

Discovery Communications, Inc.  
Form 424B3  
September 08, 2017  
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**Filed Pursuant to Rule 424(b)(3)  
Registration No. 333-205774**

**The information in this preliminary prospectus supplement is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**Subject to Completion, Dated September 8, 2017**

**PRELIMINARY PROSPECTUS SUPPLEMENT**

**(To Prospectus Dated July 21, 2015)**

**DISCOVERY COMMUNICATIONS, LLC**

**£ % Senior Notes due**

**Unconditionally Guaranteed by**

**DISCOVERY COMMUNICATIONS, INC.**

We are offering £ aggregate principal amount of % Senior Notes due (the senior notes ).

On July 30, 2017, Discovery and Scripps Networks Interactive, Inc. ( Scripps ) entered into an agreement and plan of merger (the merger agreement ) under which, subject to the conditions set forth in the merger agreement, Discovery will acquire all the outstanding shares of Scripps in a stock and cash transaction. We intend to use the net proceeds from this offering of senior notes, together with the net proceeds of the additional debt financing (as defined herein) and the net proceeds of borrowings under the term loan facility (as defined herein), to fund the cash consideration payable in connection with the merger (as defined herein) and to pay related fees and expenses. The closing of this offering is not conditioned on the closing of the merger or the completion of the additional debt financing. The merger, if completed, will occur subsequent to the closing of this offering. See Summary The Merger and Use of Proceeds. However, if the merger is not consummated on or prior to August 30, 2018, or if, prior to such date, the merger agreement relating to such acquisition is terminated, then, in either case, we will be required to redeem the

senior notes offered hereby at a special mandatory redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest to, but excluding, the redemption date. There will be no escrow account or security interest for the benefit of the holders of these notes. See **Description of Senior Notes Special Mandatory Redemption**.

The senior notes will bear interest at the rate of % per year.

Interest on the senior notes is payable on of each year, beginning on , .

The senior notes will mature on , .

We may redeem the senior notes in whole or in part at any time prior to their maturity at the redemption prices described in this prospectus supplement. If a Change of Control Triggering Event (as defined herein) occurs, we must offer to repurchase the senior notes at a redemption price equal to 101% of the principal amount, plus accrued and unpaid interest, if any, to the date of repurchase.

The senior notes will be unsecured and will rank equally with all our other unsecured senior indebtedness. The senior notes will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by Discovery Communications, Inc., our indirect parent company and by all of Discovery Communications, Inc.'s future domestic subsidiaries that guarantee our obligations under our revolving credit facility (as defined herein). Each guarantee will rank equally with all other unsecured senior indebtedness of Discovery Communications, Inc. and each such subsidiary guarantor.

The senior notes will be issued only in denominations of £100,000, and integral multiples of £1,000 in excess thereof.

**Investing in the senior notes involves risks. See Risk Factors beginning on page S-18 of this prospectus supplement and the risks discussed in the documents that we and Scripps file with the U.S. Securities and Exchange Commission and that are incorporated by reference herein.**

**Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

	<b>Price to Public(1)</b>	<b>Underwriting Discount and Commission</b>	<b>Proceeds, Before Expenses(2)</b>
	£	£	£
Per senior note	%	%	%
Total	£	£	£

(1) Plus accrued interest, if any, from the date of original issuance.

This prospectus supplement, together with the accompanying prospectus dated July 21, 2015, constitutes the listing particulars (these Listing Particulars) in respect of the admission of the senior notes to the Official List and to trading on the Global Exchange Market of the Irish Stock Exchange. Application will be made to the Irish Stock Exchange for

the approval of this document as Listing Particulars. Application will be made to the Irish Stock Exchange for the senior notes to be admitted to the Official List and trading on the Global Exchange Market, which is the exchange regulated market of the Irish Stock Exchange. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC.

The underwriters expect to deliver the senior notes on or about \_\_\_\_\_, 2017, through the book entry system of Clearstream Banking, *société anonyme*, and Euroclear Bank S.A./N.V.

