrant Amendment, please see the section entitled "Material U.S. Federal Income Tax Consequences."

**Procedure for Exchanging Warrants**

Payment of the Cash Amount will be made by the exchange agent upon the presentation and surrender of the warrants for payment at any time after the date on which the Transaction is consummated. As soon as reasonably practicable after the consummation of the Transaction, the exchange agent will, upon receipt of any documents as may be reasonably required by the exchange agent, deliver the warrant consideration to the holders of Azteca warrants. To physically surrender warrants for exchange, holders should deliver their warrants in certificated form to the exchange agent at the address specified in the letter of transmittal:

**Vote Required for Approval**

Pursuant to Section 9.8 of the Warrant Agreement, Azteca and the warrant agent may amend the Warrant Agreement with the consent of the holders of at least 65% of the outstanding public warrants.

**Recommendation of the Azteca Board**

**THE AZTECA BOARD UNANIMOUSLY RECOMMENDS THE AZTECA PUBLIC WARRANTHOLDERS VOTE "FOR" THE APPROVAL AND ADOPTION OF THE WARRANT AMENDMENT PROPOSAL.**

Table of Contents

**THE TRANSACTION**

The following is a description of certain material aspects of the Transaction. While we believe that the following description covers the material terms of the Transaction, the description may not contain all of the information that may be important to you. The discussion of the Transaction in this proxy statement/prospectus is qualified in its entirety by reference to the Merger Agreement, which is attached to this proxy statement/prospectus as Annex A and is incorporated by reference into this proxy statement/prospectus. Azteca encourages you to read carefully this entire proxy statement/prospectus, including the Merger Agreement, for a more complete understanding of the Transaction.

**General Description of the Transaction**

Cinelatino incorporated Hemisphere, as a direct wholly-owned subsidiary of Cinelatino. Cinelatino and Hemisphere have also formed Hemisphere Media Holdings, LLC ("Holdco") and Holdco has formed Azteca Merger Sub, WAPA Merger Sub and Cine Merger Sub as direct wholly-owned subsidiaries of Holdco.

Pursuant to the Merger Agreement, Azteca Merger Sub will be merged with and into Azteca, WAPA Merger Sub will be merged with and into WAPA and Cine Merger Sub will be merged with and into Cinelatino. Upon consummation of the Transaction, Azteca, WAPA and Cinelatino will each become indirect wholly-owned subsidiaries of Hemisphere. In connection with the Transaction:

All shares of Azteca common stock outstanding immediately prior to the consummation of the Transaction will be exchanged for an equal number of shares of Hemisphere Class A common stock;

At the special meeting of warrant holders, Azteca will ask its Public Warrant holders to approve and consent to the Warrant Amendment pursuant to which (i) each warrant to purchase Azteca common stock outstanding immediately prior to the closing of the Transaction (including all of the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share, (ii) each holder of Azteca warrants (including Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), the Cash Amount, (iii) the obligation to reduce the warrant price upon the occurrence of certain transactions in which the consideration to be received includes securities of a private company will be removed to permit the Amended Azteca Warrants to be treated as equity for reporting purposes, and (iv) the Public Warrants will be able to be exercised on a "cashless basis" at the election of Azteca under certain circumstances. The effect of the Warrant Amendment will be to reduce the number of shares of Hemisphere Class A common stock issuable upon exercise of the warrants by half, thereby reducing the amount by which Hemisphere stockholders would otherwise have been diluted as a result of the exercise in full of the warrants. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock. Only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A Common Stock, such warrant will not be exercisable. If a registered warrant holder holds two warrants, such warrants will be exercisable for one share of Hemisphere Class A Common Stock.

All of the Amended Azteca Warrants outstanding immediately prior to the consummation of the Transaction will be automatically converted into the right to acquire shares of Hemisphere Class A common stock on the same terms as were in effect with respect to the Amended Azteca Warrants immediately prior to the consummation of the Transaction, except that Hemisphere will have assumed the obligations and rights of Azteca under the Warrant Agreement pursuant to the Assignment, Assumption and Warrant Amendment to be entered into upon the

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### Table of Contents

consummation of the Transaction, by and among Azteca, Hemisphere and Continental Stock Transfer & Trust Company, as warrant agent.

All of the outstanding shares of common stock of Cinelatino will be exchanged for 12,567,538 shares of Hemisphere Class B common stock and a cash payment;

All of the outstanding membership interests of WAPA will be exchanged for 20,432,462 shares of Hemisphere Class B common stock and a cash payment;

All shares of Hemisphere's common stock will vote together as a single class. The Hemisphere Class B common stock will vote on a 10 to 1 basis with the Hemisphere Class A common stock, which means that each share of Hemisphere Class B common stock will have 10 votes and each share of Hemisphere Class A common stock will have 1 vote;

Azteca will purchase from the Current Sponsor Warrantheolders an aggregate of 2,333,334 Amended Azteca Warrants (i.e., warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction;

Hemisphere will issue to the WAPA/Cinelatino Investors 2,333,334 warrants that are substantially identical to the Amended Azteca Warrants held by the Public Warrantheolders (i.e., warrants to purchase 1,166,667 shares of Hemisphere Class A common stock) for a purchase price per warrant equal to \$0.50;

Immediately prior to the closing of the Transaction, the Azteca Initial Stockholders will contribute a total of 250,000 shares of Azteca common stock for no consideration to Azteca, and such shares will be cancelled;

In addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement dated April 15, 2011, as amended on January 22, 2013, the Azteca Initial Stockholders have agreed to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels;

The current owners of WAPA and Cinelatino have agreed to subject a total of 3,000,000 shares of Hemisphere Class B common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels; and

Hemisphere has applied to list its Class A common stock on The NASDAQ under the symbol "HMTV" effective upon the consummation of the Transaction. Hemisphere expects its warrants will trade on the OTCBB under the symbol "HMTVW" following the consummation of the Transaction.

Upon consummation of the Transaction, the funds then held in the Azteca Trust Account will be released to Azteca as promptly as practicable (less any fees paid to the trustee or to third parties who rendered services to Azteca in connection with the Transaction, amounts paid to stockholders who exercise their redemption rights, amounts released as deferred underwriting compensation or amounts paid for filings or other action required under the Merger Agreement).

WAPA and Cinelatino are affiliated companies by virtue of InterMedia Partners VII, L.P.'s ownership interests in each company. InterMedia Partners VII, L.P. directly holds 100% of the economic interests in WAPA and indirectly holds 47.5% of the common stock of Cinelatino through its controlling interest in InterMedia Cine Latino, LLC.

### **Background of the Transaction**

The terms of the Merger Agreement are the result of negotiations between the management and representatives of Azteca, WAPA and Cinelatino. The following is a brief description of the background of these negotiations, the Transaction and related transactions.

Table of Contents

Azteca is a blank check company formed in the British Virgin Islands on April 15, 2011 and reincorporated in the state of Delaware on June 8, 2011 for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses.

Prior to the consummation of its initial public offering, neither Azteca, nor anyone on its behalf, contacted any prospective target business or had any substantive discussions, formal or otherwise, with respect to such a transaction with any third party. During the period from the completion of its public offering to December 2012, Azteca management evaluated over 80 potential transactions and entered into confidentiality agreements with 22 potential targets. The targets ranged across industries and segments, including transportation, manufacturing, retail, restaurants, oil and gas, technology and media. Azteca met with various representatives of these potential target businesses, including management, boards, advisors, representatives and lawyers. Furthermore, Azteca entered into preliminary and non-binding discussions with potential targets regarding structure and valuation. Prior to the time that Azteca's board approved the Merger Agreement, Azteca had not proceeded as far as delivering an indicative term sheet to any company and the Board did not consider any of the other potential transactions to be a viable alternative to the Transaction as the combination of business prospects, strategy, management teams and valuation were not as attractive.

On September 6, 2011, Alan Sokol, by way of a mutual relationship, contacted Clive Fleissig, co-CFO of Azteca, to discuss whether Azteca would have interest in exploring a potential business combination with WAPA and Cinelatino. Mr. Fleissig responded that Azteca was interested.

On September 22, 2011, Mr. Sokol informed Mr. Fleissig that WAPA and Cinelatino had decided to retain a financial advisor to assist in conducting a more formal process for their sale. In late January, 2012, WAPA and Cinelatino retained Morgan Stanley to act as their financial advisor in connection with a formal sale process.

On September 28, 2011, Azteca and InterMedia Partners, L.P. ("InterMedia") signed a mutual non-disclosure agreement to facilitate Azteca's review of a possible business combination with WAPA and Cinelatino (the "NDA").

On April 9, 2012, a representative of Morgan Stanley sent a brief information package with regard to WAPA and Cinelatino to Gabriel Brener, Chairman and CEO of Azteca. The brief information package included a concise two-to-three page summary of each of WAPA and Cinelatino and their respective businesses.

On April 19, 2012, Azteca engaged Deutsche Bank Securities Inc. as its financial advisor, to provide preliminary views of potential business combination targets that met its criteria. This agreement was amended on January 10, 2013.

Mr. Sokol initiated a telephone call to Mr. Fleissig on September 21, 2012, wherein Mr. Fleissig again expressed interest in Azteca specifically pursuing further discussions with WAPA and Cinelatino.

On September 25, 2012, a representative of Azteca received Confidential Information Memoranda on WAPA and Cinelatino from Morgan Stanley.

On September 28, 2012, Azteca and InterMedia amended their NDA to reflect the then-current date.

On October 18, 2012, John Engelman, director of Azteca, met with Messrs. Sokol and Kern. The parties discussed the business of WAPA and Cinelatino, the business plan of the companies, and the valuation and structure of a possible transaction between Azteca, WAPA and Cinelatino.

On October 25, 2012, Messrs. Brener, Fleissig and Albán from Azteca, Messrs. Sokol and Fischer from InterMedia, and representatives from Morgan Stanley participated in a conference call to continue discussions about valuation and structure of a possible transaction between Azteca, WAPA and Cinelatino. At the conclusion of the conversation, the parties agreed to continue discussions.

Table of Contents

Members of Azteca's management received access to on-line data rooms for WAPA and Cinelatino on the same day.

Between October 25, 2012 and November 13, 2012, the parties continued discussions about valuation, structure and other key provisions of the Transaction. Azteca began reviewing and analyzing WAPA and Cinelatino's on-line data rooms.

On November 14, 2012, Messrs. Fleissig and Albán from Azteca, Messrs. Stan Budeshtsky and John Shaw (who were employees of Deutsche Bank Securities Inc. until September 2012), Messrs. Sokol and Fischer from InterMedia, a representative from Morgan Stanley, James McNamara, Chairman of Cinelatino, and Sandra Austin, Chief Financial Officer of Cinelatino, met in New York City to discuss the business and operations of Cinelatino. The discussions included a detailed presentation by Cinelatino's management covering business operations, including its history, current business, strategy, positioning, programming distribution and summary financial data.

On November 15, 2012, Mr. Fleissig, Mr. Budeshtsky, Messrs. Sokol and Fischer, José E. Ramos, President and General Manager of WAPA, and other senior management personnel, including the Chief Financial Officer and Head of Sales of WAPA, met in San Juan, Puerto Rico, to discuss the business and operations of WAPA. The discussions included a management presentation by WAPA's management, covering the business operations of WAPA, including its history, current business, strategy, positioning, programming, sales and marketing, broadcast operations and distribution, and summary financial data. The meeting also included a tour of WAPA's facilities in San Juan as part of Azteca's on-going due diligence of WAPA.

Beginning on November 23, 2012, Paul, Weiss, Rifkind, Wharton & Garrison LLP began advising InterMedia in connection with the proposed Transaction.

WAPA, Cinelatino and Azteca negotiated a non-binding letter of intent (the "LOI") setting forth a number of the key terms of a potential transaction, including structure, consideration and key provisions. The LOI was finalized and executed by Azteca on December 7, 2012, and by each of WAPA and Cinelatino's owners effective December 11, 2012. The economic and business terms of the letter of intent were non-binding, but the letter of intent included a binding agreement by WAPA and Cinelatino's owners to grant Azteca exclusivity with respect to a business combination for up to ninety days.

Azteca retained Greenberg Traurig, LLP as legal counsel on December 6, 2012 to represent it in the transaction and conduct its legal due diligence. Prior to this retention, Azteca consulted with Greenberg Traurig, LLP regarding the letter of intent described above.

On December 10, 2012, Azteca formally retained Mr. Stan Budeshtsky as a consultant to assist it with executing the Transaction, especially as it pertained to Special Purpose Acquisition Company ("SPAC") specific issues. Mr. Budeshtsky was a former employee of Deutsche Bank Securities Inc. and had been assisting Azteca on these matters prior to this retention.

On December 10, 2012, Azteca formally retained Maxim Group LLC as a financial advisor to assist it with executing the Transaction, especially as it pertained to SPAC-specific issues. Mr. John Shaw, a managing director at Maxim Group LLC, was a former employee of Deutsche Bank Securities Inc. and had been assisting Azteca on these matters prior to this retention.

On December 12, 2012, Messrs. Brener, Fleissig, Albán, Budeshtsky, Shaw, Hindery, Kern, Sokol and Fischer, met in New York City to continue discussions about the companies and the Transaction. The discussions focused on timing and key deliverables to announce the Transaction in mid-January and close by April 6.

Between approximately December 12, 2012 and January 21, 2013, Rothstein Kass, a nationally recognized accounting firm, assisted Azteca's management with its financial due diligence of WAPA, Cinelatino and the potential Transaction.

Table of Contents

Between approximately December 19, 2012 and January 22, 2013, Azteca's financial advisors assisted Azteca's management with its continued review of WAPA and Cinelatino's business, operations, financial condition and prospects.

On December 27, 2012, the parties exchanged the initial draft of the Merger Agreement.

After December 27, 2012, the parties and their respective legal, accounting and financial advisors continued to exchange drafts of the Merger Agreement and related documents, and had numerous communications to discuss the terms therein, through January 22, 2013. During the course of the negotiations and exchanges of drafts, the parties negotiated the representations and warranties, closing conditions and other covenants contained in the Merger Agreement. The parties also negotiated the Warrant Amendment to reduce by half the number of shares issuable upon exercise of the Public Warrants and Sponsor Warrants in order to reduce the dilutive effects of the Public Warrants and Sponsor Warrants and the potential negative impact such effects could have on the post-Transaction trading market of the shares of Hemisphere. The parties discussed and reached compromise with respect to who would be the post closing directors of Hemisphere, the manner in which transaction expenses would be shared, the contents of the amended and restated certificate of incorporation of Hemisphere, the manner in which the shares subject to forfeiture provisions would be treated and the terms of new lock up arrangements.

On January 9, 2013, Greenberg Traurig, LLP provided a due diligence report to Azteca's management. The due diligence report provided a legal summary of the businesses of WAPA and Cinelatino, including a summary of the matters reviewed during the course of Greenberg Traurig, LLP's due diligence investigation. Azteca's management and Greenberg Traurig, LLP held a telephone conference to discuss the report's findings on the same day.

On January 9, 2013, Azteca held a telephonic board meeting to discuss the Transaction. Each member of Azteca's board of directors was present. Messrs. Fleissig, Klip and Albán were also present from Azteca's management as were representatives from Greenberg Traurig, LLP and Azteca's financial advisors. The purpose of the meeting was for the Azteca board of directors to get an update and ask questions pertaining to the Transaction and its structure in addition to the value proposition of the Transaction.

On January 14, 2013, Azteca held a telephonic board meeting with representatives of Greenberg Traurig, LLP and Azteca's financial advisors, at which time Azteca's board of directors unanimously approved the terms of the proposed Transaction and related actions subject to (i) the satisfactory resolution of certain open business issues and (ii) the receipt and satisfactory review of certain financial information from WAPA and Cinelatino.

On January 22, 2013, the parties agreed on all remaining open terms of the Merger Agreement and related documents. On the same day, Azteca's management informed its board of directors of the results of these discussions, and stated that it did not believe the final forms of the Merger Agreement and related documents were materially different from what was discussed and approved during the January 14, 2013 meeting of Azteca's board of directors.

On January 22, 2013, the parties and members of their respective legal, accounting and finance teams approved the Merger Agreement and related documents, and the parties executed the Merger Agreement and related documents. The parties allocated the number of shares of Hemisphere Class A common stock to Azteca stockholders and Hemisphere Class B common stock to the WAPA/Cinelatino Investors based upon the relative valuations of the companies. In calculating those allocations, the parties considered that the WAPA/Cinelatino Investors were essentially rolling over their equity into the combined company and not being cashed out. As a result the Azteca Initial Stockholders agreed to contribute a total of 250,000 shares of Azteca common stock to Azteca for no consideration and to subject an additional 250,000 shares of Hemisphere Class A common stock to forfeiture if the market price of shares of Hemisphere Class A common stock did not reach certain levels.



Table of Contents

The parties also discussed the possibility of issuing additional warrants or having the WAPA/Cinelatino Investors purchase certain Public Warrants in addition to issuing additional shares subject to forfeiture in order to offset the dilution that will be incurred by the WAPA/Cinelatino Investors. The Azteca board was concerned about the immediate dilutive effect of issuing additional shares or warrants. The parties determined that the WAPA/Cinelatino Investors would receive an additional 3,000,000 shares, but that such shares would be subject to forfeiture if the market price of shares of Hemisphere Class A common stock did not reach certain levels. This would reduce the immediate dilutive effect of such shares and the WAPA/Cinelatino Investors would benefit from such shares only to the extent the market price of the Hemisphere Class A common stock reached certain levels.

On January 22, 2013, a press release was issued announcing the Transaction and shortly thereafter Azteca filed a Current Report on Form 8-K and the exhibits thereto announcing Azteca's entry into the Merger Agreement.

During its deliberations on the Transaction, Azteca's board of directors received information from Azteca's officers and advisors on Hemisphere management's expected 2012 EBITDA and budgeted EBITDA for 2013, including an update to those projections after the amendments to the MVS related party agreements were finalized. The projection information the Azteca Board received as updated is consistent with the projections reflected in the investor presentation filed with the SEC by Hemisphere on February 5, 2013 pursuant to Rule 425 of the Securities Act.

The Azteca board was acutely aware of the impending requirement to liquidate Azteca if no business transaction could be consummated in connection with its decision to approve the Transaction with WAPA and Cinelatino. The Azteca board had reviewed several alternative transactions and determined that the proposed Transaction with WAPA and Cinelatino was attractive enough that the Azteca stockholders should be given an opportunity to consider that Transaction prior to Azteca's termination date.

The impending termination of Azteca had no impact on the Azteca board's decision not to obtain a fairness opinion. The officers and directors of Azteca have substantial media experience. Certain outside directors of Azteca were familiar with Cinelatino's Mexican operations. Azteca's advisors have substantial experience with mergers and acquisitions. Finally, Azteca's stockholders are substantially more sophisticated than many investors. Based on all of those factors, the Azteca board had determined that a fairness opinion was neither necessary nor appropriate.

**Recommendation of the Azteca Board; Reasons for the Transaction**

At a meeting held on January 14, 2013, the Azteca Board unanimously (i) approved the Merger Agreement and the consummation of the transactions contemplated thereby upon the terms and subject to the conditions set forth therein, (ii) determined that the terms of the Transaction are fair to, and in the best interests of, Azteca and its stockholders, (iii) directed that the Merger Agreement be submitted to Azteca stockholders for approval and adoption, (iv) recommended that Azteca stockholders approve and adopt the Merger Agreement and (v) declared the advisability of the Merger Agreement and the Azteca Merger. ACCORDINGLY, THE AZTECA BOARD UNANIMOUSLY RECOMMENDS THAT AZTECA STOCKHOLDERS VOTE "FOR" THE PROPOSAL TO APPROVE AND ADOPT THE MERGER AGREEMENT AND "FOR" THE PROPOSAL TO APPROVE THE ADJOURNMENT OF THE SPECIAL MEETING (IF IT IS NECESSARY OR APPROPRIATE TO SOLICIT ADDITIONAL PROXIES BECAUSE THERE ARE NOT SUFFICIENT VOTES TO APPROVE ADOPT THE MERGER AGREEMENT) .

As described under "Background of the Transaction" above, the Azteca Board, in evaluating the Transaction, consulted with Azteca's management and legal and financial advisors and, in reaching its decision to approve and adopt the Merger Agreement and the transactions contemplated thereby, considered a variety of factors weighing positively and negatively in connection with the Transaction. In light of the number and wide variety of factors considered in connection with its evaluation of the

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### Table of Contents

transactions, the Azteca Board did not consider it practicable to, and did not attempt to, quantify or otherwise assign relative weights to the specific factors it considered in reaching its determination. The Azteca Board viewed its position as being based on all of the information available and the factors presented to and considered by it. In addition, individual directors may have given different weight to different factors. This explanation of Azteca's reasons for the Transaction and all other information presented in this section is forward-looking in nature and, therefore, should be read in light of the factors discussed under "Forward-Looking Statements."

Azteca has been in search of a business combination partner since its initial public offering in July 2011. The Azteca Board believes that a business combination of WAPA, Cinelatino and Azteca presents an opportunity to increase stockholder value because the combined entity will be an attractive offering to public company investors as a pure play, independently-owned Hispanic media platform. The reasons in favor of the Transaction considered by the Azteca Board include, but are not limited to, the following:

The significant growth of the Hispanic population, number of Hispanic pay-TV households, and number of Hispanic programming package subscribers in the U.S.; and the Azteca board's belief that the combined company's revenues benefit from such growth;

The leadership position of WAPA and Cinelatino in their respective markets reflected in the television ratings of WAPA PR and Cinelatino and the broad distribution of WAPA America and Cinelatino in the U.S.;

The combined company's track record of strong EBITDA and free cash flow reflected in WAPA and Cinelatino's financial statements;

The combined company's substantial cash position and approximately zero net leverage after consummation of the Transaction, reflected in the combined company's pro forma balance sheet, assuming that there have been no redemptions of the Public Shares;

The combined company's growth profile, including: (i) WAPA and Cinelatino's track record of growth reflected in their respective financial statements; (ii) opportunities for increased revenue stemming from expected continued growth in (A) Hispanic pay-TV households in the U.S., (B) Hispanic programming package subscribers in the U.S., (C) Hispanic cable TV advertising in the U.S., and (D) Pay-TV households in Latin America; (iii) opportunities for increased revenue stemming from management's business plan, which includes (A) growing subscribers in the U.S. for both Cinelatino and WAPA America, (B) increasing distribution of Cinelatino throughout Latin America, (C) converting Cinelatino to an ad-supported model, (D) increasing retransmission revenue for WAPA PR, (E) growing advertising at WAPA America, and (F) strategic acquisition-based growth; and (iv) the Azteca board's belief that these growth opportunities compare favorably to growth expectations of other public cable TV network companies, including Discovery Communications, Inc., AMC Networks Inc., and Scripps Networks Interactive, Inc.;

A combination of advertising and predictable contractual revenue streams, allowing the combined company to capitalize on favorable macro-economic trends;

Experienced management team with significant years of directly relevant industry experience, including improving financial results of WAPA and Cinelatino since 2007. The Azteca board believes management's experience significantly improves the prospects of successful execution of the business plan initiatives described above;

The current ownership groups of WAPA and Cinelatino rolling over their equity interests rather than being cashed out, which the Azteca board believes reflects the ownership groups' belief in the continued growth prospects of the combined companies;

The historical valuations experienced by successful public companies in the cable television network sector listed above, which the Azteca board believes compare favorably to the valuation



Table of Contents

of the combined company, including taking into account its growth prospects described above; and

The financial and other terms and conditions of the Merger Agreement, as reviewed by the Azteca board and the fact that such terms and conditions, including without limitation valuation, continuity in management, continuity in ownership and voting control, reduced potential dilution because of the Warrant Amendment, and amount of available cash following consummation of the Transaction, are reasonable and were the product of arm's-length negotiations between the parties.