*Joint Bookrunners*

**Goldman Sachs & Co. LLC**

**Citigroup**

**Credit Suisse**

**BNP PARIBAS**

**, 2017**

**RBC Capital Markets**

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We have not, and the underwriters have not, authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus supplement, the accompanying prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus or any free writing prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This prospectus supplement relates to a prospectus that is part of a registration statement on Form S-3 that we filed with the U.S. Securities and Exchange Commission, or SEC, utilizing a shelf registration process. Under this shelf registration process, we may sell debt securities described in the accompanying prospectus in one or more offerings. The accompanying prospectus provides you with a general description of the debt securities we may offer. This prospectus supplement contains specific information about the terms of this offering. This prospectus supplement may add, update or change information contained in the accompanying prospectus. To the extent that information in this prospectus supplement is inconsistent with information in the accompanying prospectus, the information in this prospectus supplement replaces the information in the accompanying prospectus and you should rely on the information in this prospectus supplement. Generally, when we refer to the prospectus, we are referring to both parts of this document combined.

Except as the context otherwise requires, or as otherwise specified or used in this prospectus supplement, the terms we, our, us, the Issuer and DCL refer to Discovery Communications, LLC together with its subsidiaries (unless context requires otherwise); the terms Discovery and the Guarantor refer to Discovery Communications, Inc., together with its subsidiaries (unless the context requires otherwise); the term DCH refers to Discovery Communications Holding, LLC; and the term Scripps refers to Scripps Networks Interactive, Inc. References to Advance/Newhouse refer to Advance/Newhouse Programming Partnership. References in this prospectus supplement to U.S. dollars, U.S. \$ or \$ are to the currency of the United States of America; references to £ and sterling are to the currency of the United Kingdom and references to and euro are to the single currency introduced at the third stage of the European Monetary Union pursuant to the Treaty establishing the European Community, as amended.

The distribution of this prospectus supplement and the accompanying prospectus and the offering and sale of the senior notes in certain jurisdictions may be restricted by law. Persons who come into possession of this prospectus supplement and the accompanying prospectus should inform themselves about and observe any such restrictions. This prospectus supplement and the accompanying prospectus do not constitute, and may not be used in connection with, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

You should not consider any information in this prospectus supplement or the accompanying prospectus to be investment, legal or tax advice. You should consult your own counsel, accountant and other advisors for legal, tax, business, financial and related advice regarding the purchase of the senior notes. We are not making any representation to you regarding the legality of an investment in the senior notes by you under applicable investment or similar laws.

You should read and consider all information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus before making your investment decision.

These Listing Particulars may only be used in connection with the admission of the senior notes to the official list of the Irish Stock Exchange and to trading on its Global Exchange Market.

The Issuer and the Guarantor accept responsibility for the information contained in these Listing Particulars. To the best of the Issuer's and the Guarantor's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in these Listing Particulars is in accordance with the facts and does not omit anything likely to affect its import.

**WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE**

Discovery files annual, quarterly and current reports, proxy statements and other information with the SEC. Its SEC filings are available to the public over the Internet at the SEC's website at <http://www.sec.gov>. Copies of certain information filed by Discovery with the SEC are also available on its website at <http://www.discoverycommunications.com>. The website is not a part of this prospectus supplement or the

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accompanying prospectus. You may also read and copy any document Discovery files at the SEC's public reference room, 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 public reference room.

The SEC allows Discovery to incorporate by reference the information Discovery files with the SEC into this prospectus supplement and the accompanying prospectus, which means that Discovery can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be part of this prospectus supplement and the accompanying prospectus.

Discovery incorporates by reference in this prospectus supplement and the accompanying prospectus the documents listed below, other than any portions of the respective filings that were furnished, under applicable SEC rules, rather than filed:

Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed on February 14, 2017 (the 2016 Discovery Annual Report );

The information included in the Proxy Statement for the 2017 Annual Meeting of Stockholders, filed on April 5, 2017, to the extent incorporated by reference into Part III of the 2016 Discovery Annual Report, filed on February 17, 2017;

Quarterly Reports on Form 10-Q for the fiscal quarter ended March 31, 2017, filed on May 9, 2017 and for the fiscal quarter ended June 30, 2017, filed on August 4, 2017; and

Current Reports on Form 8-K filed on January 23, 2017, February 28, 2017, March 2, 2017, March 13, 2017, March 14, 2017, March 15, 2017; May 17, 2017, May 18, 2017, May 23, 2017, July 31, 2017, July 31, 2017, August 7, 2017, August 14, 2017 and September 7, 2017.

The financial statements included in the Guarantor's 2016 Annual Report and other SEC filings, which are incorporated into this prospectus supplement and the accompanying prospectus, have been prepared on a consolidated basis and include certain financial information related to the Issuer. DCL does not produce its own separately audited standalone or consolidated financial statements (see Note 23 (Condensed Consolidating Financial Information) to the Guarantor's consolidated financial statements incorporated in this prospectus by reference to the 2016 Discovery Annual Report).

This document also incorporates by reference the following documents that have previously been filed with the SEC by Scripps Networks Interactive, Inc. ( Scripps ):

Scripps' Annual Report on Form 10-K for the fiscal year ended December 31, 2016, filed with the SEC on February 24, 2017 (the 2016 Scripps Annual Report ); and



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Scripps Quarterly Reports on Form 10-Q for the fiscal quarter ended March 31, 2017, filed with the SEC on May 5, 2017 and for the fiscal quarter ended June 30, 2017, filed with the SEC on August 4, 2017.

You may request a copy of these filings, at no cost, by writing or telephoning Discovery at the following address and telephone number:

Discovery Communications, Inc.

One Discovery Place

Silver Spring, Maryland 20910

(240) 662-2000

Attn: Investor Relations

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference into such document. Any statement contained in this prospectus supplement or the accompanying prospectus or in any document incorporated by reference in this prospectus supplement will automatically update and, where applicable, supersede any earlier information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus.

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**FORWARD-LOOKING STATEMENTS**

Certain statements in this prospectus supplement, the accompanying prospectus and any documents incorporated by reference herein or therein may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding Discovery's business, marketing and operating strategies, integration of acquired businesses, new service offerings, financial prospects, and anticipated sources and uses of capital. Words such as anticipates, estimates, expects, projects, intends, plans, believes, and terms of substance used in connection with any discussion of future operating or financial performance identify forward-looking statements. Where, in any forward-looking statement, we express an expectation or belief as to future results or events, such expectation or belief is expressed in good faith and believed to have a reasonable basis, but there can be no assurance that the expectation or belief will result or be accomplished. The following is a list of some, but not all, of the factors that could cause actual results or events to differ materially from those anticipated:

continued consolidation of distribution customers and production studios;

the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement;

the risk that Discovery may not obtain the requisite approval of its stockholders and that Scripps may not obtain the requisite approval of its stockholders, in each case as is necessary for completion of the merger;

the risk that the necessary regulatory approvals relating to the merger may not be obtained or may be obtained subject to conditions that are not anticipated or that may be burdensome;

risks that any of the closing conditions to the merger may not be satisfied in a timely manner;

risks related to disruption of management time from ongoing business operations due to the merger;

failure to realize the benefits expected from the merger;

the timing to complete the merger;

risks related to any legal proceedings that may be instituted against Discovery, Scripps and/or others relating to the merger;

the effect of the announcement of the merger on Discovery's and Scripps' operating results and businesses generally;

changes in the distribution and viewing of television programming, including the expanded deployment of personal video recorders, video on demand, internet protocol television, mobile personal devices and personal tablets and their impact on television advertising revenue;

a failure to secure affiliate agreements or renewal of such agreements on less favorable terms;

rapid technological changes;

the inability of advertisers or affiliates to remit payment to Discovery or Scripps in a timely manner or at all;

general economic and business conditions;

industry trends, including the timing of, and spending on, feature film, television and television commercial production;

spending on domestic and foreign television advertising;

disagreements with Discovery's or Scripps' distributors or other business partners over contract interpretation;

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fluctuations in foreign currency exchange rates and political unrest and regulatory changes in international markets, from events including Brexit;

market demand for foreign first-run and existing content libraries;

the regulatory and competitive environment of the industries in which Discovery and Scripps, and the entities in which they have interests, operate;

uncertainties inherent in the development of new business lines and business strategies;

uncertainties regarding the financial performance of Discovery's and Scripps' equity method investees;

integration of acquired businesses;

uncertainties associated with product and service development and market acceptance, including the development and provision of programming for new television and telecommunications technologies;

future financial performance, including availability, terms, and deployment of capital;

the ability of suppliers and vendors to deliver products, equipment, software, and services;

our ability to achieve the efficiencies, savings and other benefits anticipated from our cost-reduction initiative;

the outcome of any pending or threatened litigation;

availability of qualified personnel;

the possibility or duration of an industry-wide strike or other job action affecting a major entertainment industry union;

changes in, or failure or inability to comply with, government regulations, including, without limitation, regulations of the Federal Communications Commission and adverse outcomes from regulatory proceedings;

changes in income taxes due to regulatory changes or changes in Discovery's and Scripps' corporate structure; changes in the nature of key strategic relationships with partners, distributors and equity method investee partners;

competitor responses to Discovery's and Scripps' products and services and the products and services of the entities in which Discovery and Scripps have interests;

threatened terrorist attacks and military action;

reduced access to capital markets or significant increases in costs to borrow; and

a reduction of advertising revenue associated with unexpected reductions in the number of subscribers.