The Azteca board also considered the following potentially negative factors associated with the Transaction:

Macroeconomic uncertainty and the effects it could have on the combined company's revenues, particularly advertising revenues;

The combined company's ability to successfully manage relationships with customers, distributors and other important third parties, including as contracts with such parties expire;

The combined company's relatively small size compared to the comparable cable TV network companies described above;

Execution risk of the combined company's business plans described above;

Competition in the industry, which for example could put pressure on advertising revenues, subscription revenues and content acquisition costs of the combined company; and

The interests of Azteca's principal stockholders, executive officers and directors in the Transaction (see "The Transaction Interests of Azteca Officers and Directors in the Transaction" beginning on page 160).

The Azteca board concluded, however, that the potentially negative factors associated with the Transaction were outweighed by the potential benefits of the Transaction, including the ability of Azteca's stockholders to either convert their shares into Hemisphere Class A common stock, or to redeem their shares for a pro rata portion of the cash balance in the Trust Account. This compares to Azteca's stockholders having only a right to a pro rata portion of the cash balance in the Trust Account upon liquidation of Azteca if the Azteca board had disapproved the Transaction. The above discussion of the material factors considered by the Azteca board is not intended to be exhaustive, but does set forth the principal factors considered by the Azteca board.

The comparable companies the Azteca board reviewed were AMC Networks, Discovery Communications and Scripps Networks. The Azteca board compared publically available financial performance metrics relating to such companies against similar financial information that had been received from WAPA and Cinelatino. These performance metrics were the total enterprise value of such companies as compared to Hemisphere (on a pro forma basis) as well as benchmarking Hemisphere's estimated and projected EBITDA growth and EBITDA margins for 2012 and 2013 against the estimated 2012 and 2013 EBITDA and EBITDA margins of such companies based on publically available information.

The Azteca board decided not to obtain a fairness opinion in connection with the Transaction. The officers and directors of Azteca have substantial media experience. Certain outside directors of Azteca were familiar with Cinelatino's Mexican operations. Azteca's advisors have substantial experience with mergers and acquisitions. Finally, Azteca's stockholders are substantially more sophisticated than many investors. Based on all of those factors, the Azteca board had determined that a fairness opinion was neither necessary nor appropriate.

Table of Contents

**Consequences to Azteca if the Merger agreement Is Not Approved and Adopted**

If the Azteca Merger proposal is not approved and adopted by the Azteca stockholders, if required regulatory approvals are denied or delayed or certain other closing conditions are not met and are not waived, the Transaction will not occur. In addition, If Azteca does not complete the Transaction or any other business combination by April 6, 2013, Azteca will automatically dissolve and liquidate. In any liquidation, the funds held in the Trust Account, including interest but net of franchise and income taxes payable and less up to \$50,000 of such net interest that may be released to Azteca from the Trust Account to pay liquidation expenses, will be distributed pro rata to Azteca public stockholders and Azteca will be dissolved in accordance with the Azteca's amended and restated certificate of incorporation. The Azteca Initial Stockholders have waived any right to any liquidation distribution with respect to their Founder Shares and any Public Shares they may hold in connection with the consummation of a business combination.

**Azteca's Financial Advisors**

Azteca engaged Deutsche Bank Securities Inc., or Deutsche Bank and Maxim Group LLC as its financial advisors to assist with the Transaction. In addition, Azteca engaged Stan Budeshtsky as a consultant to assist with the Transaction.

Deutsche Bank is entitled to reimbursement from Azteca of certain of its expenses in connection with its engagement as Azteca's financial advisor. The Azteca Board did not request, and therefore will not receive, a fairness opinion from Deutsche Bank in connection with the Transaction. For more information, please refer to "Risk Factors Risk Factors Relating to Azteca The Azteca Board did not obtain a third-party valuation or fairness opinion in determining whether or not to proceed with the Transaction" on page 44. Deutsche Bank served as sole underwriter of Azteca's initial public offering and Azteca paid to Deutsche Bank underwriting discounts and commissions equal to approximately \$1,750,000 upon consummation of the initial public offering.

**Redemption Rights of Azteca Stockholders**

Azteca is providing its stockholders with the opportunity to redeem their Public Shares of Azteca stock for cash in an amount equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares. Based on the amount outstanding in the Trust Account as of January 10, 2013, we anticipate that the redemption price will be \$10.05. Public Shares will only be redeemed if the Transaction is consummated. However, even if the Transaction is not consummated, holders of Public Shares who elected to redeem Public Shares would receive the same portion of the Trust Account that they would receive upon liquidation. As of March 1, 2013, the redemption value would be equal to approximately \$10.05 per share. The initial public offering price of Azteca's units was \$10.00 per unit.

Only stockholders of record as of the record date may exercise redemption rights for their shares of Azteca common stock. Consequently, shares of Azteca common stock transferred after the record date cannot be redeemed. There will be no redemption rights upon the consummation of the Transaction with respect to Azteca warrants. The Azteca Initial Stockholders have agreed to waive their redemption rights with respect to their Founder Shares and any Public Shares they may hold in connection with the consummation of the Transaction, and the Founder Shares will be excluded from the pro rata calculation used to determine the per-share redemption price.

Azteca will consummate the Transaction only if at least a majority of the outstanding shares of its common stock are voted in favor of the Azteca Merger proposal. The Azteca Initial Stockholders have agreed to vote their Founder Shares in favor of the Azteca Merger proposal. Each public shareholder

Table of Contents

of Azteca common stock may elect to redeem such holder's Public Shares irrespective of whether such holder votes for or against the approval of the Azteca Merger proposal. Azteca has no specified maximum redemption threshold. However, Azteca will not close the Transaction unless it has at least \$80.0 million of cash held in the Trust Account. Azteca's public stockholders would be able to redeem their shares up to two business days prior to the vote on the Azteca Merger proposal.

Azteca stockholders, together with any of their affiliates or any other person with whom they are acting in concert or as a "group" (as defined under Section 13 of the Exchange Act), will be restricted from redeeming their shares with respect to more than an aggregate of 15% of the shares sold in Azteca's initial public offering. Azteca may enter into privately negotiated transactions to purchase Public Shares from stockholders prior to consummation of the Transaction with proceeds to be released from the Trust Account immediately following consummation of the Transaction.

**Interests of Azteca Officers and Directors in the Transaction**

Azteca's directors and executive officers may have direct and indirect interests in the Transaction that are different from, or in addition to or in conflict with, yours. These interests include the continued employment of certain executive officers of Azteca by Hemisphere, the continued service of certain directors of Azteca as directors of Hemisphere, and the indemnification of former Azteca directors and officers by Hemisphere and the surviving entities.

In addition, certain of Azteca's executive officers and directors have financial interests in the Transaction that are different from, or in addition to, the interests of Azteca's stockholders, other than the Azteca Initial Stockholders. These interests are:

Azteca's amended and restated certificate of incorporation provides that if a definitive agreement to consummate a business combination has been executed but no business combination is consummated by April 6, 2013, Azteca is required to begin the dissolution process provided for in Azteca's amended and restated certificate of incorporation. In the event of a dissolution, the 2,500,000 shares of Azteca common stock that Azteca's founders purchased prior to Azteca's initial public offering for an aggregate purchase price of approximately \$25,000 would become worthless, as the Azteca founders have waived any right to receive liquidation distributions with respect to these shares. Such shares had an aggregate market value of approximately \$ million, based upon the closing price of \$ of the Azteca common stock on the OTCBB on , 2013, the record date.

all of the 4,666,667 Sponsor Warrants purchased by Azteca's Sponsor would expire and become worthless. Such warrants had an aggregate value of approximately \$ million, based on the closing price of the Azteca warrants of \$ on the OTCBB on , 2013, the record date.

Azteca will purchase from the Current Sponsor Warrant holders, 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Hemisphere Class A common stock) for a purchase price per warrant equal to \$0.50 immediately prior to the consummation of the Transaction.

the Azteca Initial Stockholders will contribute a total of 250,000 shares of Azteca common stock to Azteca for no consideration immediately prior to the closing of the Transaction, and such shares will be cancelled.

in addition to the 735,294 shares subject to forfeiture pursuant to the Securities Purchase Agreement, the Azteca Initial Stockholders will agree to subject an additional 250,000 shares of Hemisphere Class A common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels.

Azteca expects that Messrs. Gabriel Brener and John Engelman will be members of Hemisphere's board of directors following the consummation of the Transaction.

Table of Contents

Mr. Gabriel Brener, who controls Azteca's Sponsor and is a member of Azteca's board of directors, has agreed that, if Azteca dissolves prior to the consummation of a business combination, he will personally indemnify Azteca for any and all loss, liability, claim, damage and expense which it may become subject to as a result of a claim by any vendor, prospective target business or other entity that has not signed a waiver of claims against Azteca's Trust Account and is owed money by Azteca for services rendered or products sold to the extent necessary to ensure that such loss, liability, claim, damage or expense does not reduce the amount of funds held in Azteca's Trust Account. Azteca's Sponsor has agreed to loan Azteca such funds as may be necessary to fund working capital of Azteca in an amount not to exceed \$250,000. The loan will be non-interest bearing and will be payable by Azteca or Hemisphere at or prior to the consummation of the Transaction.

The members of the Azteca Board were aware of and considered the interests summarized above, among other matters, in evaluating and negotiating the Merger Agreement and the transactions contemplated thereby and in recommending to Azteca stockholders, that the Merger Agreement be approved and adopted. You should be aware of these interests when you consider the Azteca Board's recommendation that you vote in favor of the approval and adoption of the Merger Agreement and the consummation of the transactions contemplated thereby.

**Interests of WAPA and Cinelatino Officers and Directors in the Transaction**

No director, executive officer, or any such person's affiliate holds a votable interest in either of WAPA or Cinelatino respectively. WAPA is a wholly-owned subsidiary of the WAPA Member, which has approved WAPA's entry into the Merger Agreement and consummation of the Transaction. Cinelatino's board of directors and shareholders have each unanimously approved the Merger Agreement and the consummation of the Transaction.

The WAPA/Cinelatino Investors have agreed to subject a total of 3,000,000 shares of Hemisphere Class B common stock to certain forfeiture provisions if the market price of shares of Hemisphere Class A common stock does not reach certain levels.

**Accounting Treatment of the Transaction**

The Transaction will result in the exchange of equity interests between Azteca, Cinelatino, WAPA and Hemisphere. Cinelatino and WAPA have acted in concert to negotiate the exchange of equity interests with Azteca and Hemisphere. The combined operations of Cinelatino and WAPA will represent the ongoing reporting entity for accounting purposes and their historic financial statements will become the financial statements of Hemisphere. Cinelatino and WAPA are not considered to have a change in control since Cinelatino and WAPA's operations will represent the ongoing operations of the combined entity, its former equity owners will serve as the senior management of the combined entity, will own a majority voting interest in the combined entity and will be able to elect a majority of the combined entity's board of directors. Accordingly, the Transaction does not constitute an acquisition of a business for purposes of Financial Accounting Standards Board's Accounting Standard Codification 805, "Transactions," or ASC 805. As a result, the assets and liabilities of Cinelatino, WAPA and Azteca will be carried at historical cost and Hemisphere will not record any step-up in basis or recognition of intangible assets or goodwill as a result of the Transaction. All direct costs of the Transaction will be offset to additional paid-in capital.

**Listing of Hemisphere Class A common stock**

Hemisphere, Azteca, Cinelatino, and WAPA have agreed to use their reasonable best efforts to cause the shares of Hemisphere Class A common stock to be issued in connection with the Transaction to be listed on NASDAQ. Additionally, the listing of the Hemisphere Class A common stock issuable under the Merger Agreement and those shares of Hemisphere Class A common stock required to be reserved for issuance in connection with the Transaction on NASDAQ is a condition of the consummation of the Transaction, provided that the foregoing condition shall be deemed to be satisfied if the sole reason Hemisphere Class A Common Stock has not been authorized for listing on NASDAQ shall be the failure of Hemisphere to have at least the minimum number of "Round Lot Holders" (as defined in Rule 5005(a)(37) of the NASDAQ Listing Rules) required for such a listing.

Table of Contents

**MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES**

Subject to the qualifications, assumptions and limitations in the opinion attached as Exhibit 8.1, the statements of law and legal conclusions set forth below (unless otherwise noted in the following discussion), represent the opinion of Greenberg Traurig, LLP.

The following is a discussion of the material U.S. federal income tax consequences of the Transaction and Warrant Amendment applicable to U.S. holders of Azteca common stock and U.S. holders of Public Warrants. This discussion is based upon the Code, Treasury Regulations, judicial authorities, published positions of the Internal Revenue Service, which we refer to as the IRS, and other applicable authorities, all as currently in effect and all of which are subject to change or differing interpretations (possibly with retroactive effect). This discussion does not address U.S. federal tax laws other than those pertaining to U.S. federal income taxation (such as estate or gift tax laws or the recently implemented Medicare tax on investment income), nor does it address any aspects of U.S. state or local or non-U.S. taxation.

This discussion is limited to U.S. holders (as defined below) that hold their shares of Azteca common stock and Public Warrants as capital assets for U.S. federal income tax purposes. This discussion does not address all of the tax consequences that may be relevant to a particular stockholder or warrant holder or to stockholders or warrant holders that are subject to special treatment under U.S. federal income tax laws, such as:

stockholders that are not U.S. holders;

financial institutions;

insurance companies;

tax-exempt organizations;

dealers in securities or currencies;

persons whose functional currency is not the U.S. dollar;

traders in securities that elect to use a mark to market method of accounting;

persons who own more than 5% of the outstanding stock or Public Warrants of Azteca;

persons that hold Azteca common stock as part of a straddle, hedge, constructive sale or conversion transaction;

U.S. holders who acquired their shares of Azteca common stock or warrants through the exercise of an employee stock option or otherwise in connection with the performance of services; and

Azteca's Sponsor, the Sponsor Investors (as defined below) and their affiliates.

As used herein, the term "U.S. holder" means any beneficial owner of Azteca common stock or Public Warrants that is, for U.S. federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source, (iv) a trust if (A) a court within the United States is able



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to exercise primary supervision over the administration of the trust and (B) one or more United States persons have the authority to control all substantial decisions of the trust, or (v) an eligible trust that elects to be taxed as a U.S. person under applicable Treasury Regulations.

If a partnership (including for this purpose any entity so characterized for U.S. federal income tax purposes) holds Azteca common stock or Public Warrants, the tax treatment of such partnership and a

Table of Contents

person treated as a partner of such partnership generally will depend on the status of the partner and the activities of the partnership. Partnerships holding Azteca common stock or Public Warrants and persons that are treated as partners of such partnerships should consult their own tax advisors as to the particular U.S. federal income tax consequences of the Transaction and the Warrant Amendment.

It is a condition to Azteca's obligation to complete the Transaction that Hemisphere receives an opinion of its counsel, Greenberg Traurig, LLP, to the effect that the Azteca Merger, the WAPA Merger and the Cinelatino Merger, taken together, will qualify as an exchange described in Section 351(a) of the Code. It is a condition of WAPA's and Cinelatino's obligations to complete the WAPA Merger and Cinelatino Merger that WAPA and Cinelatino receive a written opinion of their counsel, Paul, Weiss, Rifkind, Wharton & Garrison LLP, to the effect that the Azteca Merger, the WAPA Merger and the Cinelatino Merger, taken together, will qualify as an exchange described in Section 351(a) of the Code. In rendering the opinions, counsel for Azteca, WAPA and Cinelatino, respectively, may require and rely upon representations contained in letters and certificates to be received from these companies. If the letters or certificates are incorrect, the conclusions reached in the tax opinions could be jeopardized. In addition, the opinions will be subject to certain qualifications and limitations as set forth in the opinions.

None of the tax opinions given in connection with the Transaction will be binding on the IRS. Azteca does not intend to request any ruling from the IRS as to the U.S. federal income tax consequences of the Transaction. Consequently, no assurance can be given that the IRS will not assert, or that a court would not sustain, a position contrary to any of those set forth below. In addition, if any of the representations or assumptions upon which those opinions are based is inconsistent with the actual facts, the U.S. federal income tax consequences of the Transaction could be adversely affected.

This summary does not address the U.S. federal income tax consequences of transactions effectuated prior or subsequent to, or concurrently with, the Transaction or the Warrant Amendment (whether or not any such transactions are undertaken in connection with the Transaction or the Warrant Amendment).

**THE FOLLOWING IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE. U.S. HOLDERS OF AZTECA COMMON STOCK AND PUBLIC WARRANTS SHOULD CONSULT WITH THEIR TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE TRANSACTION AND WARRANT AMENDMENT, AND CONSIDERATIONS RELATING TO THE OWNERSHIP AND POSSIBLE DISPOSITION OF HEMISPHERE CLASS A COMMON STOCK AND WARRANTS, INCLUDING THE EFFECTS OF U.S. FEDERAL, STATE, AND LOCAL AND NON-U.S. TAX LAWS.**

**HOLDERS OF AZTECA COMMON STOCK AND PUBLIC WARRANTS THAT ARE NOT U.S. HOLDERS ARE ADVISED TO CONSULT THEIR TAX ADVISERS REGARDING THE TAX CONSEQUENCES OF THE TRANSACTION AND WARRANT AMENDMENT, AND CONSIDERATIONS RELATING TO THE OWNERSHIP AND POSSIBLE DISPOSITION OF HEMISPHERE CLASS A COMMON STOCK AND WARRANTS, INCLUDING THE EFFECTS OF U.S. FEDERAL, STATE, AND LOCAL AND NON-U.S. TAX LAWS.**

**Material U.S. Federal Income Tax Consequences of the Transaction to Azteca Stockholders**

The Azteca Merger, the WAPA Merger and the Cinelatino Merger, taken together, will qualify as an exchange described in Section 351 of the Code. Subject to the discussion below, a U.S. holder of Azteca common stock will not recognize gain or loss upon the exchange of Azteca common stock for Hemisphere Class A common stock, the aggregate tax basis of the Hemisphere Class A common stock the U.S. holder of Azteca common stock receives will be equal to the aggregate tax basis of the Azteca common stock exchanged therefor, and the holding period of the Hemisphere Class A common stock will include the U.S. holder's holding period of the Azteca common stock surrendered in exchange therefor.

Table of Contents

Notwithstanding the foregoing, there is a risk that a U.S. holder of Azteca common stock will be taxed on the Hemisphere Class A common stock received in the Azteca Merger at ordinary income rates to the extent the stockholder is deemed to receive Hemisphere Class A common stock other than as consideration for the stockholder's Azteca common stock surrendered in the Azteca Merger. In this regard, in Revenue Ruling 73-233, the IRS ruled that certain stockholders of an acquired company realized ordinary income upon the receipt of merger consideration in excess of their pro rata share of the aggregate consideration paid by the acquiring corporation in a circumstance where the excess consideration was paid to such stockholders to induce them to vote for the Transaction. As a result of the cancellation of common stock held by the Azteca Initial Stockholders, the Azteca Initial Stockholders may be deemed to be forgoing a portion of the consideration to which they might otherwise be entitled and paying that amount to the public holders of Azteca common stock in order to secure favorable public stockholder acceptance of the Azteca Merger. Based on the terms of the Merger Agreement, under this theory, a significant portion of the shares of the Hemisphere Class A common stock could be treated as having been received by the public shareholders of Azteca common stock from the Azteca Initial Stockholders. Hemisphere and Azteca intend to treat the entire amount of Hemisphere Class A common stock received by the holders of Azteca common stock as consideration for their Azteca common stock surrendered in the Azteca Merger, giving rise to the income tax consequences described in the preceding paragraph. However, due to the lack of definitive authority and uncertain scope of Revenue Ruling 73-233, Greenberg Traurig, LLP, has not rendered an opinion regarding the issue described in this paragraph. U.S. holders of Azteca common stock are urged to consult with their tax advisers regarding this matter.

**Redemption of Azteca Common Stock**

In the event that a U.S. holder of Azteca common stock exercises such holder's right to have such holder's common stock redeemed pursuant to the redemption provisions described in this registration statement, the treatment of the transaction for U.S. federal income tax purposes will depend on whether the redemption qualifies as a sale of such common stock or whether the U.S. holder will be treated as receiving a corporate distribution. Whether that redemption qualifies for sale treatment will depend largely on the total number of shares of Azteca common stock treated as held by the U.S. holder (including any stock constructively owned by the U.S. holder as a result of, among other things, owning warrants) relative to all of shares of Azteca common stock both before and after the redemption. The redemption of common stock generally will be treated as a sale of the common stock (rather than as a corporate distribution) if the redemption is "substantially disproportionate" with respect to the U.S. holder, results in a "complete termination" of the U.S. holder's interest in Azteca or is "not essentially equivalent to a dividend" with respect to the U.S. holder. These tests are explained more fully below.

In determining whether any of the foregoing tests are satisfied, a U.S. holder takes into account not only stock actually owned by the U.S. holder, but also shares of Azteca common stock that are constructively owned by such U.S. holder. A U.S. holder may constructively own, in addition to stock owned directly, stock owned by certain related individuals and entities in which the U.S. holder has an interest or that have an interest in such U.S. holder, as well as any stock the U.S. holder has a right to acquire by exercise of an option, which generally would include common stock that could be acquired pursuant to the exercise of the Public Warrants. In order to meet the substantially disproportionate test, the percentage of Azteca's outstanding voting stock actually and constructively owned by the U.S. holder immediately following the redemption of common stock must, among other requirements, be less than 80 percent of the percentage of Azteca's outstanding voting stock actually and constructively owned by the U.S. holder immediately before the redemption. There will be a complete termination of a U.S. holder's interest if either all the shares of Azteca common stock actually and constructively owned by the U.S. holder are redeemed or all the shares of Azteca common stock actually owned by the U.S. holder are redeemed and the U.S. holder is eligible to waive, and effectively waives in

Table of Contents

accordance with specific rules, the attribution of stock owned by certain family members and the U.S. holder does not constructively own any other stock. The redemption of the common stock will not be essentially equivalent to a dividend if a U.S. holder's redemption results in a "meaningful reduction" of the U.S. holder's proportionate interest in Azteca. Whether the redemption will result in a meaningful reduction in a U.S. holder's proportionate interest in Azteca will depend on the particular facts and circumstances. However, the IRS has indicated in a published ruling that even a small reduction in the proportionate interest of a small minority stockholder in a publicly held corporation who exercises no control over corporate affairs may constitute such a "meaningful reduction." A U.S. holder should consult with its own tax advisors as to the tax consequences of a redemption.