For additional risk factors, refer to Item 1A, "Risk Factors" in the 2016 Discovery Annual Report and the 2016 Scripps Annual Report, as well as Risk Factors beginning on page S-18. These forward-looking statements and such risks, uncertainties and other factors speak only as of the date of this prospectus supplement and we expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any such statement is based.

**In connection with the issue of the senior notes, Citigroup Global Markets Limited (the "Stabilizing Manager") (or persons acting on behalf of the Stabilizing Manager) may overallocate senior notes or effect transactions with a view to supporting the market price of the senior notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or persons acting on behalf of the Stabilizing Manager) will undertake stabilization action. Any stabilization action**

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**may begin on or after the date on which adequate public disclosure of the terms of the offer of the senior notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the senior notes and 60 days after the date of the allotment of the senior notes. Any stabilization action or overallotment must be conducted by the Stabilizing Manager (or person(s) acting on behalf of the Stabilizing Manager) in accordance with all applicable laws and rules. See Underwriting .**

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**SUMMARY**

*The following summary highlights information contained elsewhere in this prospectus supplement. It may not contain all of the information that you should consider before investing in the senior notes. For a more complete discussion of the information you should consider before investing in the senior notes, you should carefully read this entire prospectus supplement and the accompanying prospectus and the documents incorporated by reference herein.*

**Discovery Communications, Inc.**

**Business Overview**

Discovery is a global media company that provides content across multiple distribution platforms, including linear platforms, such as pay-TV, free-to-air and broadcast television, and various digital distribution platforms around the world. Discovery also enters into content licensing agreements. As one of the world's largest pay-TV programmers, Discovery provides original and purchased content and live events to more than 2.8 billion cumulative viewers worldwide through networks that it wholly or partially owns. Discovery distributes customized content in the U.S. and over 220 other countries and territories in over 40 languages. Discovery's global portfolio of networks includes prominent nonfiction television brands such as Discovery Channel, Discovery's most widely distributed global brand, TLC, Animal Planet, Investigation Discovery, Science and Velocity (known as Turbo outside of the U.S.). In addition to nonfiction brands, Discovery's portfolio includes Eurosport, which Discovery acquired in 2014, and is a leading sports entertainment provider across Europe, as well as Discovery Kids, a leading children's entertainment brand in Latin America. Discovery also operates a portfolio of websites, digital direct-to-consumer products, production studios and curriculum-based education products and services.

Discovery's objective is to create and sustain content niches through branded channels and businesses with strong consumer appeal to build viewership and engagement. Discovery's strategy is to maximize the long-term distribution, ratings and profit potential of each of its branded networks. In addition to growing distribution and advertising revenues for our networks, Discovery has expanded its portfolio by investing in new genres, namely sports with Eurosport and children's content with Discovery Kids, and in content distribution across platforms such as brand-aligned websites, web-native networks, on-line streaming, mobile devices, video on demand and TV Everywhere products including its GO portfolio of applications in the U.S. and Discovery Kids Play (known as Discovery Kids Play!) in Latin America, which provide promotional platforms for Discovery's television content and serve as additional outlets for advertising and distribution revenue. Audience ratings are a key driver in generating advertising revenue and creating demand on the part of cable television operators, direct-to-home satellite operators, telecommunication service providers, and other content distributors who deliver Discovery's content to their customers.

**Company History**

Discovery became a public company on September 17, 2008 in connection with Discovery Holding Company (DHC) and Advance/Newhouse Programming Partnership (Advance/Newhouse) combining their respective ownership interests in DCH and exchanging those interests for interests in Discovery (the Discovery Formation). As a result of the Discovery Formation, Discovery became the successor reporting entity to DHC under the Securities Exchange Act of 1934, as amended (the Exchange Act).