If the redemption qualifies as a sale of common stock by the U.S. holder under Section 302 of the Code, the U.S. holder generally will be required to recognize gain or loss in an amount equal to the difference, if any, between the amount of cash received and the tax basis of the shares of Azteca common stock redeemed. Such gain or loss should be treated as capital gain or loss if such shares were held as a capital asset on the date of the redemption. A stockholder's tax basis in such holder's shares of Azteca common stock generally will equal the cost of such shares. A stockholder that purchased Azteca units would have been required to allocate the cost between the shares of common stock and the Public Warrants comprising the units based on their relative fair market values at the time of the purchase.

If the redemption does not qualify as a sale of common stock under Section 302 of the Code, then the U.S. holder will be treated as receiving a corporate distribution. Such distribution generally will constitute a dividend for U.S. federal income tax purposes to the extent paid from current or accumulated earnings and profits, as determined under U.S. federal income tax principles. Distributions in excess of current and accumulated earnings and profits will constitute a return of capital that will be applied against and reduce (but not below zero) the U.S. holder's adjusted tax basis in such U.S. holder's Azteca common stock. Any remaining excess will be treated as gain realized on the sale or other disposition of the common stock. Special rules apply to dividends received by U.S. holders that are taxable corporations. After the application of the foregoing rules, any remaining tax basis of the U.S. holder in the redeemed common stock will be added to the U.S. holder's adjusted tax basis in its remaining stock, or, if it has none, to the U.S. holder's adjusted tax basis in its warrants or possibly in other stock constructively owned by it.

**Material U.S. Federal Income Tax Consequences of Warrant Amendment and Transaction to U.S. Holders of Public Warrants**

The Warrant Amendment will reduce the number of shares of Azteca common stock issuable upon exercise of the Public Warrants by half, and each holder of Public Warrants will receive, for each such Azteca Warrant (in exchange for the reduction of shares for which such Public Warrants are exercisable), the Cash Amount. While there are no legal authorities which are directly on point and accordingly, counsel is unable to render an unqualified "will" opinion, the Warrant Amendment should be treated as if each holder of Public Warrants sold one-half of its Public Warrants. Accordingly, a U.S. holder of Public Warrants should recognize capital gain or loss with respect to the Warrant Amendment, and the amount of such capital gain or loss should be equal to the difference between the amount of cash received and one-half of the U.S. holder's adjusted tax basis in the Public Warrants. For purposes of determining the adjusted tax basis in the Public Warrants, a Public Warrant holder that purchased Azteca units would have been required to allocate the cost between the shares of common stock and the Public Warrants comprising the units based on their relative fair market values at the time of the purchase.

As part of the Transaction, all of the Amended Azteca Warrants outstanding immediately prior to the consummation of the Transaction will be exchanged for an equal number of warrants to purchase Hemisphere Class A common stock. A U.S. holder whose Amended Azteca Warrants are converted

Table of Contents

into warrants to purchase Hemisphere Class A common stock will be treated as if they had exchanged their Amended Azteca Warrants for warrants to purchase Hemisphere Class A common stock. If the merger of Azteca Merger Sub with and into Azteca were to qualify as a reorganization under Section 368(a), a U.S. holder would not recognize gain or loss in connection with its exchange of Amended Azteca Warrants for warrants to purchase Hemisphere Class A common stock, and such U.S. holder's adjusted tax basis and holding period in the warrants to purchase Hemisphere Class A common stock received would be the same as such U.S. holder's adjusted tax basis and holding period in the Amended Azteca Warrants exchanged or deemed exchanged in connection with the Warrant Amendment. If, however, the merger of Azteca Merger Sub with and into Azteca does not qualify as a reorganization under Section 368(a), a U.S. holder of Amended Azteca Warrants generally would recognize capital gain or loss equal to the excess of the fair market value of the warrants to purchase Hemisphere Class A common stock received over such U.S. Holder's tax basis in the Amended Azteca Warrants surrendered. The merger of Azteca Merger Sub with and into Azteca in exchange for Hemisphere Class A common stock takes the form of a reverse triangular merger, which subject to certain requirements, may qualify as a reorganization under Section 368(a)(1)(A) and Section 368(a)(2)(E). However, to qualify as reorganization, the acquiring corporation must either continue the acquired corporation's historic business or use a significant portion of the acquired corporation's historic business assets in a business. Since Azteca has never been engaged in an active business, it is unclear whether this requirement can be satisfied. While it is possible that the merger of Azteca Merger Sub with and into Azteca will qualify as reorganization under Section 368(a), such qualification is not a condition of the Transaction and due to the lack of authority, Greenberg Traurig, LLP, is not rendering an opinion on this issue. A U.S. holder of Azteca Warrants should consult with its own tax advisors as to the tax consequences of the Warrant Amendment and the Transaction.

**Information Reporting Requirements and Backup Withholding**

U.S. holders generally are subject to information reporting requirements and back-up withholding (currently at a rate of 28%) with respect to payments of dividends on, and gross proceeds from the disposition of, the Azteca common stock and Public Warrants, unless the U.S. holder is an exempt recipient or, in the case of back-up withholding, the U.S. holder provides an IRS Form W-9 or otherwise establishes an exemption from back-up withholding. Back-up withholding is not an additional tax. The amount of any back-up withholding may be allowed as a credit against a holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that certain required information is timely furnished to the IRS.

**THIS SECTION IS NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED TO BE, LEGAL, BUSINESS OR TAX ADVICE TO ANY PARTICULAR U.S. HOLDER OF AZTECA COMMON STOCK OR PUBLIC WARRANTS. U.S. HOLDERS OF AZTECA COMMON STOCK OR PUBLIC WARRANTS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE DESCRIBED TRANSACTIONS IN THEIR PARTICULAR CIRCUMSTANCES.**

Table of Contents

**THE AGREEMENTS**

*The following summary describes certain material provisions of the Merger Agreement entered into in connection with the Transaction. This summary is qualified in its entirety by reference to the full text of the Merger Agreement, which is attached to this proxy statement/prospectus as Annex A, and is incorporated by reference into this proxy statement/prospectus. We encourage you to carefully read the Merger Agreement in its entirety for a more complete understanding of the Transaction. The Merger Agreement is included to provide investors and security holders with information regarding the terms of the Merger Agreement. In particular, the assertions embodied in representations and warranties by WAPA, Cinelatino and Azteca contained in the Merger Agreement are subject to important qualifications and limitations agreed to by the parties in connection with negotiating the Merger Agreement. The representations, warranties and covenants in the Merger Agreement are also qualified, modified in important part by the underlying disclosure schedules which are not filed publicly and which are subject to a contractual standard of materiality different from that generally applicable to stockholders and were used for the purpose of allocating risk among the parties rather than establishing matters as facts. These disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties set forth in the Merger Agreement. WAPA, Cinelatino and Azteca do not believe that these schedules contain information that is material to an investment decision.*

**Description of the Merger Agreement**

*Structure of the Mergers*

The Merger Agreement provides for three mergers: (i) Azteca Merger Sub will merge with and into Azteca, whereupon the separate existence of Azteca Merger Sub will cease and Azteca will be the surviving corporation; (ii) WAPA Merger Sub will merge with and into WAPA, whereupon the separate existence of WAPA Merger Sub will cease and WAPA will be the surviving limited liability company; and (iii) Cine Merger Sub will merge with and into Cinelatino, whereupon the separate existence of Cine Merger Sub will cease and Cinelatino will be the surviving corporation. Upon consummation of such mergers, each of WAPA, Cinelatino and Azteca will become indirect wholly-owned subsidiaries of Hemisphere.

*Closing and Effective Time of the Mergers*

The Azteca Merger is to become effective as soon as practicable by the filing of a certificate of merger, certified by the Secretary of Azteca in accordance with the DGCL (the "Azteca Merger Filing"), with the Delaware Secretary of State and making all other filings or recordings required by the DGCL in connection with the Azteca Merger. Concurrently with the Azteca Merger Filing and the Cine Merger Filing, as defined below, the WAPA Merger is to become effective by filing a certificate of merger, certified by the Secretary of WAPA in accordance with the Delaware Limited Liability Company Act (the "WAPA Merger Filing"), with the Delaware Secretary of State and making all other filings or recordings required by the Delaware Limited Liability Company Act in connection with the WAPA Merger. Concurrently with the Azteca Merger Filing and the WAPA Merger Filing, the Cine merger is to become effective by the filing of a certificate of merger, certified by the Secretary of Cinelatino in accordance with the DGCL (the "Cine Merger Filing"), with the Delaware Secretary of State and making all other filings or recordings required by the DGCL in connection with the Cine merger. The parties will hold a closing to verify that all closing conditions have been satisfied or waived immediately prior to the filing of the certificates of merger.

*Merger Consideration*

Each of the shares of Azteca common stock issued and outstanding immediately prior to the effective time (other than any shares canceled pursuant to the Merger Agreement, redeemed shares, or

Table of Contents

dissenting shares), will be automatically converted into one validly issued, fully paid, and non-assessable share of Hemisphere Class A common stock.

If you are a holder of shares of Azteca common stock that have been converted into the right to receive the Azteca Merger consideration, upon surrender of an Azteca certificate, together with the appropriate transmittal materials, you will be entitled to receive the number of shares of Hemisphere Class A common stock representing, in the aggregate, the whole number of shares of Hemisphere Class A common stock that you have the right to receive.

Each share of Azteca Merger Sub common stock held by Holdco immediately prior to the effective time will be canceled and converted into one validly issued, fully paid, and non-assessable share of Azteca common stock.

The WAPA units issued and outstanding immediately prior to the effective time will be automatically converted into the right to receive (i) an aggregate of 20,432,462 shares of Hemisphere Class B common stock and (ii) a cash payment.

Each equity interest of WAPA Merger Sub issued and outstanding immediately prior to the effective time will be canceled and converted into one validly issued, fully paid, and non-assessable equity interest WAPA.

The shares of Cinelatino common stock issued and outstanding prior to the effective time of the merger will be automatically converted into the right to receive (i) an aggregate of 12,567,538 shares of Hemisphere Class B common stock and (ii) a cash payment.

Each share of common stock of Cine Merger Sub issued and outstanding immediately prior to the effective time will be cancelled and converted into one validly issued, fully paid, and non-assessable share of common stock of Cinelatino.

At the effective time, all of the Amended Azteca Warrants outstanding immediately prior to the consummation of the Transaction will be automatically converted into the right to acquire shares of Hemisphere Class A common stock on the same terms as were in effect with respect to the Amended Azteca Warrants immediately prior to the consummation of the Transaction. In addition, immediately prior to the consummation of the Transaction, Azteca will purchase from the Current Sponsor Warrantholders, 2,333,334 Amended Azteca Warrants (i.e., warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50. Immediately following the consummation of the Transaction, Hemisphere will sell to the WAPA/Cinelatino Investors in a private placement transaction exempt from registration under the Act an aggregate of 2,333,334 warrants to purchase 1,166,667 shares of Hemisphere Class A common stock for a purchase price per warrant equal to \$0.50, the Seller Warrants. The Seller Warrants will have the same terms as in effect with respect to the Amended Azteca Warrants immediately prior to the consummation of the Transaction.

***Appraisal Rights Under Delaware Law***

Under Section 262 of the DGCL, holders of Azteca common stock will have dissenters' rights in connection with the Azteca Merger to seek appraisal of the fair value of those shares, as determined by the Delaware Court of Chancery, if the Azteca Merger is completed. In general, shares of Azteca common stock issued and outstanding immediately prior to the effective time of the Azteca Merger that are held by a holder who (i) has not voted "FOR" the adoption of the Merger Agreement, (ii) has filed a written demand of appraisal with Azteca in accordance with the requirements of Section 262 of the DGCL before the taking of the vote on the Azteca Merger at the special meeting, and (iii) has not effectively withdrawn or forfeited such dissenter's rights prior to the effective time of the Azteca Merger, will not be converted into a right to receive Azteca Merger consideration at the effective time. A person having a beneficial interest in shares of Azteca common stock held of record in the name of another person, such as a broker, bank or other nominee, must act promptly to cause the record holder

Table of Contents

to follow the steps set forth under Section 262 of the DGCL in a timely manner to perfect appraisal rights. If, after the effective time of the Azteca Merger, such holder fails to perfect in accordance with Section 262 of the DGCL or withdraws, forfeits or otherwise loses such holder's dissenter's rights, then (A) such shares of Azteca common stock will be treated as if they had been converted as of the effective time of the Azteca Merger into a right to receive the Azteca Merger consideration, without interest thereon, and (B) such holder will receive the Azteca Merger consideration in accordance with the terms of the Merger Agreement. To exercise dissenters' rights, holders of Azteca common stock must strictly follow the procedures prescribed by the DGCL. A stockholder who elects to exercise appraisal rights should mail or deliver such holder's written demand to Azteca at 421 N. Beverly Drive, Suite 300, Beverly Hills, California 90210, attention: Secretary. Attached as Annex C to this proxy statement/prospectus is a copy of Section 262 of the DGCL, which is reproduced in full and describes the procedures relating to the exercise of such dissenters' rights.

Since any payments made to stockholders who validly elect to exercise appraisal rights will not be required to be made by Hemisphere until after the consummation of the Transaction, such elections will not have any impact on the closing condition that Azteca have at least \$80.0 million of cash in the Trust Account (after giving effect to any redemptions by Azteca's stockholders, but before giving effect to cash payable pursuant to the Warrant Amendment, payment of the deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors, transaction expenses and any cash contribution from WAPA or Cinelatino). By contrast, if holders of Public Shares elected to exercise their redemption rights with respect to more than 2,049,752 shares (representing more than 16% of the number of shares outstanding), such redemptions would impact the closing condition that Azteca have at least \$80.0 million of cash in the Trust Account.

*Exchange of Certificates*

As soon as reasonably practicable after the effective time of the mergers, Hemisphere shall cause the exchange agent selected by Hemisphere to mail appropriate transmittal materials to each holder of record of Azteca common stock as of the effective time for use in effecting the surrender of those certificates in exchange for Azteca Merger consideration. Risk of loss and title to the Azteca certificates will remain with the holder until proper delivery of such certificates to the exchange agent. At or prior to the effective time, Hemisphere shall deposit with the exchange agent, in trust for the benefit of the holders of shares of Azteca common stock, shares of Hemisphere Class A common stock sufficient to be issued under the Merger Agreement, payable upon due surrender of the Azteca certificates. The exchange agent, pursuant to irrevocable instructions, shall deliver the appropriate Azteca Merger consideration out of the exchange fund. The Azteca Merger consideration shall be paid as promptly as practicable after the exchange agent receives the Azteca certificate and letter of transmittal, and in any event no later than three business days following the later to occur of (i) the effective time, and (ii) the exchange agent's receipt of the Azteca certificate and letter of transmittal. The certificate or certificates so retired for cash must be duly endorsed as the exchange agent may require. No dividends or distributions with respect to shares of Hemisphere Class A common stock will be paid to the holder of any unretired Azteca certificates, until such Azteca certificates are retired. Following such surrender, the record holder of the shares of Hemisphere Class A common stock will be entitled to receive (i) at the time of such surrender, all dividends and other distributions payable in respect of any such shares of Hemisphere Class A common stock with a record date after the effective time and a payment date on or prior to the date of such surrender and not previously paid and (ii) at the appropriate payment date, the dividends or other distributions payable with respect to such shares of Hemisphere Class A common stock with a record date after the effective time, but with a payment date subsequent to such surrender.



Table of Contents

After the effective time of the mergers, holders of Azteca certificates representing shares of Azteca common stock outstanding immediately prior to the effective time will have no rights with respect to such shares of Azteca common stock, except as otherwise provided in the Merger Agreement or by applicable law.

Any portion of the exchange fund that remains unclaimed by the holders of shares of Azteca common stock one year after the effective time of the Transaction will be returned to Hemisphere upon demand, and any such holder who has not exchanged its shares of Azteca common stock for the Azteca Merger consideration prior to that time will look only to Hemisphere for delivery of the Azteca Merger consideration. None of Hemisphere, WAPA, WAPA Merger Sub, Azteca, Azteca Merger Sub, Cinelatino or Cine Merger Sub will be liable to any holder of shares of Azteca common stock for any Azteca Merger consideration delivered to a public official pursuant to applicable abandoned property laws.

Hemisphere and the exchange agent will be entitled to deduct and withhold from any consideration payable pursuant to the Merger Agreement to any person who was a holder of Azteca common stock such amounts as Hemisphere or the exchange agent is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code or any provision of federal, state, local, or foreign tax law.

In the event that any Azteca certificates have been lost, stolen, or destroyed, the exchange agent shall issue, upon the holder making an affidavit of that fact, cash for any dividends or distributions payable pursuant to the Merger Agreement; provided, however, that Hemisphere may require the owner of such lost, stolen, or destroyed Azteca certificates to deliver an agreement of indemnification or a bond in such reasonable sum as Hemisphere may direct, as indemnity against any claim that may be made against Hemisphere or the exchange agent.

***Representations and Warranties***

The Merger Agreement contains a number of representations and warranties that each of Azteca, WAPA and Cinelatino has made to each other.

The Merger Agreement contains representations and warranties of WAPA relating to the following:

organization and qualification;

capitalization;

subsidiaries;

authority; binding obligation;

no defaults or conflicts;

no governmental authorization required;

financial statements; information supplied;

intellectual property;

compliance with the laws;

contracts;

litigation;

taxes;

permits; FCC authorizations;

Table of Contents

employee benefit plans;

labor relations;

environmental compliance;

insurance;

real property;

affiliate transactions;

absence of certain changes or events;

brokers; and

exclusivity of representations.

The Merger Agreement contains representations and warranties of Cinelatino relating to the following:

organization and qualification; formation of Hemisphere, Holdco and merger subsidiaries;

capitalization;

subsidiaries;

authority;

binding obligation;

no defaults or conflicts;

no governmental authorization required;

financial statements;

information supplied;

intellectual property;

compliance with the laws;

contracts;

litigation;

taxes;

permits;

employee benefit plans;

labor relations;

environmental compliance;

insurance ;

real property;

affiliate transactions;

absence of certain changes or events;

brokers; and

exclusivity of representations.

Table of Contents

The Merger Agreement contains representations and warranties of Azteca relating to the following:

organization, standing, and organizational power; charter documents;

capitalization; post closing capitalization;

authority; binding obligation;

no defaults or conflicts;

no governmental authorization required;

SEC documents; financial statements;

information supplied;

internal controls;

compliance with the laws;

permits;

contracts;

tax matters;

litigation;

no undisclosed liabilities;

interested party transactions;

absence of certain changes or events;

business activities;

Trust Agreement;

Trust Account;

accredited investor status;

Investment Company Act of 1940;

brokers and advisors; and

exclusivity of representations.

***Conduct of Business Pending Consummation of the Transaction***

Under the Merger Agreement, Azteca has agreed, except as expressly contemplated by other provisions of the Merger Agreement, or unless WAPA and Cinelatino otherwise consent in writing to:

use its reasonable best efforts to conduct its business in the ordinary course in a manner consistent with past practice in all material respects; and

prepare, in the ordinary course of business consistent with past practice, and timely file all tax returns required to be filed by it on or before the closing date and fully and timely pay all taxes due in respect of such tax returns that are so filed.

In addition, Azteca and each of its subsidiaries has agreed not to take certain actions, except as expressly contemplated by other provisions of the Merger Agreement, as required by any law, or unless WAPA and Cinelatino otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed). Such actions include:

amending, changing, or failing to comply with the organizational documents of Azteca or any of Azteca's subsidiaries;

Table of Contents

making or authorizing any changes in its authorized or issued capital stock or other equity interests, or directly or indirectly acquiring, redeeming, issuing, delivering, encumbering, pledging, selling, encumbering, or otherwise disposing of any of its capital stock or other equity interests or securities convertible into, or exercisable or exchangeable for, any of its capital stock or other equity interests;

reclassifying, combining, or splitting any of its capital stock or other equity interests, or issuing any other security in respect, lieu, or substitution for shares of its capital stock;

declaring, setting aside, making, or paying any dividend or other distribution or return of capital with respect to any of Azteca's capital stock;

materially modifying or amending, terminating, waiving, releasing, or assigning any material rights or claims under any contract, or entering into any other contract, agreement, or similar arrangement, except in the ordinary course of business;

entering into any agreement with respect to the voting of Azteca's capital stock;

issuing, incurring, assuming, or guaranteeing any indebtedness, issuing or selling any debt securities, or guaranteeing any debt securities of any other entity;

acquiring (by merger, acquisition of stock or assets, or other means) any entity, all or substantially all of the assets of any entity, business or business unit, merging or consolidating with any entity, or forming any joint venture;

adopting a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, bankruptcy, merger or other reorganization, or entering into a letter of intent or agreement in principle with respect thereto;

engaging in any commercial business until the consummation of the mergers;

granting any increase in the compensation or benefits of its directors, officers, or employees, except (i) as required under the terms of an employment agreement or similar service agreement or (ii) with respect to non-officer employees in the ordinary course of business, consistent with past practice;

making any loans, advances, or capital contributions to, or investments in, any individual or entity;

canceling, releasing, compromising, or settling any material action, or waiving or releasing any of Azteca's material rights;

making any material change in any method of accounting or accounting practice policy other than as required by law;

making or changing any material tax election;

changing an annual accounting period, filing any material amended tax return, entering into any material closing agreement, settling any material tax claim or assessment, surrendering any material right to claim a refund of taxes, or taking any other similar action, or omitting to take any action relating to the filing of any material tax return or the payment of any material

tax;

contributing or removing any additional funds to or removing any funds from the Trust Account; or

authorizing, agreeing, or otherwise committing to take any of the foregoing actions.



Table of Contents

Under the Merger Agreement, each of WAPA and Cinelatino has agreed, except as expressly contemplated by other provisions of the Merger Agreement or unless Azteca otherwise consents in writing to:

use its reasonable best efforts to conduct its respective business in the ordinary course in a manner consistent with past practice in all material respects;

prepare, in the ordinary course of business consistent with past practice, and timely file all tax returns required to be filed by it on or before the closing date and fully and timely pay all taxes due in respect of such tax returns that are so filed; and

use its respective reasonable best efforts to preserve, in all material respects, consistent with past practices, its business organizations intact, including the material assets and properties of the business, services of its current officers and key employees, and relations with customers, suppliers, licensors, licensees, distributors, governmental authorities, and others having commercial/business dealings with WAPA or any of WAPA's subsidiaries, or Cinelatino, as applicable.