Discovery has three series of common stock, Series A, Series B and Series C, which trade on The NASDAQ Global Select Market under the symbols DISCA, DISCB and DISCK, respectively.

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DCL, DCH and Discovery's principal executive offices are located at One Discovery Place, Silver Spring, Maryland 20910, and the telephone number is (240) 662-2000.

**Discovery Communications, LLC**

DCL is an indirect, wholly owned subsidiary of Discovery. Substantially all of the operations of Discovery are conducted through DCL. DCL was converted into a Delaware limited liability company on May 14, 2007.

**Organizational Structure**

The following diagram illustrates our organizational structure on a pro forma basis after giving effect to this offering, borrowings under the term loan facility, the additional debt financing (as defined herein) and the merger, as of June 30, 2017. The diagram is in general terms and does not include intermediate subsidiaries.

- \* Advance/Newhouse and its affiliates have an approximately 31% beneficial ownership interest in Discovery through their ownership of Discovery Series A-1 preferred stock, which votes with Discovery's Series A common stock on an as-converted basis, except for the election of common stock directors, as to which Advance/Newhouse has the right to elect three of the directors of Discovery.
- \*\* As of June 30, 2017, Scripps had \$2.5 billion in aggregate principal amount of senior debt securities outstanding. We currently expect the existing Scripps notes to remain outstanding following the completion of the merger and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL.

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DCL is a limited liability company and does not, and is not required to, have a board of directors. It is a member managed limited liability company and has a sole member, DCH, which is a direct, wholly owned subsidiary of Discovery. Discovery is the sole member of DCH.

Advance/Newhouse and its affiliates have an approximately 31% beneficial ownership interest in Discovery through their ownership of Discovery Series A-1 preferred stock, which votes with Discovery's Series A common stock on an as-converted basis, except for the election of common stock directors, as to which Advance/Newhouse has the right to elect three of the directors of Discovery. One of Discovery's directors, John Malone, has an approximately 28% beneficial ownership in Discovery through his ownership of Series B common stock, which entitles the holder to ten votes per share on all matters submitted to a vote of Discovery's common stockholders. The rights of holders of preferred stock and Series B common stock are contained in Discovery's restated certificate of incorporation and Discovery is and will be managed in accordance with its restated certificate of incorporation, its bylaws and the General Corporation Law of the State of Delaware.

## **The Merger**

On July 30, 2017, Discovery and Scripps, entered into an Agreement and Plan of Merger, dated as of July 30, 2017 (the merger agreement), under which, subject to the conditions set forth in the merger agreement, Discovery will acquire all outstanding shares of Scripps common stock in a stock and cash transaction and Scripps will become a wholly-owned subsidiary of Discovery (the merger). We believe the proposed merger will create a complementary and dynamic suite of brands. The combined company will produce approximately 8,000 hours of original programming annually, be home to approximately 300,000 hours of library content, and will generate a combined 7 billion short-form video streams monthly, demonstrating its commitment to delivering content as a top short-form provider.

## **Scripps Networks Interactive, Inc.**

Scripps is a leading developer of engaging lifestyle content in the home, food and travel categories for television, the internet and emerging platforms. Scripps' U.S. lifestyle portfolio comprises popular television and internet brands HGTV, DIY Network, Food Network, Cooking Channel, Travel Channel and Great American Country.

The international operations of Scripps include TVN, Poland's premier multi-platform company; UKTV, an independent commercial joint venture with BBC Worldwide; Asian Food Channel, the first pan-regional TV food network in Asia; and lifestyle channel Fine Living Network. Scripps' global networks and websites reach millions of consumers across North and South America, Asia, Europe, Australia, the Middle East and Africa.

Scripps is focused on strengthening its networks and expanding its reach, including in both the digital arena and international market. As part of its effort to expand in the digital arena, Scripps launched Scripps Lifestyle Studios in the fourth quarter of 2015.

Scripps was incorporated as an Ohio corporation on October 23, 2007, and Scripps and its predecessors have been in the cable programming business for over 23 years in various legal forms. The principal trading market for Scripps Class A shares (NASDAQ: SNI) is the NASDAQ. Following the completion of the merger, Scripps Class A shares will be delisted from the NASDAQ.

Scripps is headquartered in Knoxville, Tennessee. Scripps' principal executive offices are located at 9721 Sherrill Blvd., Knoxville, TN 37919; its telephone number is (865) 694-2700; and its website is [www.scrippsnetworksinteractive.com](http://www.scrippsnetworksinteractive.com).

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### **Financing of the Merger**

In order to finance the merger, Discovery and DCL are offering the senior notes and have entered into the commitment letter and a term loan facility (each as defined below). DCL also intends to incur additional indebtedness through the additional debt financing (as defined below). We estimate that the total amount of funds required to consummate the merger and the other transactions contemplated by the merger will be approximately \$8.8 billion and DCL intends to use the net proceeds of this offering, together with the net proceeds of the additional debt financing and the net proceeds of borrowing under the term loan facility, to fund the cash consideration payable in connection with the merger and to pay related fees and expenses.

#### **Bridge Facility Commitment**

Discovery and DCL entered into a commitment letter (the commitment letter ) with Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC (collectively, Goldman Sachs ), pursuant to which Goldman Sachs and various other lenders are committed to provide up to \$6.8 billion under a 364-day senior unsecured bridge facility, which we refer to as the bridge facility , to finance the merger and pay fees and expenses in connection therewith. The initial committed amount of the bridge facility was \$9.6 billion, which amount was reduced to \$6.8 billion prior to the date hereof upon execution of the \$2.0 billion term loan facility referred to below and the amendment to DCL's revolving credit facility.

#### **Term Loan Facility**

On August 11, 2017, Discovery and DCL entered into a term loan facility with Goldman Sachs Bank USA, as administrative agent and the other lenders party thereto (the term loan facility ). The term loan facility provides for total term loan commitments of \$1.0 billion in a 3-year tranche and \$1.0 billion in a 5-year tranche, for an aggregate principal amount of \$2.0 billion. The obligations of DCL under the term loan facility are unsecured and are guaranteed by Discovery and, following the closing of the merger, are currently expected to be guaranteed by Scripps. The proceeds of borrowings under the term loan facility will be used to finance the merger and pay fees and expenses in connection therewith.

#### **Additional Debt Financing**

On September 7, 2017, DCL announced the pricing of \$500.0 million aggregate principal amount of 2.200% Senior Notes due 2019 (the 2019 fixed rate notes ), \$1.20 billion aggregate principal amount of 2.950% Senior Notes due 2023 (the 2023 notes ), \$1.70 billion aggregate principal amount of 3.950% Senior Notes due 2028 (the 2028 notes ), \$1.25 billion aggregate principal amount of 5.000% Senior Notes due 2037 (the 2037 notes ), \$1.25 billion aggregate principal amount of 5.200% Senior Notes due 2047 (the 2047 notes ) and \$400.0 million aggregate principal amount of Floating Rate Senior Notes due 2019 (the 2019 floating rate notes ) and, together with the 2019 fixed rate notes, the 2023 notes, the 2028 notes, the 2037 notes and the 2047 notes, the additional debt financing ) in an underwritten public offering. DCL expects that the additional debt financing will close on or about September 21, 2017. Of the total aggregate principal amount of the additional debt financing, \$5.4 billion is subject to the same special mandatory redemption provisions as the senior notes offered hereby and \$900 million is not subject to the same special mandatory redemption provisions and will remain outstanding even if the merger is not completed.

#### **Existing Scripps Notes**

As of June 30, 2017, Scripps had approximately \$2.5 billion in aggregate principal amount of senior debt securities outstanding (the existing Scripps notes ). Following the completion of the merger, we currently expect the existing

Scripps notes to remain outstanding and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL.

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**The Offering**

*The following is a brief summary of certain terms of this Offering. For a more complete description of the terms of the senior notes, see Description of Senior Notes in this prospectus supplement and Description of Debt Securities in the accompanying prospectus.*