In addition, each of WAPA and Cinelatino has agreed not to take certain actions, except as expressly contemplated by other provisions of the Merger Agreement, as required by any law, or unless Azteca otherwise consents in writing (which consent shall not be unreasonably withheld, conditioned or delayed). Such actions include:

amending, changing, or failing to comply with the organizational documents of WAPA or Cinelatino or their respective subsidiaries (other than amending Hemisphere's certificate of incorporation), as applicable;

making any changes in its authorized or issued equity interests, or acquiring, redeeming, issuing, delivering, pledging, selling, encumbering, or otherwise disposing of any of its equity interests or securities convertible into, exercisable, or exchangeable for any of its equity interests;

declaring, setting aside, making, or paying any dividend or other distribution or return of capital with respect to any of WAPA's or Cinelatino's equity interests;

reclassifying, combining, or splitting any of its equity interests or issuing other any other security in substitution for its equity interests;

materially modifying or amending, terminating, waiving, releasing, or assigning any material rights or claims under any WAPA material contract or Cinelatino material contract, as applicable, or entering into any other contract that, if existing on the date of the Merger Agreement, would be a WAPA material contract or Cinelatino material contract, as applicable, except in the ordinary course of business;

issuing, incurring, assuming, or guaranteeing any indebtedness, issuing or selling any debt securities, or guaranteeing any debt securities of any person other than (i) the incurrence of indebtedness under (a) the Loan Agreement, dated as of March 31, 2011, among WAPA and WAPA PR as borrowers, various financial institutions who are now or may become parties thereto as lenders, The Bank of Nova Scotia and RBC Capital Markets as joint lead arrangers, Banco Popular de Puerto Rico as syndication agent and The Bank of Nova Scotia as syndication agent, as amended, supplemented or otherwise modified from time to time or (b) the Amended and Restated Credit Agreement, dated as of June 17, 2011, among Cinelatino as the borrower, the other parties thereto designated as credit parties, various financial institutions who are now or may become parties thereto as lenders, General Electric Capital Corporation as agent, GE Capital Markets, Inc. as sole lead arranger and book runner and Royal Bank of Canada as syndication agent, as amended, supplemented or otherwise modified from time to time, as applicable, (ii) for extensions, renewals, or refinancings of existing indebtedness, or (iii) inter-company indebtedness;



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### Table of Contents

entering into any new line of business or opening or closing any existing facility, plant, or office, except in the ordinary course of business;

acquiring any person, all or substantially all of the assets of any person, business or business unit, merging or consolidating with any person, or forming any joint venture;

adopting a plan of complete or partial liquidation, dissolution, restructuring, recapitalization, bankruptcy, merger or other reorganization, or entering into a letter of intent or agreement in principle with respect thereto;

selling, leasing, licensing, or otherwise disposing of or encumbering any of its properties or assets which are material, individually or in the aggregate, to the business of WAPA and its subsidiaries, taken as a whole, or Cinelatino, as applicable, except in each case in the ordinary course of business consistent with past practice;

making any loans, advances, or capital contributions to, or investments in, any person, except advances to employees and directors for travel and business expenses in the ordinary course of business consistent with past practices;

canceling, releasing, compromising, or settling any material action, or waiving or releasing any material rights of WAPA or Cinelatino, including any action that relates to the mergers, except in the ordinary course of business consistent with past practice;

making any material change in any method of accounting or accounting practice policy other than as required by applicable law or by a change in GAAP or similar principles in foreign jurisdictions;

making or changing any material tax election;

except as required by law or by the terms of the applicable WAPA benefit plan or Cinelatino benefit plan, as applicable, entering into, adopting, amending in any material respect, or otherwise materially modifying any WAPA benefit plan or Cinelatino benefit plan, accelerating the payment or vesting of benefits or amounts payable or to become payable under an WAPA benefit plan or Cinelatino benefit plan, as applicable, as currently in effect on the date of the Merger Agreement, failing to make any required contribution to any WAPA benefit plan or Cinelatino benefit plan, as applicable, merging or transferring any WAPA benefit plan or Cinelatino benefit plan, as applicable, or the assets or liabilities of either, changing the sponsor of any WAPA benefit plan or Cinelatino benefit plan, as applicable, or terminating or establishing any WAPA benefit plan or Cinelatino benefit plan, as applicable, in each case, other than new employment arrangements made in the ordinary course of business, consistent with past practices;

changing an annual accounting period, filing any material amended tax return, entering into any material closing agreement, settling any material tax claim or assessment, surrendering any material right to claim a refund of taxes, or taking any other similar action, or omitting to take any action relating to the filing of any material tax return or the payment of any material tax;

revaluing any assets unless required by GAAP;

entering into, renewing, or amending any collective bargaining agreement;

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granting any increase in the compensation or benefits of its directors, officers, or employees, except (i) as required under the terms of an employment agreement or (ii) with respect to non-officer employees in the ordinary course of business, consistent with past practice; or

authorizing, agreeing, or otherwise committing to take any of the foregoing actions.

Table of Contents

*Additional Agreements*

The Merger Agreement also contains additional agreements of the parties, including the following, among others:

Azteca has agreed not to solicit, participate in any discussions regarding, or approve or recommend any competing transaction, or enter into any agreement requiring Azteca to abandon, terminate, or fail to consummate the mergers. Azteca has agreed to immediately cease and terminate all existing discussions or negotiations with any parties conducted before entry into the Merger Agreement with respect to a competing transaction.

Azteca must notify WAPA and Cinelatino orally within 24 hours, if any proposal or offer, or any inquiry or contact with any person with respect thereto, regarding a competing transaction is made, specifying the material terms and conditions thereof and identifying the party making such proposal or contact.

Prior to the adoption of the Merger Agreement by the holders of Azteca common stock, the Azteca Board may furnish information to, and enter into discussions with, a person who has made an unsolicited, written, bona fide proposal or offer, which the Azteca Board has determined, in good faith (after consultation with its outside counsel) that failure to take such actions would be reasonably likely to result in a violation of its fiduciary duties and that such proposal or offer constitutes or is reasonably likely to lead to a superior proposal, provided that (a) an acceptable confidentiality agreement is executed, so long as any material non-public information provided to such person has previously been provided to WAPA and Cinelatino or is provided to WAPA and Cinelatino substantially concurrently with the time it is provided to such person and (b) within 24 hours, Azteca provides WAPA and Cinelatino with any information with respect to Azteca and any of its subsidiaries provided to such person which was not previously provided to WAPA and Cinelatino.

The Azteca Board may not withdraw or modify in a manner adverse to WAPA or Cinelatino its recommendation to its stockholders regarding the Merger Agreement and the Azteca Merger, except in the case of a superior proposal, but then only after providing written notice advising WAPA and Cinelatino that it has received a superior proposal, specifying the material terms and conditions of such superior proposal, identifying the person making such superior proposal, and indicating that the Azteca Board intends to change its recommendation. Azteca will not be entitled to exercise this right until after the 4<sup>th</sup> business day following WAPA's and Cinelatino's receipt of such written notice.

Each of Hemisphere, WAPA, Cinelatino, and Azteca must prepare and file with the SEC this proxy statement/prospectus, and Azteca must cause Hemisphere to prepare and file with the SEC an S-4 registration statement.

Azteca must, as soon as reasonably practicable, duly call, give notice of, convene, and hold the Azteca stockholders' meeting for the purpose of seeking Azteca stockholder approval and the warrant holders' meeting for the purpose of seeking warrant holders' approval.

Each of the parties makes various covenants regarding access to information and confidentiality.

Each of the parties must use reasonable best efforts to consummate the mergers, together with the Transaction.

Each of WAPA and Azteca agrees to make an appropriate filing pursuant to the Hart-Scott-Rodino Act with respect to the merger and make all other necessary filings, forms, declarations, notifications, registrations and notices with other governmental authorities.

Each of the parties must use its reasonable best efforts to cause the Hemisphere Class A common stock issuable as a result of the Transaction (including shares of Hemisphere Class A common stock reserved for future issuances) to be authorized for

listing on NASDAQ.

Table of Contents

Azteca must promptly notify WAPA and Cinelatino, and each of WAPA and Cinelatino must promptly notify Azteca of any change or event that would have or would reasonably be expected to have, individually or in the aggregate, an Azteca material adverse effect, a WAPA material adverse effect (alternatively referred to as an IM material adverse effect), or a Cinelatino material adverse effect, respectively, (as those terms or their equivalents are used in the Merger Agreement) or which would be reasonably likely to result in the failure of any of the conditions to the obligations of the other party set forth in the Merger Agreement to be satisfied.

Under the terms of the Merger Agreement, the parties have agreed that all rights of indemnification to Azteca's, WAPA's and Cinelatino's current and former directors, officers, managers and members, and any person who assumes such position prior to the effective date, provided by Azteca, WAPA or Cinelatino, as applicable, in their respective organizational documents or indemnification contracts will survive the mergers and continue in full force and effect and will be assumed and performed by Hemisphere and the surviving entities after consummation of the mergers. In addition, the Merger Agreement requires that Hemisphere maintain either (i) "tail" insurance policies purchased by Azteca, WAPA and Cinelatino with a claims period of no more than six years from the effective time of the mergers with respect to directors' and officers' liability insurance and fiduciary liability insurance with benefits and levels no less favorable than Azteca's, WAPA's and Cinelatino's existing policies, or (ii) maintain Azteca's, WAPA's and Cinelatino's current directors' and officers' liability insurance policies for a period of six years from the effective time of the mergers or obtain substitute policies, in each case that provides coverage for events occurring on or before the effective time of mergers. The terms of the insurance policies will be no less favorable than Azteca's, WAPA's and Cinelatino's respective existing policies, unless the annual premiums of the policies would exceed 200% of the current policies' premiums as of the date of the Merger Agreement, in which case the coverage will be the greatest amount of coverage available for a premium amount not exceeding 200% of such current premiums.

The parties will cooperate to prepare such applications as may be commercially reasonable and necessary for submission to the FCC to obtain FCC approval of the transfer of control and will promptly file (no later than 15 business days after the Merger Agreement is executed) such FCC application with the FCC.

Azteca must make appropriate arrangements to cause the funds in the Trust Account to be disbursed in accordance with the trust agreement and (i) all amounts payable to Azteca stockholders who have validly tendered and not withdrawn their shares, (ii) all amounts payable to holders of sponsor warrants and stockholder warrants, (iii) the out-of-pocket expenses to the third parties to which they are owed, and (iv) the remaining monies in the Trust Account to Azteca.

***Conditions to the Closing of the Transaction***

The obligations of the parties to consummate the Transaction are subject to the satisfaction or waiver (to the extent permitted) at or prior to the closing of several conditions, including:

the affirmative vote of a majority of the outstanding shares of Azteca common stock entitled to vote thereon at a duly convened and held stockholders' meeting in favor of the adoption of the Merger Agreement and the affirmative vote of holders of at least 65% of the stockholder warrants at a duly convened and held warrant holders' meeting in favor of the approval of the Warrant Amendment must have been obtained;

all filings with, and all consents, approvals, and authorizations of any governmental authority required to be made or obtained by Azteca, Hemisphere, WAPA, Cinelatino, or any of their subsidiaries must have been made or obtained;

Table of Contents

there must be no judicial or governmental order that would prohibit the consummation of the mergers or make the mergers illegal;

the registration statement must be effective under the Securities Act, a stop order suspending its effectiveness must not have been issued, and proceedings for that purpose must not have been initiated or threatened by the SEC;

the waiting periods applicable to Azteca, WAPA, Cinelatino, Hemisphere, or any of their respective affiliates in connection with the mergers under the HSR Act must have been terminated or have expired;

the FCC approval must have been granted without any conditions which would have a material adverse effect on the parties on a combined basis after the Transaction is completed;

Azteca must have had at least an aggregate of \$80,000,000 of cash held in the Trust Account, after giving effect to any redemptions by Azteca stockholders, but before giving effect to: (i) the cash payable pursuant to the Warrant Amendment; (ii) payment of an aggregate of \$            representing deferred underwriting fees payable to Azteca's underwriter in connection with its initial public offering and consulting fees due to certain of Azteca's consultants and advisors; and (iii) costs and expenses associated with the mergers; and

the Warrant Amendment must be effective without its terms breached by any of the parties thereto.

In addition, the obligation of each of WAPA and Cinelatino to consummate the Transaction is subject to the satisfaction or waiver (to the extent permitted) of several other conditions, including:

each of the representations and warranties of Azteca set forth in the Merger Agreement must, as of the effective time be true and correct, except as would not have an Azteca material adverse effect;

Azteca must have materially performed or complied with all obligations required by it under the Merger Agreement;

an Azteca material adverse effect must not have occurred;

Azteca must have provided an officers' certificate to each of WAPA and Cinelatino as to the satisfaction of certain conditions;

Azteca must have delivered to each of WAPA and Cinelatino a certificate that interests in Azteca are not U.S. real property interests within the meaning of Section 897(c) of the Code, which certificate must have been provided pursuant to Treasury Regulation Section 1.1445-2(c)(3) and must conform to Treasury Regulation Section 1.897-2(h);

each of WAPA and Cinelatino must have received an opinion as to certain tax matters from Paul, Weiss, Rifkind, Wharton & Garrison LLP;

each of Azteca, Hemisphere, the Azteca stockholders party to the equity restructuring and warrant purchase agreement must have materially performed or complied with all obligations required thereunder; and



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the Hemisphere Class A common stock issuable under the Merger Agreement and those shares of Hemisphere Class A common stock required to be reserved for issuance in connection with the Transaction, shall have been approved for listing on NASDAQ, provided that the foregoing condition shall be deemed to be satisfied if the sole reason Hemisphere Class A Common Stock has not been authorized for listing on NASDAQ shall be the failure of Hemisphere to have at least the minimum number of "Round Lot Holders" (as defined in Rule 5005(a)(37) of the NASDAQ Listing Rules) required for such a listing.

Table of Contents

In addition, the obligation of Azteca to consummate the Transaction is subject to the satisfaction or waiver (to the extent permitted) of several other conditions, including:

each of the representations and warranties of WAPA and Cinelatino set forth in the Merger Agreement must remain true and correct, except as would not have a WAPA material adverse effect or Cinelatino material adverse effect;

each of WAPA and Cinelatino must have materially performed or complied with all obligations required by it under the Merger Agreement;

a WAPA material adverse effect or Cinelatino material adverse effect must not have occurred;

each of WAPA and Cinelatino must have provided an officers' certificate to Azteca as to the satisfaction of certain conditions;

WAPA must have delivered to Azteca a certificate that 50% or more of the value of WAPA's gross assets does not consist of U.S. real property interests or that 90% or more of the value of WAPA's gross assets does not consist of U.S. real property interests plus cash or cash equivalents, which certificate must have been pursuant to Treasury Regulations Section 1.1445-11T(d)(2);

Cinelatino must have delivered to Azteca a certificate that interests in Cinelatino are not U.S. real property interests within the meaning of section 897(c) of the Code, which certificate must have been provided pursuant to Treasury Regulation Section 1.1445-2(c)(3) and must conform to Treasury Regulation Section 1.897-2(h);

Azteca must have received the opinion of Greenberg Traurig, LLP as to certain tax matters; and

each of the WAPA/Cinelatino Investors must have materially performed or complied with all obligations required by it under the equity restructuring and warrant purchase agreement.

***Termination***

The Merger Agreement may be terminated at any time prior to the effective time, whether before or after obtaining the Azteca stockholder approval, by action taken or authorized by the board of directors of the terminating party or parties:

by mutual written consent of Azteca, Cinelatino and WAPA;

by any of Azteca, WAPA, or Cinelatino if: (i) the mergers have not been consummated by the close of business on April 6, 2013; (ii) a governmental authority enacts or issues an injunction, order, decree, or ruling which would make consummation of the mergers illegal or otherwise prohibiting consummation; (iii) the Azteca stockholder approval has not been obtained at the Azteca stockholders' meeting, or at any adjournment or postponement thereof, at which the vote was taken; or (iv) the warrant holders approval has not been obtained at the warrant holders meeting, or at any adjournment or postponement thereof, at which the vote was taken;

by Azteca, upon either WAPA's or Cinelatino's breach of a representation, warranty, covenant, or agreement such that the closing conditions cannot be satisfied and such breach is incapable of being cured by the effective time, or such breach is not cured within 30 days following receipt of written notice by the non-terminating party of such breach or violation;

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by either WAPA or Cinelatino, upon Azteca's breach of a representation, warranty, covenant, or agreement such that the closing conditions cannot be satisfied and such breach is incapable of being cured by the effective time, or such breach is not cured within 30 days following receipt of written notice by the non-terminating party of such breach or violation;

by either WAPA or Cinelatino, if Azteca's board has failed to recommend to its stockholders that they give the Azteca stockholder approval, has failed to recommend to its holders of

Table of Contents

stockholder warrants that they give the warrant holder approval, or has effected an Azteca adverse recommendation change; or

by either WAPA or Cinelatino, if Azteca has materially breached its obligations with respect to the Azteca stockholders meeting or the warrant holders meeting in any respect adverse to WAPA or Cinelatino.

**Expenses**

The Merger Agreement provides that, subject to certain exceptions, Hemisphere and its subsidiaries are responsible for all fees and expenses of WAPA, Cinelatino, Azteca, and Hemisphere if the Transaction is consummated. If the Transaction is not consummated, each party will be responsible for its own fees, costs and expenses, except that Azteca will pay one-half of the fees and expenses and WAPA and Cinelatino together will pay the other half relating to the following:

fees incurred or payable to any other person in connection with the preparation and filing with the SEC of the registration statement and the fees of the financial printer and other persons for the printing and mailing of the proxy statement/prospectus;

the HSR Notification and Report filing fee for the mergers;

fees incurred in connection with the preparation of the financial statements of WAPA and Cinelatino and the preparation of the pro forma financial statements for Hemisphere;

fees required by the FCC for the filing of the FCC application; and

fees incurred in connection with public relations and press.

**Amendment and Waiver**

The Merger Agreement may only be amended by an instrument in writing signed by all parties.

**Additional Agreements**

*The Support Agreement*

Concurrently with the execution of the Merger Agreement, Azteca, Hemisphere, certain of the Azteca Initial Stockholders, the Current Sponsor Warrant holders, the Cinelatino stockholders and the WAPA Member entered into a support agreement (the "Support Agreement").

Pursuant to the Support Agreement, (i) each of the Azteca Initial Stockholders has agreed, among other things, to vote all of their shares of Azteca common stock in favor of the Transaction proposal and the stockholder adjournment proposal and (ii) each of the Current Sponsor Warrant holders has irrevocably consented and agreed to the Warrant Amendment.

In addition, each of IM, Cinema Aeropuerto and Azteca's Sponsor has agreed that at least one designee named by such person to be a director on the Hemisphere board of directors will qualify as "independent" under the NASDAQ rules and will be willing and able to serve on the audit committee of the Board. Further, Azteca's Sponsor has agreed that it will loan funds, without interest, to Azteca as may be necessary to fund working capital in an amount not to exceed \$250,000, with such loan being repaid by Azteca or Hemisphere at or prior to the consummation of the Transaction.

Also pursuant to the Support Agreement, each of the Azteca Initial Stockholders, the Cinelatino stockholders and the WAPA Member have agreed, among other things, that he or it shall not, directly or indirectly, sell, assign, transfer (including by operation of law), incur any lien, pledge, dispose of or otherwise encumber any shares of Azteca common stock, membership interests of WAPA or shares of Cinelatino common stock, as applicable, or otherwise agree to do any of the foregoing (other than in connection with the consummation of the Transaction).



Table of Contents

The Support Agreement automatically terminates upon the earliest of (a) the consummation of the Transaction and (b) the termination of the Merger Agreement in accordance with its terms.

*The Equity Restructuring and Warrant Purchase Agreement*

Concurrently with the execution of the Merger Agreement, Azteca, Hemisphere, the Azteca Initial Stockholders, the Current Sponsor Warrantholders, the Cinelatino stockholders and the WAPA Member entered into an equity restructuring and warrant purchase agreement. Pursuant to the equity restructuring and warrant purchase agreement:

The Azteca Initial Stockholders have agreed to contribute, without consideration, 250,000 Founder Shares to Azteca for no consideration immediately prior to the consummation of the Transaction.

The Azteca Initial Stockholders have further agreed that an aggregate of:

356,506 shares of Hemisphere Class A common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 months following the consummation of the Transaction;

378,788 shares of Hemisphere Class A common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 months following the consummation of the Transaction;

125,000 shares of Hemisphere Class A common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 60 months following the consummation of the Transaction; and

125,000 shares of Hemisphere Class A common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 60 months following the consummation of the Transaction;

in each case, as such share amounts may be adjusted for stock splits, share dividends, reorganizations, recapitalizations and the like. Such forfeiture provisions supersede the existing forfeiture provisions between the Azteca Initial Stockholders and Azteca contained in the Securities Purchase Agreement.

The WAPA/Cinelatino Investors have agreed that an aggregate of:

1,500,000 shares of Hemisphere Class B common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 60 months following the consummation of the Transaction; and

1,500,000 shares of Hemisphere Class B common stock will be subject to forfeiture in the event the last sale price of the Hemisphere Class A common stock does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 60 months following the consummation of the Transaction;

in each case, as such share amounts may be adjusted for stock splits, share dividends, reorganizations, recapitalizations and the like.

Table of Contents

The Current Sponsor Warrantholders have agreed to sell to Azteca, immediately prior to the consummation of the Transaction, an aggregate of 2,333,334 post amendment Sponsor Warrants for a purchase price per warrant equal to \$0.50.

Immediately following the consummation of the Transaction, Hemisphere will sell to the WAPA/Cinelatino Investors in a private placement transaction exempt from registration under the Act an aggregate of 2,333,334 warrants to purchase 1,166,667 shares of Hemisphere Class A common stock for a purchase price per warrant equal to \$0.50. These Seller Warrants will have the same terms as in effect with respect to the Amended Azteca Warrants held by the Public Warrantholders immediately prior to the consummation of the Transaction.

The equity restructuring and warrant purchase agreement will automatically terminate upon the termination of the Merger Agreement in accordance with its terms.

*The Lock-up Agreement*

Concurrently with the execution of the Merger Agreement, each of WAPA, Cinelatino, IM, InterMedia Cine, James M. McNamara, Cinema Aeropuerto, Azteca's Sponsor, Brener International Group, LLC, Gabriel Brener, Clive Fleissig, Juan Pablo Albán, John Engelman and Alfredo E. Ayub have entered into a lock-up agreement with Hemisphere (the "Lock-up Agreement") pursuant to which each of them have agreed, subject to certain exceptions, not to transfer or sell (i) any shares of Hemisphere Class A common stock and Hemisphere Class B common stock (including any shares of Hemisphere Class A common stock that may be received upon exercise of warrants) for a period of one year following the consummation of the Transaction and (ii) any warrants for a period of 30 days following the consummation of the Transaction. However, following 150 days after the closing of the Transaction, if the last sale price of the Hemisphere common stock reaches or exceeds (a) \$11.50 for any 20 trading days within any 30-trading day period during the final seven months of the lock-up period, one-half of the shares of Hemisphere common stock that are subject to the Lock-up Agreement (other than the shares of Hemisphere Class A common stock or Hemisphere Class B common stock that are subject to forfeiture) will be released from the restrictions on transfer set forth in the Lock-up Agreement or (b) \$15.00 for any 20 trading days within any 30-trading day period during the final seven months of the lock-up period, the remaining one-half of the shares of Hemisphere common stock that are subject to the Lock-up Agreement (other than the shares of Class A common stock or Hemisphere Class B common stock that are subject to forfeiture) will be released from the restrictions on transfer set forth in the Lock-up Agreement

The Lock-up Agreement contains exceptions for (i) transfers to permitted transferees (as defined below); (ii) transfers to Hemisphere or any of its officers or directors; (iii) transfers to any other person subject to the Lock-up Agreement and its affiliates; (iv) transfers in connection with Hemisphere's consummation of a merger, share exchange or other similar transaction that results in all of Hemisphere's security holders having the right to exchange their securities for cash, securities or other property; (v) transfers pursuant to an acceptance of a general offer for the securities made to all holders of the securities on equal terms; (vi) the provision of an irrevocable undertaking to accept an offer as described in clause (v) above; (vii) transfers of any securities acquired after the consummation of the Transaction in any open-market transaction; and (viii) as may be approved in writing from time to time by the Hemisphere board of directors.

A "Permitted Transferee" means, (i) with respect to any person subject to the Lock-up Agreement who is an individual, (x) a member of such holder's immediate family (which shall mean any relationship by blood, marriage or adoption, not more remote than first cousin) or a trust, corporation, partnership or limited liability company for the benefit of such person and/or an immediate family member, all of the beneficial interests of which shall be held by such holder and/or one or more members of such holder's immediate family, and shall include such holder's heirs, successors, administrators and executor, (y) any beneficiary pursuant to will, other testamentary document or

Table of Contents

applicable laws of decent and (z) any person receiving securities pursuant to a qualified domestic relations order, (ii) with respect to any holder that is an entity, any affiliate of such entity or any of its or its affiliate's holders of equity, and (iii) with respect to the WAPA member and InterMedia Cine, any managing director, general partner, director, limited partner, member, officer or employee of such WAPA member or InterMedia Cine, or any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, include such WAPA member, or its affiliates, (iv) with respect to Cinema Aeropuerto, (a) any managing director, general partner, director, limited partner, member, officer or employee of Cinema Aeropuerto or (b) any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, include Cinema Aeropuerto, or its affiliates, (v) with respect to any Azteca initial stockholder or existing Azteca Sponsor Warrant holder that is an entity (a) any managing director, general partner, director, limited partner, member, officer or employee of such Azteca initial stockholder or existing Azteca Sponsor Warrant holder or any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, include such Azteca initial stockholder or existing Azteca Sponsor Warrant holder, or its affiliates, (b) by virtue of the charter documents of any Azteca initial stockholder or existing Azteca Sponsor Warrant holder that is an entity, upon dissolution of such person; and (vi) as a bona fide gift or gifts to any institution qualified as tax-exempt under Section 501(c)(3) of the Internal Revenue Code; provided, however, that these permitted transferees must enter into a written agreement agreeing to be bound by these transfer restrictions.

The Lock-up Agreement further provides that no party thereto may exercise any registration rights until the expiration of the lock-up period, except (i) as may be separately approved in writing by the Hemisphere board of directors in connection with any permitted transfer or (ii) to the extent that such registration statement does not become effective prior to the end of the lock-up period.

The Lock-up Agreement supersedes any existing lock-up agreements between the Azteca Initial Stockholders and existing sponsor warrant holders and Azteca contained in the Securities Purchase Agreement and the letter agreement dated June 29, 2011.

*The Registration Rights Agreement*

In connection with the Transaction, Hemisphere and the Investors (as defined below) entered into the Registration Rights Agreement, dated as of January 22, 2013, pursuant to which, after the consummation of the Transaction, the Investors will, among other things and subject to the terms and conditions set forth therein, have certain demand and so-called "piggy back" registration rights with respect to their shares of Hemisphere Class A common stock (including shares of Class A common stock issuable upon exercise, conversion or exchange of other securities of the Company including the Class B common stock and the warrants), warrants held as of the effective time of the Transaction and any shares of Class A common stock or warrants issued in respect of the shares of Common Stock of Hemisphere issued or issuable by way of a dividend, stock or otherwise (collectively, the "Registrable Securities"). The Investors are Intermedia Partners VII, L.P., Intermedia Cine Latino, LLC (together, the "IM Investors"), Cinema Aeropuerto, James McNamara (together the "CA Investors") and Azteca Acquisition Holdings, LLC, Brener International Group, LLC, Juan Pablo Albán, Alfredo Elias Ayub, John Engleman and Clive Fleissig (together, the "Sponsor Investors").

Under the Registration Rights Agreement, after the consummation of the Transaction, (i) IM Investors and their permitted transferees holding at least a majority of the outstanding Registrable Securities held by them (ii) CA Investors and their permitted transferees holding at least a majority of the Registrable Securities held by them and (iii) Sponsor Investors and their permitted transferees holding at least a majority of the Registrable Securities held by them may demand that Hemisphere register the offer and sale of all or a portion of their Registrable Securities under the Act so long as the anticipated aggregate offering amount of the securities to be offered to the public is (x) at least \$10 million if registration is to be effected pursuant to a registration statement on Form S-1 or similar



Table of Contents

"long-form" registration (which "long-form" registration may only be requested by the IM Investors) or (ii) at least \$5 million if registration is to be effected pursuant to a registration statement on Form S-3 or a similar "short form" registration. Each of the initiating holders described above shall be entitled to no more than one short-form registration every six months. The IM Investors shall be entitled no more than three long-form registrations in general.

Upon such demand registration request, Hemisphere is obligated to file the relevant demand registration statement as promptly as reasonably practicable after the written request of the initiating holders and to use its reasonable best efforts to cause such registration statement to be declared effective within 90 days (in the case of a long-form registration) or 45 days (in the case of a short-form registration) of the date on which it receives the relevant request, and to cause such registration to remain effective for the lesser of (A) the period during which all Registrable Securities so included are sold and (B) 120 days. If so requested by the initiating holders holding a majority of Registrable Securities to be included in the relevant registration statement, or elected by Hemisphere, Hemisphere will use its reasonable best efforts to cause the offering to be made in the form of a firm commitment underwritten public offering, provided, that the anticipated aggregate offering price to the public equals or exceeds \$10 million.

If Hemisphere becomes eligible to use a shelf registration statement on Form S-3 in connection with a secondary public offering of its equity securities (other than as a result of Hemisphere becoming a "well known seasoned issuer," as discussed below), any Investor (or its permitted transferees) may request that Hemisphere register the offer and sale of Registrable Securities on Form S-3 on a delayed or continuous basis pursuant to Rule 415 promulgated under the Act, so long as the anticipated aggregate market value of such shares is at least \$5 million. Following the effectiveness of a shelf registration statement, upon request of any Investor, Hemisphere is obligated to use its reasonable best efforts to cause shares included under the shelf registration to be offered in a firm commitment underwritten public offering, so long as the anticipated aggregate offering amount to the public is at least \$10 million. With respect to each such shelf registration, Hemisphere shall use its reasonable best efforts to cause such shelf registration statement to be declared effective within 45 days after it receives a request therefor, and remain effective until there are no longer any shelf registrable securities. If, prior to Hemisphere becoming eligible to use a shelf registration statement on Form S-3 in connection with a secondary public offering of its equity securities, the Sponsor Investors holding at least a majority of the outstanding Registrable Securities held by the Sponsor Investors (the "Sponsor Requesting Investors"), make a written request that Hemisphere register, on Form S-1, in an offering on a delayed or continuous basis pursuant to Rule 415 promulgated under the Act (an "S-1 Shelf Registration") the sale by the Sponsor Requesting Investors of Registrable Securities owned by such Sponsor Requesting Investors, Hemisphere shall (i) as promptly as reasonably practicable after such written request of the Sponsor Requesting Investors, file a registration statement on Form S-1 and (ii) use its reasonable best efforts to cause such registration statement to be declared effective within 90 days after it receives the request therefor. Hemisphere shall use its reasonable best efforts to keep such registration statement effective for 30 days following such first date of effectiveness (as such 30 day period may be extended in certain circumstances, the "Initial Registration Period"). In the event Hemisphere receives, prior to the expiration of the Initial Registration Period, a written request for the Sponsor Requesting Investors to extend such 30 day period, Hemisphere shall use its reasonable best efforts to keep such registration statement effective for an additional 30 days following the expiration of the Initial Registration Period, (as such additional 30 day period may be extended in certain circumstances). The Sponsor Requesting Investors shall be entitled to no more than one S-1 Shelf Registration. Any stock sold by the Sponsor Requesting Investors pursuant to an S-1 Shelf Registration shall not be sold pursuant to an underwritten public offering.

If Hemisphere becomes a "well known seasoned issuer," it is obligated, as soon as reasonably practicable, to include all of the Registrable Securities entitled to registration under the Registration Rights Agreement on a single "automatic shelf registration statement," to use its reasonable best

Table of Contents

efforts to cause such automatic shelf registration statement to become effective within ten business days of becoming a well-known seasoned issuer, and to cause such automatic shelf registration statement to remain effective until there are no longer any Registrable Securities.

If Hemisphere's board of directors determines that a demand registration or shelf registration (or the continuation of any such registration thereunder) would materially interfere with any material financing, acquisition, corporate reorganization, merger or other material transaction or would require premature disclosure of a matter that the board of directors has determined would not be in the best interests of Hemisphere to be disclosed at such time, including any registration that is requested or continuing at a time during a blackout period in accordance with Hemisphere's trading policies or such time that any initiating holder may be deemed to hold material non-public information regarding Hemisphere, due to such person's status as a director or officer or otherwise, Hemisphere may delay filing the registration statement until such intervening circumstance no longer exists, or if the registration statement has already been filed, it may withdraw the registration statement or postpone, suspend or terminate its effectiveness if determined by the board of directors to be in the best interests of Hemisphere. The Hemisphere board of directors may not, however, withdraw a registration statement demanded under the Registration Rights Agreement more than once in any 12-month period or postpone an offering for a period of greater than 120 days in any 12-month period.

If any initiating holder demands registration (or shelf registration) under the Registration Rights Agreement, the other Investors are entitled to notice thereof and to have all or a portion of their shares of registrable securities included in the registration and offering. In addition, if Hemisphere decides to register the offer and sale of shares of its Hemisphere Class A common stock for its own account or the account of a stockholder other than the Investors (subject to certain exceptions set forth in the Registration Rights Agreement), the holders may require Hemisphere to include all or a portion of their shares of Registrable Securities in the registration, and to the extent the registration is in connection with an underwritten public offering, to have such Registrable Securities included in the offering.

The Investors right to demand or include their shares of registrable securities in a registration is subject to the right of the underwriters to limit the number of shares included in the offering in the event such underwriter determines that registration of all or a portion of the securities which the holders have requested to be included in the offering would materially adversely affect the success of such offering.

Hemisphere has agreed that, during the period beginning on the effective date of a demand registration statement and ending on the date that is 90 days (or 180 days in the case of an initial public offering) after the date of the final prospectus relating to the offering, it will not sell, offer for sale or otherwise transfer shares of its common stock or any securities convertible into such shares of common stock, except for transfers pursuant to such underwritten public offering. In addition, Hemisphere has agreed to use its reasonable best efforts to cause its officers, directors and holders of greater than 1% of its Registrable Securities and securities of Hemisphere that are of the same as the Registrable Securities (or any securities convertible into such shares of Registrable Securities) to enter into similar lock-up agreements that contain restrictions that are no less restrictive than the restrictions applicable to Hemisphere.

The rights of a given Investor to demand registration with respect to such Registrable Securities shall terminate (i) when a registration statement covering such Registrable Securities has been declared effective under the Act by the SEC and such Registrable Securities have been disposed of pursuant to such effective registration statement (ii) upon the sale of the relevant Registrable Securities pursuant to an effective registration statement or Rule 144 of the Securities Act, (iii) once such Investor (together with certain other relevant holders) owns less than 1% of the outstanding Class A common stock on a fully-diluted basis, (iv) if the Hemisphere common stock is proposed to be sold by a person not entitled

Table of Contents

to registration rights under the Registration Rights Agreement, or (v) once such Registrable Securities are no longer outstanding.

The Registration Rights Agreement contains customary provisions allocating rights and responsibilities among the parties thereto and obligating Hemisphere and the other parties to the Registration Rights Agreement to indemnify each other against certain liabilities arising from any registration of securities thereunder. The obligations of the parties under the Registration Rights Agreement terminate upon termination of the Merger Agreement.

The full text of the Registration Rights Agreement is filed as an exhibit to this Registration Statement on Form S-4 and incorporated into this document by reference.

*The Assignment, Assumption and Amendment of Warrant Agreement*

The Assignment, Assumption and Amendment of Warrant Agreement will be entered into by Azteca, Hemisphere and the Warrant Agent upon the consummation of the Transaction to effect the Warrant Amendment, upon its approval by the warrant holders, and to permit Azteca to assign to Hemisphere all of its right, title and interest in the Warrant Agreement and permit Hemisphere to assume all of Azteca's liabilities and obligations under the Warrant Agreement.

The Warrant Amendment provides that, among other things, (i) each warrant to purchase Azteca common stock outstanding immediately prior to the consummation of the Transaction (including the Sponsor Warrants) will become exercisable for one-half of the number of shares of common stock of Azteca at an exercise price of \$6.00 per half-share and (ii) each holder of Azteca warrants (including the Sponsor Warrants) will receive, for each such warrant (in exchange for the reduction of shares for which such warrants are exercisable), \$0.50 in cash. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock. Only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock.

In addition, the Warrant Amendment:

Removes the obligation of Azteca to reduce the warrant price in the case of certain reclassifications or reorganizations that occur after the Transaction if more than 30% of the consideration receivable by the holders of the common stock in the applicable event is payable in the form of common stock in the successor entity that is not listed for trading on a national securities exchange or on the OTCBB, or is not to be so listed for trading immediately following such event. The purpose of this amendment is to permit the Amended Azteca Warrants to be treated as equity for reporting purposes.

Provides that the Company may elect to permit warrant holders to exercise their warrants on a cashless basis in lieu of filing a registration statement. This would permit warrant holders to exchange their registered warrants for freely tradeable shares of common stock pursuant to an exemption from registration under Section 3(a)(9) of the Act.

Amends Section 4.6 of the Warrant Agreement in order to allow for payments in lieu of fractional shares in the event of stock splits, stock dividends or similar events. In such event no fractional shares will be issued upon exercise of Azteca warrants. After giving effect to such event if, upon exercise of Azteca warrants, a holder would be entitled to receive a fractional interest in a share, Hemisphere will, upon exercise, either round up to the nearest whole number the number of shares of Hemisphere Class A common stock to be issued to the warrant holder or pay cash in lieu of such fractional share.

Table of Contents**POST-TRANSACTION PRO FORMA SECURITY OWNERSHIP BY CERTAIN BENEFICIAL OWNERS AND MANAGEMENT OF HEMISPHERE**

The following table sets forth certain information upon the consummation of the Transaction with respect to (i) each director and each named executive officer of Hemisphere; (ii) all directors and named executive officers of Hemisphere as a group; and (iii) persons (including any "group" as that term is used in Section 13(d)(3) of the Exchange Act), expected to be the beneficial owner of more than five percent of each class of common stock of Hemisphere. Shares of common stock subject to options exercisable within 60 days from the date of the anticipated closing are deemed to be outstanding and beneficially owned for purposes of computing the percentage ownership of such person but are not treated as outstanding for purposes of computing the percentage ownership of others.

Unless otherwise indicated, Hemisphere believes that all persons named in the table have sole voting and investment power with respect to all shares of common stock beneficially owned by them.

Hemisphere has based its calculation of the percentage of beneficial ownership as of February 27, 2013 on the following assumptions:

no redemption of shares by Azteca stockholders;

no repurchases by Azteca of Azteca common stock from the public stockholders;

12,250,000 shares of Hemisphere Class A common stock and warrants to purchase 7,333,333 shares of Hemisphere Class A common stock estimated to be outstanding immediately following the consummation of the Transaction; and

33,000,000 shares of Hemisphere Class B common stock estimated to be outstanding immediately following the consummation of the Transaction.

Name and Address of Beneficial Owner	Shares of Class A Common Stock Beneficially Owned <sup>(1)</sup>	Percentage of Class A Common Stock Beneficially Owned <sup>(1)</sup>	Shares of Class B Common Stock Beneficially Owned <sup>(1)</sup>	Percentage of Class B Common Stock Beneficially Owned <sup>(1)</sup>	Voting Power <sup>(13)</sup>
<b>5% Shareholders</b>					
Cinéma Aeropuerto, S.A. de C.V.(2)	6,180,627(3)	13.6%(3)	5,969,581	18.1%	17.1%
InterMedia Cine Latino, LLC(4)	6,180,627(5)	13.6%(5)	5,969,581	18.1%	17.1%
InterMedia Partners VII, L.P.(6)	27,335,449(7)	59.2%(7)	26,402,043	80.0%	75.8%
Hawkeye Capital Management LLC(8)	2,374,300	5.3%			
<b>Named Executive Officers and Directors</b>					
Peter M. Kern(11)					
Gabriel Brener(9)(10)(11)	2,883,111(10)	6.2%(10)			*
John Engelman(11)	45,000(12)	*(12)			*
Craig D. Fischer(11)					
Leo Hindery, Jr.(11)					
Eric C. Neuman(11)					
Alan J. Sokol(11)					
Ernesto Vargas-Guajardo(11)					
All directors and executive officers as a group (10 persons)(11)	2,928,111	6.3%		%	*

\*

Indicates percentage ownership is less than 1%.

(1)

The amounts and percentages of our ordinary shares beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities. Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security.

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### Table of Contents

Under these rules, more than one person may be deemed to be a beneficial owner of such securities as to which such person has an economic interest.

- (2) Cinema Aeropuerto, S.A. de C.V. ("Cinema Aeropuerto") is an indirect wholly-owned subsidiary of, and is controlled by, Grupo MVS, S.A. de C.V. ("MVS"). Certain individuals of the Vargas Guajardo family (in their capacity as controlling shareholders in the capital stock of MVS through a trust) and MVS, may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the ordinary shares owned by Cinema Aeropuerto. The corresponding members of the Vargas Guajardo family and MVS disclaim beneficial ownership of the shares held by Cinema Aeropuerto, except to the extent of their pecuniary interest therein. Cinema Aeropuerto's principal place of business is Blvd. Manuel Ávila Camacho 147, Chapultepec Morales, 11510 Ciudad de México, Distrito Federal, México.
- (3) Includes 211,046 shares of Hemisphere Class A common stock issuable upon conversion of the Seller Warrants which are exercisable at \$12.00 per share and 5,969,581 shares of Hemisphere Class A common stock, which are issuable upon conversion of the Hemisphere Class B common stock.
- (4) InterMedia Cine Latino, LLC is an affiliate of, and is controlled by, InterMedia Partners VII, L.P. (the "Fund"). InterMedia Partners, L.P. (the "GP") is the general partner of the Fund. Messrs. Hindery and Kern serve as the managers of the GP. Each of InterMedia Cine Latino, LLC, the Fund and the GP, as well as Messrs. Hindery and Kern (in their capacities as managers of the GP), may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the shares owned by InterMedia Cine Latino, LLC through their respective direct or indirect ownership of the equity interests of InterMedia Cine Latino, LLC. The Fund, the GP, and Messrs. Hindery and Kern disclaim beneficial ownership of the shares held by InterMedia Cine Latino, LLC, except to the extent of their pecuniary interest therein. The address of InterMedia Cine Latino LLC is c/o InterMedia Partners, L.P., 405 Lexington Avenue, 48th Floor, New York, New York, 10174.
- (5) Includes 211,046 shares of Hemisphere Class A common stock issuable upon conversion of the Seller Warrants, which are exercisable at \$12.00 per share and 5,969,581 shares of Hemisphere Class A common stock, which are issuable upon conversion of the Hemisphere Class B common stock.
- (6) InterMedia Partners VII, L.P., is a limited partnership whose general partner is InterMedia Partners, L.P. (the "GP"). Messrs. Hindery and Kern serve as the managers of the GP. InterMedia Partners VII, L.P., as well as Messrs. Hindery and Kern (in their capacities as managers of the GP), may be deemed to have shared dispositive power and shared voting power over, and thus to beneficially own, all of the shares owned by InterMedia Partners VII, L.P. through their respective direct or indirect ownership of the equity interests of InterMedia Partners VII, L.P. The Fund and Messrs. Hindery and Kern disclaim beneficial ownership of the shares held by InterMedia Partners VII, L.P., except to the extent of their pecuniary interest therein. The address of InterMedia Partners VII, L.P. is c/o InterMedia Partners, L.P., 405 Lexington Avenue, 48th Floor, New York, New York, 10174.
- (7) Includes 722,360 shares of Hemisphere Class A common stock issuable upon conversion of the Seller Warrants which are exercisable at \$12.00 per share and 20,432,462 shares of Hemisphere Class A common stock, which are issuable upon conversion of the Hemisphere Class B common stock. Includes 6,180,627 shares held by InterMedia Cine Latino, LLC
- (8) The information set forth herein is based solely on information contained in Schedule 13G/A filed by the following persons on February 12, 2013: Hawkeye Capital Master, a pooled investment vehicle organized as a Cayman Islands series trust, owns 2,374,300 shares of common stock which may be deemed to be beneficially owned by each of Richard A. Rubin, Hawkeye Capital Management, LLC and Hawkeye Capital Master and as to which Richard Rubin has sole voting power and dispositive power in his role as manager of Hawkeye Capital Management, LLC, the manager of Hawkeye Capital Master. The principal place of business for Richard A. Rubin and Hawkeye Capital Management, LLC is 800 Third Avenue, 9th Floor, New York, New York, 10022. The principal place of business for Hawkeye Capital Master is P.O. Box 897GT, One Capital Place, Georgetown, Grand Cayman, Cayman Islands.
- (9) Includes 1,872,000 shares of Hemisphere Class A common stock held by Azteca's Sponsor and 1,011,111 shares of Hemisphere Class A common stock issuable upon exercise of warrants held by BIG. Also includes (i) 315,152 and 104,000 shares of Hemisphere Class A common stock subject to forfeiture in the event the closing sales price of Hemisphere Class A common does not equal or

exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 and 60 months,

Table of Contents

respectively, following the consummation of the Transaction and (ii) 296,614 and 104,000 shares of Hemisphere Class A common stock subject to forfeiture in the event the closing sales price of Hemisphere Class A common does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 and 60 months, respectively, following the consummation of the Transaction.

- (10) Mr. Brener is the sole member and a director of Azteca's Sponsor and is the manager of Brener International Group, LLC ("BIG"), which is manager managed. As such Mr. Brener has sole voting and investment power with respect to these shares.
- (11) Unless otherwise specified, the address of each of our directors and named executive officers is c/o Hemisphere Media Group, Inc., c/o Cine Latino, Inc. 2000 Ponce de Leon Boulevard Suite 500 Coral Gables, FL 33134.
- (12) Includes (i) 7,576 and 2,500 shares of Hemisphere Class A common stock subject to forfeiture in the event the last sales price of Hemisphere Class A common does not equal or exceed \$15.00 per share for any 20 trading days within at least one 30-trading day period within 36 and 60 months, respectively, following the consummation of the Transaction and (ii) 7,130 and 2,500 shares of Hemisphere Class A common stock subject to forfeiture in the event the last sales price of Hemisphere Class A common does not equal or exceed \$12.50 per share for any 20 trading days within at least one 30-trading day period within 36 and 60 months, respectively, following the consummation of the Transaction.
- (13) Column reflects each party's voting power upon the consummation of the transaction compared to the voting power of all of Hemisphere's outstanding capital stock.



Table of Contents**HEMISPHERE EXECUTIVE OFFICERS AND DIRECTORS**

Immediately following the consummation of the Transaction, the individuals set forth on the following table will constitute the board of directors and named executive officers of Hemisphere.

**The following table sets for the name, age and position with Hemisphere of each of its directors and named executive officers after the consummation of the Transaction:**

Name	Age	Position
Peter M. Kern	45	Chairman
Gabriel Brener	53	Director
John Engelman	57	Director
Craig D. Fischer	43	Chief Financial Officer
Leo Hindery, Jr.	65	Director
Eric C. Neuman	68	Director
Alan J. Sokol	53	Director and Chief Executive Officer
Ernesto Vargas-Guajardo	57	Director
		Director
		Director

**Peter M. Kern** will serve as Chairman of the Board of Directors of Hemisphere and currently serves as a Managing Partner of InterMedia Partners, L.P. Mr. Kern has spent the last 13 years investing in, advising, and operating a variety of large and small media companies. Prior to joining InterMedia Partners, LP, Mr. Kern was a Senior Managing Director and Principal of Alpine Capital LLC, a media investment and advisory firm. Mr. Kern joined Alpine when he merged his own firm, Gemini Associates, Inc., with Alpine in the summer of 2001. Gemini Associates was founded as a large-cap M&A and strategic advisory firm in 1996, and Mr. Kern served as its President. From 1996 until its sale, Mr. Kern also served as a partner of InterMedia Partners, LLC. At both Gemini and Alpine, Mr. Kern has counted among his advisory clients Liberty Media, Sony, Viacom, InterMedia Partners, Tele-Communications, Inc., TCI International, USA Networks, Cablevision Systems, and Telewest. At Alpine, Mr. Kern also was responsible for direct investing in media companies. During his tenure, Alpine Equity Partners, L.P. made several successful investments in cable television including: Sit-Up, Gospel Music Channel, LLC, ProSeibenSat.1 Media AG, and Money Mailer, Inc. Prior to the founding of Gemini Associates, Mr. Kern was the senior financial and chief administrative officer of Home Shopping Network. Before joining Home Shopping Network, Mr. Kern was Senior Vice President of Corporate Finance and Strategic Development for Whittle Communications, a publishing and television company. Mr. Kern began his career at Bear, Stearns Co., Inc. Mr. Kern holds a B.S. from the Wharton School at the University of Pennsylvania. Due to the foregoing qualifications and experience, Mr. Kern is expected to be a director upon the consummation of the Transaction.

**Gabriel Brener** will serve as a Director of Hemisphere. Mr. Brener has been Azteca's Chairman of the Board, Chief Executive Officer and President since inception. Mr. Brener has over twenty years of deal sourcing, investment management and operations experience. He has managed Brener family investments since 1987 through Brener International Group, LLC and its predecessor or affiliated entities. He has been Chairman and CEO of Brener International Group since 1998. At Brener International Group, Mr. Brener coordinates deal sourcing, manages daily operations and determines all major investment decisions. He holds Board memberships in various Brener family investments, including Major League Soccer and Golden Boy Promotions, Inc. in the United States; and Apoyo Integral Inmobiliario, S.A. de C.V., SOFOM, E.N.R., Hipotecaria Casa Mexicana and Tequilera Hacienda La Capilla in Mexico. Mr. Brener plays an active role and stays in regular contact with senior management of entities Brener International Group and the Brener family control or in which they have significant minority positions, offering financial, operating, marketing and structuring advice. Mr. Brener also formed and manages Brener Sports & Entertainment, LLC, a private investment entity

Table of Contents

formed in 2005 with a focus on sports and entertainment investments targeting the Hispanic market in the United States. Brener Sports & Entertainment holds the Brener family's interests in the Houston Dynamo Major League Soccer Club and Golden Boy Promotions, Inc. From 1989 to date, Mr. Brener has been CEO of Galco, Inc., a family investment and management company. From 1987 to 1989, Mr. Brener was Vice Chairman of the Board of The Boys Markets, Inc., a chain of 54 supermarkets in Southern California that the Brener family wholly-owned. Mr. Brener also served on the Board of Directors or Advisory Boards of prior family investments, including Merisant Corporation; Classic Media, Inc.; First National Bank; Westin Hotels and Resorts; Colt Defense, LLC; and Danskin, Inc. Mr. Brener also has been active in community affairs in Los Angeles and Aspen, Colorado, including through prior board memberships for the Los Angeles County Museum of Art (LACMA); D.A.R.E. (Drug Abuse Resistance Education); L.A.S.S.O. (Los Angeles Sheriffs Star Organization); Cedar Sinai Medical Center; the Los Angeles World Affairs Council and the National Council of the Aspen Music Festival. Mr. Brener graduated from Woodbury University with a B.A. in Business Administration and received Woodbury's Alumni of the Year Award in 2008. Mr. Brener has also completed Units I and II of the Harvard Business School Owner/President Management (OPM) Program. Mr. Brener was born in Mexico City and moved to Southern California in 1977. Due to the foregoing qualifications and experience, Mr. Brener is expected to be a director upon the consummation of the Transaction.

**John Engelman** will serve as a Director of Hemisphere and has served as one of Azteca's directors since its inception. Since December 2010 Mr. Engelman has also served as an independent director of Vringo, Inc., a software products company for mobile video entertainment and personalization. Mr. Engelman is co-founder and CEO of Classic Media, Inc., a global media company that specializes in family and children's entertainment. Classic manages a vast library of American and British entertainment brands such as The Lone Ranger, Lassie, Rocky and Bullwinkle, Frosty the Snowman, Masters of the Universe, George of the Jungle, Postman Pat and Where's Waldo. Classic is a producer and distributor of video content and licensed merchandise across all media. In mid-2012, Classic was acquired by Dreamworks and Mr. Engelman is currently a co-CEO of Dreamworks Animation. From 2007 to 2009, Mr. Engelman was CEO of Boomerang Media, Inc. From 1997 to 2001, Mr. Engelman was an operating partner with Pegasus Capital Advisors, a U.S.-based private equity fund manager focused on middle market companies. From 1998 to 2001, Mr. Engelman was also a managing director of Brener International Group, LLC. From 1991 to 1996, Mr. Engelman was President of Broadway Video, Inc., an entertainment company founded by "Saturday Night Live" creator and producer Lorne Michaels. His responsibilities included oversight of the Company's motion picture productions at Paramount Pictures. From 1989 to 1991, Mr. Engelman was a Principal at Dowland Capital, an alternative investment firm affiliated with Drexel Burnham Lambert that focused on buy-outs sponsored by Hispanic and African American entrepreneurs. He began his career at the Los Angeles law firm of Irell and Manella, where he was a tax partner. Mr. Engelman has a JD from Harvard Law School and a B.A. in Government from Harvard College, where he graduated magna cum laude. Due to the foregoing qualifications and experience, Mr. Engelman is expected to be a director upon the consummation of the Transaction.

**Craig D. Fischer** will serve as Chief Financial Officer of Hemisphere and currently serves as a Partner at InterMedia Partners, L.P. Mr. Fischer has over 15 years of experience in the media industry as an operator, advisor and investor. Prior to joining InterMedia Partners, LP, Mr. Fischer was Executive Vice President of Business Development and Affiliate Relations at the YES Network where he was one of the founding senior managers and was responsible for overseeing day-to-day operations, managing relationships with major cable and satellite operators and negotiating programming agreements. Prior to YES, Mr. Fischer was Vice President of Business Development at Exodus Communications, Inc., and Vice President of Finance at Global Center Inc. From 1997 to 2000, Mr. Fischer was at Goldman Sachs & Co. as a banker in the Media and Communications group. From 1991 to 1995, Mr. Fischer was a senior accountant with Ernst & Young, LLP. Mr. Fischer is a licensed CPA and has an M.B.A. from Columbia Business School and a B.B.A. from the University of Michigan.

Table of Contents

**Leo Hindery, Jr.** will serve as a Director of Hemisphere. Currently, he is Managing Partner of InterMedia Partners, a series of media industry private equity funds he founded in 1988 and ran continuously until February 1997, when he was elected President and CEO of Tele-Communications, Inc. (TCI) and Liberty Media, at the time the world's largest combined cable television system operator and programming entity. In March 1999 TCI merged into AT&T, and he became President and CEO of AT&T Broadband until he resigned in November 1999. In December 1999, Mr. Hindery was elected Chairman and Chief Executive Officer of GlobalCenter Inc., a major Internet services company, which in January 2001 merged into Exodus Communications, Inc. From 2001 until October 2004, he was Chairman and CEO of The YES Network which he founded to be the regional television home of the New York Yankees. In early 2005 he reconstituted InterMedia Partners. Mr. Hindery, formerly Chairman of the National Cable Television Association (NCTA) and of C-SPAN, has been recognized as International Cable Executive of the Year, NCTA's Distinguished Vanguard Award Recipient for Leadership, Cable Television Operator of the Year, one of the cable industry's "25 Most Influential Executives Over the Past 25 Years", one of the "30 Individuals with the Most Significant Impact on Cable's Early History", and a member of the Cable Hall of Fame. Mr. Hindery is a Director of the Paley Center for Media and a member of the Board of Visitors of the Columbia School of Journalism. He has an MBA from Stanford University's Graduate School of Business and is an undergraduate of Seattle University, and has received an honorary Doctor of Humane Letters degree from Emerson College. Due to the foregoing qualifications and experience, Mr. Hindery is expected to be a Director upon the consummation of the Transaction.

**Eric C. Neuman** will serve as a Director of Hemisphere. Mr. Neuman is a managing director and partner of Hicks Equity Partners, LLC, a private equity investment firm founded by Thomas O. Hicks. He also has been a partner of HM Capital Partners (formerly Hicks, Muse, Tate and Furst) since December 2000 and an officer of HM Capital since 1993. At HM Capital, Mr. Neuman has been involved in the formation and development of many of the firm's media investments, including Chancellor Media and Capstar Broadcasting (which were merged into Clear Channel Communications), Lin TV, Sunrise Television and Marcus Cable. In 2002, Mr. Neuman assumed responsibility for HM Capital's Latin American business. He remains responsible for monitoring the remaining investments in this portfolio and overseeing their exit. Mr. Neuman currently serves on the board of directors of DirecPath, LLC and Directional Rentals, LLC. In addition, Mr. Neuman currently serves as a director of several HM Capital portfolio companies; Intercable, an international provider of television, internet and telephone services, Claxson Interactive Group Inc., an international provider of programming and services to pay television operators, and Grupo MVS, an international provider of television programming and services. Mr. Neuman previously served as Chairman of the Board of Fox Pan American Sports, a leading provider of Spanish language sports television programming to U.S. and Latin American pay television operators. Mr. Neuman received a BA degree from the University of South Florida and an MBA from Northwestern University. Due to the foregoing qualifications and experience, Mr. Neuman is expected to qualify as an audit committee financial expert and is expected to be a director upon the consummation of the Transaction.

**Alan J. Sokol** will serve as a Director and Chief Executive Officer of Hemisphere and currently serves as a Senior Partner at InterMedia Partners, L.P. Mr. Sokol has over 18 years of experience in the television and motion picture industries as an operator, advisor and investor. Prior to joining InterMedia Partners, L.P., Mr. Sokol was President and CEO of Planeta Media Group, LLC, where he advised numerous media companies on strategies and new business launches, particularly within the United States Hispanic market. His clients included Lions Gate Entertainment Corp., IDT Corp., Council Tree Communications, Inc. and Caracol Television Inc. From 1998 through May 2003, Mr. Sokol was Chief Operating Officer of Telemundo Group, Inc. ("Telemundo"), where he was responsible for all business divisions of this United States Spanish-language television network. While at Telemundo, Mr. Sokol established the first bilingual cable network in the United States and created strategic alliances with TV Globo, Caracol Television and Discovery Networks. From 1996 to 1998,

Table of Contents

Mr. Sokol was Senior Vice President, Corporate Development at Sony Pictures where he advised on investment opportunities in television distribution and content creation throughout the world. Prior to his tenure at Sony Pictures, Mr. Sokol was Senior Vice President of Savoy Pictures, Inc. From 1983 to 1994, he was an attorney and a partner with Wyman, Bautzer, Kuchel and Silbert, P.C., and then with Jeffer, Mangels, Butler and Marmaro LLP. Mr. Sokol sits on the board of directors of Gospel Music Channel LLC, Universal Sports, InterMedia Español Holdings, LLC, and Cine Latino, Inc. He holds a B.A. from Cornell University and J.D. from Stanford Law School, where he is also a member of the Board of Visitors. Due to the foregoing qualifications and experience, Mr. Sokol was elected to be a director.

**Ernesto Vargas-Guajardo** will serve as a Director of Hemisphere. He currently serves as the Chief Executive Officer and Director of MVS Comunicaciones S.A. de C.V. Mr. Vargas-Guajardo also serves as President of MVS Multivision Digital S. de R.L. de C.V. Mr. Vargas-Guajardo currently sits on the Board of Directors of Grupo Costamex, Finaccess México, S.A and Instituto Tecnológico de Monterrey. Previously, Mr. Vargas-Guajardo has held senior roles at DISH México. Mr. Vargas-Guajardo received an undergraduate degree from the Instituto Tecnológico de Estudios Superiores de Monterrey and an MBA from The Wharton School of the University of Pennsylvania. Due to the foregoing qualifications and experience, Mr. Vargas-Guajardo is expected to be a director upon the consummation of the Transaction.

**Committees of the Board of Directors of Hemisphere**

**General**

Upon the consummation of the Transaction, Hemisphere will be a "controlled company" within the meaning of the rules and corporate governance standards of NASDAQ. "Controlled companies" under those rules are companies of which more than 50% of the voting power is held by an individual, a group or another company. The WAPA/Cinelatino Investors will control approximately 96% of all of the voting power of Hemisphere's outstanding capital stock upon consummation of the Transaction and be able to elect all of Hemisphere's nine members of its board of directors. As a result, Hemisphere will be considered a "controlled company."

As a "controlled company," Hemisphere will be permitted to, and intends to, opt out of the any exchange listing requirements that would otherwise require a majority of the members of its board of directors to be independent and require that Hemisphere either establish a compensation committee and a nominating and governance committee, each comprised entirely of independent directors, or otherwise ensure that the compensation of its executive officers and nominees for directors are determined or recommended to its board by the independent members of the board.

Upon consummation of the Transaction, the Hemisphere board of directors will establish one standing committee: the audit committee.

**Audit Committee**

Hemisphere's audit committee will be responsible for preparing such reports, statements or charters as may be required by the exchange it is listed on or federal securities laws, as well as, among other things:

overseeing and monitoring the integrity of its financial statements, its compliance with legal and regulatory requirements as they relate to financial statements or accounting matters and its internal accounting and financial controls;

preparing the report that SEC rules require be included in its annual proxy statement/prospectus;

Table of Contents

overseeing and monitoring its independent registered public accounting firm's qualifications, independence and performance;

providing the board with the results of its monitoring and recommendations; and

providing to the board additional information and materials as it deems necessary to make the board aware of significant financial matters that require the attention of the board.

Hemisphere's audit committee will consist of at least two members that are independent upon the consummation of the mergers and all members that are independent within 90 days thereafter, as that term is defined NASDAQ listing rules. Upon the consummation of the Transaction, Hemisphere's board of directors will nominate Messrs. Neuman, Engelman and to serve as the initial members of Hemisphere's audit committee, and will serve as Chairman of the audit committee. It is expected that Mr. Neuman will qualify as an "audit committee financial expert," as that term is defined under the SEC rules implementing Section 407 of the Sarbanes-Oxley Act. The Hemisphere board of directors will nominate an additional independent director to serve on the audit committee within 90 days of the consummation of the Transaction.

**Executive Compensation**

*Golden Parachute Compensation for Hemisphere Named Executive Officers*

No compensation or benefits will or may be paid or provided to any of Hemisphere's named executive officers in connection with the mergers.

**Executive Compensation of Hemisphere**

Hemisphere was formed on January 16, 2013 for the purpose of holding Azteca, WAPA and Cinelatino as wholly-owned subsidiaries following completion of the Transaction. As a newly formed company with no operations, Hemisphere currently has no employees and, accordingly, has not paid any executive compensation or adopted any executive compensation programs. Accordingly, the compensation amounts presented in the compensation tables below may not be indicative of future compensation that Hemisphere will award to its executive officers or directors. As discussed in "Risk Factors Relating to the Transaction," Hemisphere will be considered a "controlled company" for purposes of the NASDAQ listing requirements, and will be permitted to, and intends to, opt out of the NASDAQ listing requirements that would require that Hemisphere, among other things, to establish a compensation committee.

The philosophy and objectives of Hemisphere's future compensation programs have not yet been determined. The formulation of Hemisphere's compensation philosophy and objectives and the adoption and implementation of Hemisphere's compensation programs will be undertaken after completion of the mergers.

*Summary Compensation Table*

Prior to the formation of Hemisphere, Alan Sokol and Craig Fischer provided services to InterMedia Advisors, LLC ("InterMedia Advisors"). The following table shows the compensation paid

Table of Contents

in 2012 by InterMedia Advisors to Messrs. Sokol and Fischer who, as of the date of this proxy statement/prospectus, are expected to serve as executive officers of Hemisphere.

**Summary Compensation Table**

<b>Name and Position</b>	<b>Year</b>	<b>Salary (\$)</b>	<b>Bonus (\$)</b>	<b>All Other Compensation (\$)</b>	<b>Total (\$)</b>
Alan Sokol <i>Chief Executive Officer</i>	2012	650,000	300,000		950,000
Craig Fischer <i>Chief Financial Officer</i> <i>Employment Agreements</i>	2012	350,000	325,000		675,000

Mr. Sokol and InterMedia Advisors entered into an employment agreement on January 9, 2006 that provides Mr. Sokol an annual base salary of \$650,000, a discretionary bonus and participation in InterMedia Advisor's employee benefit plans and programs as they exist from time to time.

Mr. Fischer and InterMedia Advisors entered into an employment agreement on January 9, 2006 that provides Mr. Fischer an annual base salary of \$350,000, a discretionary bonus and participation in InterMedia Advisor's employee benefit plans and programs as they exist from time to time.

Table of Contents

**UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION**

The following unaudited pro forma condensed combined balance sheet as of December 31, 2012 and the unaudited pro forma condensed combined statement of operations for the year ended December 31, 2012 are based on the historical financial statements of Azteca, WAPA and Cinelatino after giving effect to the Transaction.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2012 give pro forma effect to the Transaction as if it had occurred on January 1, 2012. The unaudited pro forma condensed combined balance sheet as of December 31, 2012 gives pro forma effect to the Transaction as if it had occurred on such date.

The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2012 was derived from Azteca's audited statement of operations, WAPA's audited consolidated statement of income and Cinelatino's audited statement of income, in each case, for the year ended December 31, 2012.

This presentation assumes that no Azteca stockholders exercise redemption rights with respect to their shares of Azteca common stock into a pro rata portion of the Trust Account.

The Transaction will result in the exchange of equity interests between Azteca, Cinelatino, WAPA and Hemisphere. Cinelatino and WAPA have acted in concert to negotiate the exchange of equity interests with Azteca and Hemisphere. The combined operations of Cinelatino and WAPA will represent the ongoing reporting entity for accounting purposes and their historic financial statements will become the financial statements of Hemisphere. Cinelatino and WAPA are not considered to have a change in control since Cinelatino and WAPA's operations will represent the ongoing operations of the combined entity, and its former equity owners will serve as the senior management of the combined entity, will own a majority voting interest in the combined entity and will be able to elect a majority of the combined entity's board of directors. Accordingly, the Transaction does not constitute an acquisition of a business for purposes of Financial Accounting Standards Board's Accounting Standard Codification 805, "Transactions," or ASC 805. As a result, the assets and liabilities of Cinelatino, WAPA and Azteca will be carried at historical cost and Hemisphere will not record any step-up in basis or recognition of intangible assets or goodwill as a result of the Transaction. All direct costs of the Transaction will be offset to additional paid-in capital.

Table of Contents**Hemisphere Unaudited Pro Forma Condensed Combined Balance Sheet as of December 31, 2012**

	WAPA	Cinelatino	WAPA / Cinelatino Combined	Azteca	Pro Forma Adjustments	Pro Forma Combined
<b>ASSETS</b>						
<b>Current Assets</b>						
Cash	\$ 10,084,434	\$ 11,443,755	\$ 21,528,189	\$ 9,969	\$ 100,572,114 (a)	
					(5,000,000) (b)	
					(7,333,334) (c)	
					(3,750,000) (d)	
					(4,000,000) (e)	
					(3,800,000) (f)	98,226,939
Accounts receivable, net	10,510,978	3,968,208	14,479,186			14,479,186
Due from related parties, net		766,996	766,996			766,996
Programming rights	4,403,029	276,411	4,679,440			4,679,440
Prepaid expenses and other current assets	1,362,002	64,622	1,426,624			1,426,624
Prepaid income taxes		187,739	187,739			187,739
Deferred taxes	3,049,047	2,362,627	5,411,674			5,411,674
<b>Total current assets</b>	<b>29,409,490</b>	<b>19,070,358</b>	<b>48,479,848</b>	<b>9,969</b>	<b>76,688,780</b>	<b>125,178,598</b>
Programming Rights	2,664,100	3,760,157	6,424,257			6,424,257
Property and Equipment, net	26,861,359	21,459	26,882,818			26,882,818
Deferred Taxes	863,252	12,268,195	13,131,447			13,131,447
Broadcast Licenses	41,355,700		41,355,700			41,355,700
Goodwill	10,982,586		10,982,586			10,982,586
Other Intangibles, net	1,677,500		1,677,500			1,677,500
Deferred Costs	2,043,703	591,002	2,634,705			2,634,705
Other Assets		484,195	484,195			484,195
Cash and investments held in Trust Account				100,572,114	(100,572,114) (a)	
<b>Total Assets</b>	<b>\$ 115,857,690</b>	<b>\$ 36,195,366</b>	<b>\$ 152,053,056</b>	<b>\$ 100,582,083</b>	<b>\$ (23,883,334)</b>	<b>\$ 228,751,806</b>
Accounts payable & accrued expenses	\$ 5,721,820	\$ 2,981,736	\$ 8,703,556	\$ 218,788		\$ 8,922,344
Accrued agency commissions	7,110,320		7,110,320			7,110,320
Programming rights payable	3,207,719	386,027	3,593,746			3,593,746
Current portion of long term debt	4,608,000	4,370,449	8,978,449			8,978,449
Due to related parties		1,197,391	1,197,391			1,197,391
Interest rate swap	122,032	78,507	200,539			200,539
<b>Total current liabilities</b>	<b>20,769,891</b>	<b>9,014,110</b>	<b>29,784,001</b>	<b>218,788</b>		<b>30,002,789</b>



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Table of Contents

	WAPA	Cinelatino	WAPA / Cinelatino Combined	Azteca	Pro Forma Adjustments	Pro Forma Combined
Programming Rights Payable	926,984		926,984			926,984
Long-Term Debt, net of current portion	52,404,000	28,680,419	81,084,419			81,084,419
Other Liabilities	2,098,886		2,098,886			2,098,886
Deferred underwriting fees				3,750,000	(3,750,000) (d)	
Warrant Liability				4,106,667	(4,106,667) (g)	
<b>Total Liabilities</b>	<b>76,199,761</b>	<b>37,694,529</b>	<b>113,894,290</b>	<b>8,075,455</b>	<b>(7,856,667)</b>	<b>114,113,078</b>
Common stock subject to possible redemption; 8,707,126 shares at \$10.05 at December 31, 2012				<b>87,506,620</b>	<b>(87,506,620)</b> (h)	
Preferred common stock						
Common stock, \$0.0001 par value; 100,000,000 shares authorized; 3,384,250 shares issued and outstanding at December 31, 2012, (excluding 9,115,750 subject to possible redemption)				379	3,300 (b)	
					871 (h)	
					(25) (i)	4,525
Additional Paid in Capital				4,999,629	(5,000,000) (b)	
					30,871,124 (b)	
					(7,333,334) (c)	
					4,106,667 (g)	
					87,505,749 (h)	
					25 (i)	115,149,861
Member's Capital	34,608,587	(3,734,163)	30,874,424		(30,874,424) (b)	
Retained Earnings (Deficit)	5,837,331	2,283,965	8,121,296		(4,000,000) (e)	
					(3,800,000) (f)	321,296
Accumulated Comprehensive Income (Loss)	(787,989)	(48,965)	(836,954)			(836,954)
<b>Total stockholders' equity (deficit)</b>	<b>39,657,929</b>	<b>(1,499,163)</b>	<b>38,158,766</b>	<b>5,000,008</b>	<b>71,479,954</b>	<b>114,638,728</b>
	<b>\$ 115,857,690</b>	<b>\$ 36,195,366</b>	<b>\$ 152,053,056</b>	<b>\$ 100,582,083</b>	<b>\$ (23,883,334)</b>	<b>\$ 228,751,806</b>

Table of Contents**Hemisphere Unaudited Pro Forma Condensed Combined Statement of Operations for the Year Ended December 31, 2012**

Unaudited Pro Forma Condensed Combined Statement of Operations Year Ended December 31, 2012						
	WAPA	Cinelatino	WAPA / Cinelatino Combined	Azteca	Pro Forma Adjustments	Pro Forma Combined
<b>Net Revenues</b>	<b>\$ 71,367,451</b>	<b>\$ 23,638,888</b>	<b>\$ 95,006,339</b>	<b>\$</b>	<b>\$</b>	<b>\$ 95,006,339</b>
<b>Operating Expenses:</b>						
Cost of revenues	32,408,622	5,138,198	37,546,820			37,546,820
Selling, general and administrative	13,666,989	5,315,928	18,982,917	658,407	(2,457,763) (j)	17,183,561
Depreciation and amortization	3,722,970	8,056	3,731,026			3,731,026
Other Expenses	703,298	371,703	1,075,001		(848,692) (k)	226,309
Gain on disposition of assets	(653)		(653)			(653)
<b>Total operating expenses</b>	<b>50,501,226</b>	<b>10,833,885</b>	<b>61,335,111</b>	<b>658,407</b>	<b>(3,306,455)</b>	<b>58,687,063</b>
<b>Operating income (loss)</b>	<b>20,866,225</b>	<b>12,805,003</b>	<b>33,671,228</b>	<b>(658,407)</b>	<b>3,306,455</b>	<b>36,319,276</b>
<b>Other Expenses:</b>						
Interest expense, net	(3,501,331)	(1,969,966)	(5,471,297)	1,830,890	(1,760,000) (l)	(5,400,407)
Other expense, net	(50,000)		(50,000)			(50,000)
	(3,551,331)	(1,969,966)	(5,521,297)	1,830,890	(1,760,000)	(5,450,407)
<b>Income before income taxes</b>	<b>17,314,894</b>	<b>10,835,037</b>	<b>28,149,931</b>	<b>1,172,483</b>	<b>1,546,455</b>	<b>30,868,869</b>
Income tax expense	(6,285,295)	(4,106,128)	(10,391,423)			(10,391,423)
<b>Net income</b>	<b>\$ 11,029,599</b>	<b>\$ 6,728,909</b>	<b>\$ 17,758,508</b>	<b>\$ 1,172,483</b>	<b>\$ 1,546,455</b>	<b>\$ 20,477,446</b>
<b>Earnings per share</b>						
<b>(excludes shares subject to forfeiture) (m)</b>						
Basic						\$ 0.50
Diluted						\$ 0.50
<b>Weighted average number of common shares outstanding (excludes shares subject to forfeiture) (m)</b>						
Basic						41,264,706
Diluted						41,264,706
<b>Earnings per share (includes shares subject to forfeiture) (n)</b>						
Basic						\$ 0.45
Diluted						\$ 0.45
<b>Weighted average number of common shares outstanding (includes shares subject to forfeiture) (n)</b>						
Basic						45,250,000
Diluted						45,250,000

Table of Contents

**1. Description of the Transaction**

For a description of the terms of the Transaction and related documents, see "The Transaction" beginning on page 151 and "The Agreements" beginning on page 167.

The unaudited pro forma condensed combined financial statements have been prepared using the assumptions below with respect to the potential redemption of Azteca common stock.

This presentation assumes that no Azteca stockholders exercise redemption rights with respect to their shares of Azteca common stock into a pro rata portion of the Trust Account.

The following table summarizes the Transaction consideration, resultant ownership and related transactions (excluding the impact of warrants):

<b>Transaction consideration payable to WAPA Member and Cinelatino Stockholders</b>	
Cash Consideration	\$ 5,000,000
Stock Consideration(1)(2)	301,500,000
<b>Total Consideration</b>	<b>\$ 306,500,000</b>
<b>Total Shares Outstanding</b>	
Shares issuable to WAPA Member and Cinelatino Stockholders(2)	30,000,000
Shares issuable to Azteca shareholders (including Azteca's Sponsor)(3)	11,264,706
<b>Total</b>	<b>41,264,706</b>
Total economic interest of former WAPA Member and Cinelatino Stockholders	72.7%
Total economic interest of former shareholders of Azteca	27.3%

- 1) Value of \$10.05 per share for each share of the Company common stock to be received by WAPA member and Cinelatino stockholders in the Transaction.
- 2) Excludes 3,000,000 shares of Hemisphere Class B common stock, which shall be issued in the Transaction, but which are subject to forfeiture in the event the market price of Hemisphere Class A common stock does not meet certain levels.
- 3) Excludes 985,294 shares of Hemisphere Class A common stock which are subject to forfeiture in the event the market price of Hemisphere Class A common stock does not meet certain levels.

**2. Balance Sheet Pro Forma Adjustments**

- a) Upon consummation of the Transaction, the funds deposited in the Trust Account of approximately \$100.6 million assuming no stockholders exercise their redemption rights (pursuant to the terms of the Transaction, the funds deposited in the Trust Account shall not be less than \$80 million after funds are released to pay stockholders who properly exercise their redemption rights), shall be released to pay (i) the cash payable to existing Azteca warrant holders pursuant to the Warrant Amendment, (ii) cash consideration payable to the current owners of WAPA and Cinelatino, (iii) fees and expenses associated with the Transaction and (iv) for working capital and general corporate purposes of Hemisphere following the Transaction.
- b) As a part of the Transaction, Azteca tendered to the current owners of WAPA and Cinelatino \$5.0 million of cash, 33,000,000 shares of Azteca common stock of which 1,500,000 shares will be subject to forfeiture in the event the closing sales price of Hemisphere Class A common



Table of Contents

stock does not equal or exceed \$12.50 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like), and 1,500,000 shares will be subject to forfeiture in the event the closing sales price of Hemisphere Class A common stock does not equal or exceed \$15.00 per share (as adjusted for share splits, share dividends, reorganizations, recapitalizations and the like), in each case, for any 20 trading days within at least one 30-trading day period within 60 months following the closing of the Transaction.

- c) Reflects payment to existing Azteca warrant holders in connection with the Warrant Amendment, pursuant to which each of the 14,666,667 outstanding warrants will receive \$0.50 in exchange for the reduction of shares for which the warrants are exercisable.
- d) Reflects the estimated satisfaction of the deferred underwriter's compensation which was charged to capital at the time of Azteca's initial public offering, and becomes payable upon the consummation of the Transaction. The final settlement amount upon consummation of the Transaction may be less.
- e) Represents payment of estimated fees and expenses associated with the Transaction of \$4.0 million.
- f) Reflects payment of the one-time fee of \$3,800,000 to terminate a multi-year exclusive distribution agreement with MVS upon the completion of the Transaction.
- g) Reflects the reclassification of the warrant liability related to the existing Azteca warrants which prior to the Warrant Amendment, were accounted for as liabilities.
- h) Reflects the reclassification of Azteca's common stock subject to possible redemption to stockholders' equity.
- i) Reflects the reclassification within stockholders' equity related to the contribution by the Azteca Initial Stockholders of 250,000 shares of Azteca common stock for no consideration to Azteca, and the cancellation of such shares.

**3. Income Statement Pro Forma Adjustments:**

- j) Upon consummation of the Transaction, Cinelatino will terminate a multi-year exclusive distribution agreement with MVS. Pursuant to such agreement, Cinelatino incurred expenses of \$2,457,763 for the year ended December 31, 2012. WAPA has personnel that provide distribution services for its networks, and subsequent to the transaction these resources will provide those distribution services for Cinelatino at no additional cost to Hemisphere. Accordingly, the adjustment reflects the cost savings as a result of the termination of the agreement.
- k) Reflects the adjustment to eliminate non-recurring transaction expenses, including legal and filing related fees, incurred by WAPA and Cinelatino during the period presented and which are attributable to the transaction.
- l) Reflects the adjustment to eliminate the change in fair value of Azteca's existing warrants that, pursuant to the Warrant Amendment are treated as equity for reporting purposes.
- m) Pro forma earnings per share, basic and diluted, are computed by dividing net income by the weighted-average number of shares outstanding during the period. The diluted shares outstanding do not include the effect of the 14,666,667 Amended Azteca Warrants (i.e., warrants to purchase 7,333,333 shares of Azteca common stock) which have an exercise price that is a premium to the per share value of the funds deposited in the Trust Account and therefore their effect has been determined to be anti-dilutive for the year ended December 31, 2012. The diluted shares outstanding also do not include the effect of the



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Table of Contents

3,985,294 common shares subject to forfeiture held by the Azteca Initial Stockholders and the current owners of WAPA and Cinelatino as these shares are contingently returnable for which all the necessary conditions have not been satisfied.

	<b>Number of Shares</b>
Pro forma shares:	
Total Shares Outstanding	52,583,334
Less: Shares exercisable pursuant to the Amended Azteca Warrants	(7,333,334)
Less: Shares subject to forfeiture	(3,985,294)
<b>Weighted average number of shares outstanding basic and diluted</b>	<b>41,264,706</b>

n)

Pro forma earnings per share, basic and diluted, are computed by dividing net income by the weighted-average number of shares outstanding during the period. The diluted shares outstanding do not include the effect of the 14,666,667 Amended Azteca Warrants (i.e., warrants to purchase 7,333,333 shares of Azteca common stock) which have an exercise price that is a premium to the per share value of the funds deposited in the Trust Account and therefore their effect has been determined to be anti-dilutive for the year ended December 31, 2012.

	<b>Number of Shares</b>
Pro forma shares:	
Total Shares Outstanding	52,583,334
Less: Amended Azteca Warrants	(7,333,334)
<b>Weighted average number of shares outstanding basic and diluted</b>	<b>45,250,000</b>

Table of Contents

**DESCRIPTION OF HEMISPHERE SECURITIES**

*The following is a summary of the material terms of Hemisphere's securities as of the effective time of the Transaction and is not complete. You should also refer to (1) Hemisphere's amended and restated certificate of incorporation, which we refer to as the Hemisphere certificate of incorporation, which will be in effect upon the consummation of the Transaction and (2) Hemisphere's amended and restated bylaws, which we refer to as the Hemisphere bylaws, which will be in effect upon the consummation of the Transaction. The following summary should be read in conjunction with the section entitled "Comparison of Stockholder Rights" beginning on page 208.*

**Capital Stock**

Hemisphere will have authorized 100,000,000 shares of Hemisphere Class A common stock, 33,000,000 shares of Hemisphere Class B common stock and 50,000,000 shares of Hemisphere preferred stock, each with a par value \$0.0001 per share. As of the consummation of the Transaction, it is expected that Hemisphere will have 12,250,000 shares of Hemisphere Class A common stock outstanding, 33,000,000 shares of Hemisphere Class B common stock outstanding and no shares of Hemisphere preferred stock outstanding.

*Common Stock*

Stockholders of record of Hemisphere Class A common stock are entitled to one vote for each share held on all matters to be voted on by holders of Hemisphere Class A common stock. Stockholders of record of Hemisphere Class B common stock are entitled to ten votes for each share held on all matters to be voted on by holders of Hemisphere Class B common stock. The Hemisphere board of directors will be divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected at each annual meeting of stockholders. There is no cumulative voting with respect to the election of directors, with the result that the holders of more than 50% of the shares voted for the election of directors can elect all of the directors. The Hemisphere stockholders are entitled to receive ratable dividends when, as and if declared by the Hemisphere board of directors out of funds legally available therefor.

The shares of Hemisphere Class B common stock shall be convertible in whole or in part at any time at the option of the holder or holders thereof, into an equal number of fully paid and non-assessable shares of Hemisphere Class A common stock. Such right shall be exercised by delivering to the office of Hemisphere (i) the certificate or certificates representing the shares of Hemisphere Class B common stock to be converted, duly endorsed in blank or accompanied by duly executed proper instruments of transfer, and (ii) written notice to Hemisphere stating that such holder or holders elect(s) to convert such share or shares and stating the name and address in which each certificate for shares of Hemisphere Class A common stock issued upon conversion is to be issued. Conversion shall be deemed to have been effected as of the date as of which the conversion is recorded on the books of Hemisphere. Any conversion of Hemisphere Class B common stock shall be subject to any necessary approval of the FCC and such conversion shall not become effective until such time and date as the order of the FCC approving such event shall be granted.

*Preferred Stock*

The Hemisphere certificate of incorporation provides that shares of preferred stock may be issued from time to time in one or more series. The Hemisphere board of directors will be authorized to fix the voting rights, if any, designations, powers, preferences, the relative, participating, optional or other special rights and any qualifications, limitations and restrictions thereof, applicable to the shares of each series. The Hemisphere board of directors will be able to, without stockholder approval, issue preferred stock with voting and other rights that could adversely affect the voting power and other



Table of Contents

rights of the holders of the Hemisphere Class A common stock and could have anti-takeover effects. The ability of Hemisphere board of directors to issue preferred stock without stockholder approval could have the effect of delaying, deferring or preventing a change of control of Hemisphere or the removal of existing management. No shares of Hemisphere preferred stock are being issued in connection with the Transaction or registered hereunder.

**Amended Azteca Warrants**

Each Amended Azteca Warrant will entitle the registered holder to purchase shares of Hemisphere Class A common stock on the same terms as were in effect with respect to the Amended Azteca Warrants immediately prior to the consummation of the Transaction, subject to adjustment as discussed below. Hemisphere may, but is not required to, file with the SEC a new registration statement for the registration under the Act of the Hemisphere Class A common stock issuable upon exercise of the warrants. If Hemisphere shall elect to file such new registration statement, it shall use its commercially reasonable efforts to take such action as is necessary to register or qualify for sale, in those states in which the warrants were initially offered by Hemisphere, the Hemisphere Class A common stock issuable upon exercise of the warrants, to the extent an exemption is not available. In such event, Hemisphere shall use its commercially reasonable efforts to cause the same to become effective and to maintain the effectiveness of such registration statement, and a current prospectus relating thereto, until the earlier of (x) the expiration of the warrants in accordance with the provisions of the Warrant Agreement and (y) the date Hemisphere shall determine to suspend such effectiveness or withdraw such registration statement. If Hemisphere shall have filed a new registration statement following the consummation of the Transaction and such registration statement has not been declared effective by the 60th business day after the consummation of the Transaction, holders of the Amended Azteca Warrants shall have the right, during the period beginning on the 61st business day after the consummation of the Transaction and ending upon such registration statement being declared effective, and during any other period when Hemisphere shall otherwise not have an effective registration statement covering the Hemisphere Class A common stock issuable upon exercise of the Amended Azteca Warrants, to exercise such warrants on a "cashless basis." If Hemisphere shall not have filed a new registration statement within 30 days following the consummation of the Transaction, holders of the Amended Azteca Warrants shall have the right, beginning on the 31st day following the consummation of the Transaction, to exercise such warrants on a "cashless basis."

If an exemption is not available, the Amended Azteca Warrants will be exercisable only if a registration statement relating to the Hemisphere Class A common stock issuable upon exercise of the Amended Azteca Warrants is effective and a prospectus relating to the Hemisphere Class A common stock issuable upon exercise of the Amended Azteca Warrants is current. The Amended Azteca Warrants will expire five years after the completion of Azteca's initial business combination, at 5:00 p.m., New York time, or earlier upon redemption or liquidation.

Once the Amended Azteca Warrants become exercisable, Hemisphere may call the Amended Azteca Warrants for redemption:

in whole and not in part;

at a price of \$0.01 per warrant;

upon not less than 30 days' prior written notice of redemption, to each Amended Azteca Warrant holder; and

if, and only if, the closing sales price of the Hemisphere Class A common stock equals or exceeds \$18.00 per share for any 20 trading days within the 30-trading day period ending on the third business day before Hemisphere sends the notice of redemption to the Amended Azteca Warrant holders.

Table of Contents

The redemption notice will be mailed by first class mail, postage prepaid, to the registered holders of the Amended Azteca Warrants.

Hemisphere has established the last of the redemption criteria discussed above to prevent a redemption call unless there is at the time of the call a significant premium to the exercise price of the Amended Azteca Warrants. If the foregoing conditions are satisfied and Hemisphere issues a notice of redemption of the Amended Azteca Warrants, each Amended Azteca Warrant holder will be entitled to exercise of such holder's Amended Azteca Warrant prior to the scheduled redemption date. However, the per share price of Hemisphere Class A common stock may fall below the \$18.00 redemption trigger price as well as the \$12.00 exercise price after the redemption notice is issued.

If Hemisphere calls the Amended Azteca Warrants for redemption as described above, Hemisphere management will have the option to require any holder that wishes to exercise such holder's Amended Azteca Warrants to do so on a "cashless basis." If Hemisphere management takes advantage of this option, all holders of Amended Azteca Warrants would pay the exercise price by surrendering such holder's Amended Azteca Warrants for that number of shares of Hemisphere Class A common stock equal to the quotient obtained by dividing (x) the product of the number of shares of Hemisphere Class A common stock underlying the Amended Azteca Warrants, multiplied by the difference between the exercise price of the Amended Azteca Warrants and the "fair market value" (defined below) by (y) the fair market value. The "fair market value" shall mean the average closing sales price of the Hemisphere Class A common stock for the 10 trading days ending on the third trading day prior to the date on which the notice of redemption is sent to the holders of Amended Azteca Warrants. If Hemisphere management takes advantage of this option, the notice of redemption will contain the information necessary to calculate the number of shares of Hemisphere Class A common stock to be received upon exercise of the Amended Azteca Warrants, including the "fair market value" in such case. Requiring a cashless exercise in this manner will reduce the number of shares to be issued and thereby lessen the dilutive effect of an Amended Azteca Warrant redemption.

The exercise price, the redemption price and number of shares of Hemisphere Class A common stock issuable on exercise of the Amended Azteca Warrants may be adjusted in certain circumstances including in the event of a stock dividend, stock split, extraordinary dividend, or recapitalization, reorganization, merger or consolidation. However, the exercise price and number of shares of Hemisphere Class A common stock issuable on exercise of the Amended Azteca Warrants will not be adjusted for issuances of Hemisphere Class A common stock at a price below the exercise price of the Amended Azteca Warrants.

The Amended Azteca Warrants will be issued in registered form and governed by the Warrant Agreement, as amended by the Warrant Amendment, between Continental Stock Transfer & Trust Company, as warrant agent, and Hemisphere. You should review a copy of the Assignment, Assumption and Amended of Warrant Agreement, which is included as Annex B to this proxy statement/prospectus, for a complete description of the terms and conditions applicable to the Amended Azteca Warrants.

The Amended Azteca Warrants may be exercised upon surrender of the warrant certificate on or prior to the expiration date at the offices of the warrant agent, with the exercise form on the reverse side of the warrant certificate completed and executed as indicated, accompanied by full payment of the exercise price (or on a cashless basis, if applicable), by certified or official bank check payable to Hemisphere, for the number of Amended Azteca Warrants being exercised. The Amended Azteca Warrant holders do not have the rights or privileges of holders of Hemisphere Class A common stock or any voting rights until they exercise their Amended Azteca Warrants and receive shares of Hemisphere Class A common stock. After the issuance of shares of Hemisphere Class A common stock upon exercise of the Amended Azteca Warrants, each holder will be entitled to one vote for each share held of record on all matters to be voted on by holders of Hemisphere Class A common stock.

Table of Contents

It is a condition to the closing of the Transaction that the terms of the Amended Azteca Warrants are amended as described herein. In addition, immediately prior to the closing of the Merger Agreement, Azteca will purchase from the Current Sponsor Warrantholders 2,333,334 Amended Azteca Warrants (i.e. warrants to purchase 1,166,667 shares of Azteca common stock) for a purchase price per warrant equal to \$0.50.

Immediately following the consummation of the Transaction, Hemisphere will sell to the WAPA/Cinelatino Investors in a private placement transaction exempt from registration under the Securities Act, an aggregate of 2,333,334 warrants to purchase 1,166,667 shares of Hemisphere Class A common stock that are substantially identical to the Amended Azteca Warrants held by the Public Warrantholders for a purchase price per warrant equal to \$0.50.

Hemisphere will not be required to cash settle any such exercise of Amended Azteca Warrant under any circumstances.

No fractional shares will be issued upon exercise of the Amended Azteca Warrants. Pursuant to the Warrant Amendment, a warrant holder may exercise its warrants only for a whole number of shares of Hemisphere Class A common stock. Only an even number of warrants may be exercised at any given time by the registered warrant holder. For example, if a registered warrant holder holds one warrant to purchase one-half of a share of Hemisphere Class A common stock, such warrant shall not be exercisable. If a registered warrant holder holds two warrants, such warrants shall be exercisable for one share of Hemisphere Class A common stock.

**Sponsor Warrants and Seller Warrants**

Upon consummation of the Transaction, the Sponsor Warrants and Seller Warrants will have terms and provisions that will be identical to the Amended Azteca Warrants, except that (i) the Sponsor Warrants and Seller Warrants will not be redeemable by Hemisphere so long as they are held by Azteca's Initial Stockholders, and the WAPA/Cinelatino Investors, respectively, or their respective permitted transferees and may be exercised on a cashless basis and (ii) Amended Azteca Warrants will be redeemable by Hemisphere and may be exercised by their holders on a cashless basis. The Sponsor Warrants and Seller Warrants are subject to the transfer restrictions described above under "The Agreements Additional Agreements The Lock-up Agreement."

**Dividends**

The payment of cash dividends will be dependent upon the revenues and earnings of Hemisphere, if any, capital requirements, the general financial condition of Hemisphere and by the funds that its subsidiaries are permitted to dividend to Hemisphere. Both WAPA and Cinelatino are limited in their ability to (i) pay cash dividends or make other distributions (including management or similar fees) to their equity holders and (ii) make investments in non-credit parties, including, following the consummation of the Transaction. See "Management's Discussion and Analysis of Financial Condition and Results of Operations of WAPA Discussion of Indebtedness" beginning on page 106 and "Management's Discussion and Analysis of Financial Condition and Results of Operations of Cinelatino Discussion of Indebtedness" beginning on page 123.

The payment of any dividends will be within the discretion of the Hemisphere board of directors at such time. It is the present intention of the Hemisphere board of directors to retain all earnings, if any, for use in the business operations and, accordingly, the Hemisphere board of directors is not currently contemplating and does not anticipate declaring any dividends in the foreseeable future.

Table of Contents

**Transfer Agent and Warrant Agent**

The transfer agent for Hemisphere Class A common stock and Hemisphere Class B common stock and warrant agent for warrants will be Continental Stock Transfer & Trust Company. Hemisphere has agreed to indemnify Continental Stock Transfer & Trust Company in its roles as transfer agent and warrant agent, its agents and each of its stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence or willful misconduct or bad faith of the indemnified person or entity.

**Regulatory Restrictions**

Hemisphere's amended and restated certificate of incorporation provides that if Hemisphere believes that the ownership or proposed ownership of shares of capital stock of Hemisphere by any person may result in a violation of the Communications Act or FCC rules and policies (an "FCC Regulatory Limitation"), such person shall furnish promptly to Hemisphere such information as Hemisphere shall request. If (a) any person from whom information is requested should not provide all the information requested by Hemisphere or (b) Hemisphere shall conclude that a stockholder's ownership or proposed ownership of, or that a stockholder's exercise of any rights of ownership with respect to, shares of capital stock of Hemisphere results or could result in an FCC Regulatory Limitation, then Hemisphere may (i) refuse to permit the transfer of shares of capital stock of Hemisphere to such proposed stockholder, (ii) suspend those rights of stock ownership the exercise of which causes or could cause such FCC Regulatory Limitation, (iii) redeem such shares of capital stock of Hemisphere held by such stockholder in accordance with the terms and conditions set forth in Hemisphere's amended and restated certificate of incorporation, (iv) require the conversion of any or all of the shares of Hemisphere Class B common stock held by such stockholder into an equal number of Hemisphere Class A common stock and/or (v) exercise any and all appropriate remedies, at law or in equity, in any court of competent jurisdiction, against any such stockholder or proposed transferee, with a view towards obtaining such information or preventing or curing any situation which causes or could cause an FCC Regulatory Limitation.

Table of Contents

**COMPARISON OF STOCKHOLDER RIGHTS**

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Authorized Capital</b>	<p>Azteca is authorized to issue 100,000,000 shares of common stock, par value \$0.0001 per share, of which 12,500,000 shares were issued and outstanding as of February 27, 2013, and 1,000,000 shares of preferred stock, par value \$0.0001 per share, of which no shares are issued and outstanding as of the date of this proxy statement/prospectus. Azteca's amended and restated certificate of incorporation does not provide that stockholders have a preemptive right or other subscription rights to acquire authorized and unissued shares of Azteca.</p>	<p>Hemisphere is authorized to issue 133,000,000 shares of common stock, par value \$0.0001 per share, divided into 100,000,000 shares of Hemisphere Class A common stock and 33,000,000 shares of Hemisphere Class B common stock, of which 12,250,000 shares of Hemisphere Class A common stock and 33,000,000 shares of Hemisphere Class B common stock will be issued and outstanding as of immediately following consummation of the Transaction. Hemisphere is also authorized to issue 50,000,000 shares of preferred stock, par value \$0.0001 per share, of which no shares are issued and outstanding as of the date of this proxy statement/prospectus. Hemisphere's amended and restated certificate of incorporation does not provide that stockholders have a preemptive right or other subscription rights to acquire authorized and unissued shares of Hemisphere.</p>
<b>Voting Rights</b>	<p>The amended and restated certificate of incorporation and bylaws of Azteca provide that the holders of shares of Azteca common stock shall be entitled to one vote for each such share on each matter properly submitted to the stockholders on which the holders of the Azteca common stock are entitled to vote.</p>	<p>The amended and restated certificate of incorporation and bylaws of Hemisphere provide that the holders of shares of Hemisphere Class A common stock shall be entitled to one vote for each such share and the holders of shares of Hemisphere Class B common stock shall be entitled to ten votes for each such share on each matter properly submitted to the stockholders on which the holders of the Hemisphere common stock are entitled to vote.</p>

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Number of Directors</b>	The amended and restated certificate of incorporation of Azteca and the bylaws of Azteca provide that the number of directors of Azteca, other than those who may be elected by the holders of one or more series of the preferred stock voting separately by class or series, shall be fixed from time to time exclusively by the Azteca Board pursuant to a resolution adopted by a majority of the entire Azteca Board. The amended and restated certificate of incorporation of Azteca divides the Azteca Board into three classes of directors, as nearly equal as possible, with each class being elected to a staggered three-year term. Directors serve until their successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office.	The amended and restated certificate of incorporation of Hemisphere and the bylaws of Hemisphere provide that the number of directors of Hemisphere, other than those who may be elected by the holders of one or more series of the preferred stock voting separately by class or series, shall be fixed from time to time exclusively by the Hemisphere Board pursuant to a resolution adopted by a majority of the entire Hemisphere Board, provided, however that the total number of directors shall be not less than 6 nor more than 15. The amended and restated certificate of incorporation of Hemisphere divides the Hemisphere Board into three classes of directors, as nearly equal as possible, with each class being elected to a staggered three-year term. Directors serve until their successors are elected and qualified or until their earlier death, resignation, retirement, disqualification or removal from office.
<b>Election of Directors</b>	The Azteca bylaws require that the election of directors be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon.	The Hemisphere bylaws require that each director shall be elected by the vote of the majority of the votes cast with respect to the director at any meeting for the election of directors at which a quorum is present; provided that if the number of nominees exceeds the number of directors to be elected, the directors shall be elected by the vote of a plurality of the shares represented in person or by proxy at any such meeting and entitled to vote on the election of directors.
<b>Manner of Acting by Board</b>	The Azteca bylaws provide that the affirmative vote of a majority of the directors present at a meeting at which a quorum is present is the act of the Azteca Board.	Same as for Azteca
<b>Removal of Directors</b>	The amended and restated certificate of incorporation of Azteca provides that a director may be removed from office at any time by the affirmative vote of holders representing not less than a majority of the voting power of all then outstanding shares of capital stock of Azteca entitled to vote generally in the election of directors, voting together as a single class, and only for cause.	Same as for Azteca

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Nomination of Director Candidates</b>	<p>The Azteca bylaws provide that nominations of persons for election to the Azteca Board may be made at any annual meeting, or at any special meeting of stockholders called for the purpose of electing directors, by any stockholder of Azteca who is a stockholder of record on the date notice of the meeting is given and on the record date for the determination of stockholders entitled to vote at such meeting and who complies with the notice procedures set forth in the Azteca bylaws. To be timely, a stockholder's notice shall be received at the principal executive offices of Azteca (a) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders (provided, however, that in the event the date of Azteca's annual meeting is more than 45 days before or after such anniversary date, notice by the stockholder must be received no earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by Azteca) and (b) in the case of a special meeting, not later than the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by Azteca.</p>	<p>The Hemisphere bylaws provide that nominations of persons for election to the Hemisphere Board may be made at any meeting of stockholders called for the purpose of electing directors, (a) by or at the direction of the Board or any committee thereof or (b) by any stockholder of Hemisphere who (i) is a stockholder of record on the date notice of the meeting is given and at the time of the meeting, (ii) is entitled to vote at such meeting and (iii) who complies with the notice procedures set forth in the Hemisphere bylaws. To be timely, a stockholder's notice shall be received at the principal executive offices of Hemisphere (a) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders (provided, however, that in the event the date of Hemisphere's annual meeting is more than 30 days before or more than 60 days after such anniversary date, no annual meeting was held during the prior year or in the case of Hemisphere's first annual meeting, notice by the stockholder must be received no earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by Hemisphere) and (b) in the case of a special meeting, no earlier than 120 days before such annual meeting and no later than the later of 90 days before such special meeting and the close of business on the tenth day following the day on which public announcement of the date of the special meeting is first made by Hemisphere.</p>

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Business Proposals by Stockholders</b>	<p>The Azteca bylaws provide that business may be brought before an annual meeting of stockholders by any stockholder of Azteca who is a stockholder of record on the date notice of the meeting is given and on the record date for the determination of stockholders entitled to vote at such meeting and who complies with the notice procedures set forth in the Azteca bylaws. To be timely, a stockholder's notice shall be received at the principal executive offices of Azteca not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders (provided, however, that in the event the date of Azteca's annual meeting is more than 45 days before or after such anniversary date, notice by the stockholder must be received no earlier than the opening of business on the 120th day before the meeting and not later than the later of (a) the close of business on the 90th day before the meeting or (b) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by Azteca.</p>	<p>The Hemisphere bylaws provide that business may be brought before an annual meeting of stockholders by any stockholder of Hemisphere who (i) is a stockholder of record on the date notice of the meeting is given and at the time of the meeting, (ii) is entitled to vote at such meeting and (iii) who complies with the notice procedures set forth in the bylaws. To be timely, a stockholder's notice shall be received at the principal executive offices of Hemisphere not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders (provided, however, that in the event the date of Hemisphere's annual meeting is more than 30 days before or 60 days after such anniversary date, no annual meeting was held during the prior year or in the case of Hemisphere's first annual meeting, notice by the stockholder must be received no earlier than the opening of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by Hemisphere).</p>
<b>Special Meetings of the Board</b>	<p>The Azteca bylaws provide that special meetings of the Azteca Board (i) may be called by the Chairman or President and (ii) shall be called by the Chairman, President or Secretary upon the written request of at least a majority of directors.</p>	<p>The Hemisphere bylaws provide that special meetings of the Hemisphere Board (i) may be called by the Chairman or the Chief Executive Officer and (ii) shall be called by the Chairman or the Chief Executive Officer or Secretary upon the written request of any two or more directors.</p>
<b>Special Meetings of Stockholders</b>	<p>The Azteca bylaws provide that special meetings of the stockholders may be called only by the chairman of the Azteca Board, Chief Executive Officer, or the Azteca Board pursuant to a resolution adopted by a majority of the Azteca Board.</p>	<p>The Hemisphere bylaws provide that special meetings of the stockholders may be called only by the Hemisphere Board.</p>



Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Manner of Acting by Stockholders</b>	The Azteca bylaws require that all matters other than the election of directors be determined by the vote of a majority of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon, unless the matter is one upon which, by applicable law, the Azteca amended and restated certificate of incorporation, the bylaws, the DGCL or applicable stock exchange rules, a different vote is required, in which case such provision governs and controls the decision of such matter.	Same as for Azteca
<b>Stockholder Action Without Meeting</b>	The amended and restated certificate of incorporation of Azteca provides that any action required or permitted to be taken by the stockholders of Azteca must be effected by a duly called annual or special meeting of such holders and may not be effected by written consent of the stockholders.	The Hemisphere bylaws provide that any action to be taken at any annual or special meeting may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and must be delivered to the Corporation at its registered office, its executive office or to an officer or agent having custody of the book in which proceedings of stockholder meetings are recorded.
<b>State Anti-Takeover Statutes</b>	Azteca did not opt out of the provisions of Section 203 of the DGCL, which, subject to certain exceptions, would prohibit a company that has not opted out from engaging in specified business combinations with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder, unless the Transaction or transaction in which such stockholder became an interested stockholder is approved in a prescribed manner.	Same as for Azteca

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Indemnification of Directors and Officers</b>	<p>The Azteca bylaws provide that each person who was or is a party or is threatened to be made a party to or is involved (as a party, witness, or otherwise), in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent shall be indemnified and held harmless by Azteca to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended or interpreted against all expenses, liability, and loss reasonably incurred or suffered by such person in connection with investigating, defending, being a witness in, or participating in (including on appeal), or preparing for any of the foregoing in, any such proceeding.</p>	<p>The amended and restated certificate of incorporation of Hemisphere provides that each person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he, or a person of whom he is the legal representative, is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, or agent or in any other capacity while serving as a director, officer, employee, or agent shall be indemnified and held harmless by Hemisphere to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended or interpreted against all expenses (including attorney's fees), liability, and loss reasonably incurred or suffered by such person in, any such proceeding.</p>
<b>Limitation on Liability of Directors</b>	<p>The amended and restated certificate of incorporation of Azteca provides that a director of Azteca shall not be liable to Azteca or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or may hereafter be amended.</p>	<p>Same as for Azteca</p>

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Amendments to Bylaws</b>	The amended and restated certificate of incorporation of Azteca and the Azteca bylaws provide that the bylaws may be adopted, amended, altered or repealed, by the affirmative vote of a majority vote of the members of the Azteca Board or by the stockholders, or by the affirmative vote of at least a majority of the voting power of all then outstanding shares of capital stock of Azteca entitled to vote generally in the election of directors.	Same as for Azteca
<b>Liquidation if No Transaction</b>	The amended and restated certificate of incorporation of Azteca provides that in the event that Azteca has not consummated a business combination within 21 months from the initial public offering of Azteca, Azteca must (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible, subject to lawfully available funds therefor, redeem 100% of Azteca's Public Shares, at a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest but net of franchise and income taxes payable and less up to \$50,000 of such net interest to pay dissolution expenses, by (B) the total number of then outstanding Public Shares, which redemption will completely extinguish rights of the public stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and subject to the requirement that any refund of income taxes that were paid from the Trust Account which is received after the redemption will be distributed to the former public stockholders, and (iii) as promptly as reasonably possible following such redemptions, subject to the approval of the remaining stockholders and the Azteca Board in accordance with applicable law, dissolve and liquidate, subject in each case to Azteca's obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.	None.

Table of Contents

	<b>Azteca (pre-Transaction)</b>	<b>Hemisphere (post-Transaction)</b>
<b>Redemption Rights</b>	Upon consummation of the initial business combination, the amended and restated certificate of incorporation of Azteca provides the holders of the Azteca common stock with the opportunity to redeem their Public Shares for cash in an amount equal to the greater of \$10.05 per share or the quotient obtained by dividing (i) the aggregate amount then on deposit in the Trust Account, as of two business days prior to the consummation of the Transaction, less franchise and income taxes payable and less any interest that Azteca was permitted to withdraw in accordance with the Trust Agreement, by (ii) the total number of then outstanding Public Shares.	None.
<b>Restrictions on Stock Ownership or Transfer relating to Federal Communications Laws</b>	Not applicable.	The amended and restated certificate of incorporation of Hemisphere provides that Hemisphere may prohibit the ownership of or redeem shares of its capital stock, suspend the rights of stockholders or require the conversion of Class B Common Stock to Class A Common Stock in order to ensure compliance with, or prevent the applicability of limitations imposed by, the requirements of applicable federal communications laws.

Table of Contents

**LEGAL MATTERS**

Paul, Weiss, Rifkind, Wharton & Garrison LLP, special counsel to Hemisphere, WAPA and Cinelatino, will pass upon the validity of the securities of Hemisphere offered by this proxy statement/prospectus. Greenberg Traurig, LLP, counsel to Azteca, will pass upon U.S. federal income tax advice relating to the Azteca Merger.

**EXPERTS**

The financial statements of Azteca Acquisition Corporation as of December 31, 2012 and 2011, and for the year ended December 31, 2012 and the periods from April 15, 2011 (date of inception) to December 31, 2011 and from April 15, 2011 (date of inception) to December 31, 2012 have been audited by Rothstein Kass, an independent registered public accounting firm, as indicated in their report with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of InterMedia Español Holdings, LLC and Subsidiaries for each of the three years in the period ended December 31, 2012, included in this proxy statement/prospectus and in this registration statement have been so included in reliance on the report of McGladrey LLP, an independent registered public accounting firm, as set forth in their report with respect thereto, and are included herein in reliance on the authority of said firm as experts in accounting and auditing.

The financial statements of Cine Latino, Inc. for each of the three years in the period ended December 31, 2012, included in this proxy statement/prospectus and in this registration statement have been so included in reliance on the report of McGladrey LLP, an independent registered public accounting firm, as set forth in their report with respect thereto, and are included herein in reliance on the authority of said firm as experts in accounting and auditing.

**WHERE YOU CAN FIND MORE INFORMATION**

Hemisphere has filed a registration statement on Form S-4 to register the issuance of Hemisphere Class A common stock to be issued to Azteca stockholders. This proxy statement/prospectus is a part of that registration statement and constitutes a prospectus of Hemisphere, a proxy statement of Azteca for a special meeting of its stockholders and its warrant holders.

Azteca files annual, quarterly and current reports, proxy statements and other information with the SEC. You may inspect or copy these materials at the Public Reference Room at the SEC at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the SEC public reference room. Azteca's public filings are also available to the public from the SEC's website at [www.sec.gov](http://www.sec.gov). You may request a copy of Azteca's filings with the SEC (excluding exhibits) at no cost by writing Azteca at Azteca Acquisition Corporation, 421 N. Beverly Drive, Suite 300, Beverly Hills, CA 90210 or by telephoning Azteca at (310) 553-7009.

Information and statements contained in this proxy statement/prospectus are qualified in all respects by reference to the copy of the relevant contract or other document included as an annex to this proxy statement/prospectus.

If you have questions about the transactions described herein, the special meeting of stockholders or the special meeting of warrant holders, or if you need to obtain copies of the accompanying proxy statement/prospectus, proxy cards or election forms, you may contact the proxy solicitor as set forth below. You will not be charged for any of the documents you request. If your shares or warrants are

Table of Contents

held in a stock brokerage account or by a bank or other nominee, you should contact your broker, bank or other nominee for additional information.

Morrow & Co., LLC  
470 West Avenue, 3rd Floor  
Stamford, CT 06902  
Telephone: (800) 662-5200  
Banks and Brokerage Firms: (203) 658-9400

Table of Contents

**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**

	<b>Page</b>
<b>Azteca Acquisition Corporation Financial Information As of December 31, 2012 and 2011 and Additional Periods</b> Report of Independent Registered Accounting Firm	
<u>Balance Sheets as of December 31, 2012 and December 31, 2011</u>	F-2
<u>Statements of Operations for the Year Ended December 31, 2012 and Additional Periods</u>	F-4
<u>Statement of Stockholders' Equity for the Period From April 15, 2011 to December 31, 2012</u>	F-5
<u>Statements of Cash Flows for the Year Ended December 31, 2012 and Additional Periods</u>	F-6
<u>Notes to Financial Statements</u>	F-7
<b>InterMedia Español Holdings, LLC and Subsidiaries Audited Consolidated Financial Statements As of December 31, 2012 and 2011 and for the Years Ended December 31, 2012, 2011 and 2010</b> Report of Independent Registered Accounting Firm	
<u>Consolidated Balance Sheets as of December 31, 2012 and December 31, 2011</u>	F-8
<u>Consolidated Statements of Income for the Years Ended December 31, 2012, 2011 and 2010</u>	F-19
<u>Statements of Comprehensive Income for the Years Ended December 31, 2012, 2011 and 2010</u>	F-20
<u>Consolidated Statements of Changes in Member's Capital for the Years Ended December 31, 2012, 2011 and 2010</u>	F-21
<u>Consolidated Statements of Cash Flows for the Years Ended December 31, 2012, 2011 and 2010</u>	F-22
<u>Notes to Consolidated Financial Statements</u>	F-23
<b>Cine Latino, Inc. Audited Financial Statements As of December 31, 2012 and 2011 and for the Years Ended December 31, 2012, 2011 and 2010</b> Report of Independent Registered Accounting Firm	
<u>Balance Sheets as of December 31, 2012 and December 31, 2011</u>	F-24
<u>Statements of Income for the Years Ended December 31, 2012, 2011 and 2010</u>	F-25
<u>Statements of Comprehensive Income for the Years Ended December 31, 2012, 2011 and 2010</u>	F-38
<u>Statements of Stockholders' Equity (Deficit) for the Years Ended December 31, 2012, 2011 and 2010</u>	F-39
<u>Statements of Cash Flows for the Years Ended December 31, 2012, 2011 and 2010</u>	F-40
<u>Notes to Unaudited Financial Statements</u>	F-41
	F-42
	F-43
	F-44

Table of Contents

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and  
Shareholders of Azteca Acquisition Corporation

We have audited the accompanying balance sheets of Azteca Acquisition Corporation (a corporation in the development stage) (the "Company") as of December 31, 2012 and 2011, and the related statements of operations, changes in stockholders' equity, and cash flows for the year ended December 31, 2012 and the periods from April 15, 2011 (inception) to December 31, 2011, as well as for the period from April 15, 2011 (inception) to December 31, 2012. We also have audited the Company's internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on these financial statements and an opinion on the company's internal control over financial reporting based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Azteca Acquisition Corporation (a corporation in the development stage) as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the year ended December 31, 2012 and the periods from April 15, 2011 (inception) to December 31 2011 and April 15, 2011 (inception) to December 31, 2012 in conformity with accounting principles generally accepted in



Table of Contents

the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2012, based on criteria established in *Internal Control Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 5 to the financial statements, the Company's will commence with liquidation procedures in the event that the Company does not consummate a business combination (as defined) prior to April 6, 2013. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters are also described in Note 4. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

As discussed in Note 2 to the financial statements, the accompanying 2011 financial statements have been restated to correct a misstatement.

/s/ ROTHSTEIN KASS

Roseland, New Jersey  
February 28, 2013

Table of Contents

**Azteca Acquisition Corporation**

**(a corporation in the development stage)**

**BALANCE SHEETS**

	December 31, 2012	December 31, 2011 (as Restated Note 2)
<b>Assets:</b>		
Current assets:		