<b>Issuer</b>	Discovery Communications, LLC.
<b>Guarantor</b>	Discovery Communications, Inc.
<b>Securities Offered</b>	£            in aggregate principal amount of    % Senior Notes due .
<b>Stated Maturity Date</b>	,            .
<b>Interest Rates</b>	The senior notes will bear interest at the rate of    % per annum.  Interest on the senior notes will accrue from            , 2017.
<b>Interest Payment Dates</b>	Interest on the senior notes will be paid annually on            of each year to the holders of record on the preceding            . The first interest payment on the senior notes will be made on            to holders of record on            ,            .
<b>Currency of Payment</b>	All payments of interest and principal, including payments made upon any redemption of the senior notes, will be made in sterling. If sterling is unavailable due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the senior notes will be made in U.S. dollars until sterling is again available.
<b>Ranking of the Senior Notes</b>	The senior notes will be DCL    s unsecured senior obligations and will rank equally in right of payment with DCL    s existing and future unsecured and unsubordinated indebtedness. The senior notes will be effectively subordinated to DCL    s secured indebtedness (if any) to the extent of the value of the assets securing that debt and effectively subordinated to any indebtedness and other liabilities of DCL    s subsidiaries to the extent such subsidiaries do not guarantee the senior notes. The senior notes will be senior in right of payment to all future subordinated indebtedness of

DCL.

As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the

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merger (including the incurrence of \$2 billion of indebtedness under the term loan facility):

DCL would have had approximately \$ billion in aggregate principal amount of indebtedness outstanding, including the senior notes and the indebtedness incurred in the additional debt financing, all of which would have ranked equally in right of payment;

DCL would have had no secured indebtedness outstanding; and

DCL's subsidiaries would have had approximately \$558 million in aggregate principal amount of indebtedness outstanding, all of which would have been effectively senior to the senior notes.

Following the completion of the merger, we currently expect the existing Scripps notes to remain outstanding and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL. Furthermore, following the completion of the merger, we currently expect that Scripps will fully and unconditionally guarantee on an unsecured and unsubordinated basis the senior notes offered hereby. See Risk Factors Risks Related to the Notes DCL conducts a substantial amount of its operations, and Discovery conducts all of its operations, through subsidiaries. DCL and Discovery may be limited in their ability to access funds from their subsidiaries to service their debt, including the senior notes. In addition, the senior notes will not be guaranteed by the subsidiaries of DCL or, except in certain circumstances, the subsidiaries of Discovery. As a result, we currently expect the existing Scripps notes to effectively rank equally in right of payment with all of DCL's existing and future unsubordinated indebtedness, including the senior notes.

**Guarantee**

All payments on the senior notes, including principal and interest (and premium, if any), will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor. See Description of Senior Notes Guarantee Guarantee by the Guarantor.

The guarantee of the senior notes will rank equally in right of payment with all other existing and future unsecured and unsubordinated indebtedness of the Guarantor. The guarantee will be effectively subordinated to the Guarantor's secured indebtedness (if any) to the extent of the value of the assets securing that debt and effectively subordinated to any indebtedness and other liabilities of the Guarantor's subsidiaries to the extent such subsidiaries do not guarantee the senior



notes.

As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the

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merger (including the incurrence of \$2 billion of indebtedness under the term loan facility):

the Guarantor's outstanding indebtedness would have consisted of its guarantees of \$2 billion aggregate principal amount of DCL's obligations under the term loan facility, \$ billion aggregate principal amount of DCL's senior debt securities, including the senior notes and the indebtedness incurred in the additional debt financing, \$73 million of DCL's outstanding commercial paper, \$700 million of borrowings under DCL's revolving credit facility, and \$172 million of capital leases; and

the Guarantor's subsidiaries, other than DCL and Scripps, would have had approximately \$558 million in aggregate principal amount of indebtedness outstanding, all of which would have been effectively senior to the Guarantor's guarantee of the senior notes.

As of June 30, 2017, Scripps had \$2.5 billion in aggregate principal amount of senior debt securities outstanding. We currently expect the existing Scripps notes to remain outstanding following the completion of the merger and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL.

**Future Subsidiary Guarantors**

All payments on the senior notes, including principal and interest (and premium, if any), will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by all of the Guarantor's future domestic subsidiaries that guarantee DCL's obligations under our revolving credit facility. Each such guarantee of the senior notes will rank equally in right of payment with all other existing and future unsecured and unsubordinated indebtedness of each such subsidiary guarantor. Each such guarantee will be effectively subordinated to each such subsidiary guarantor's secured indebtedness (if any) to the extent of the value of the assets securing that debt.

Following the completion of the merger, Scripps will be required to fully and unconditionally guarantee our revolving credit facility if:

Scripps and its subsidiaries are subsidiaries of Discovery, but not subsidiaries of DCL; or

the existing Scripps notes remain the obligations of Scripps.

We currently expect Scripps to guarantee our revolving credit facility following the completion of the merger. See Risk Factors Risks Related to the Notes DCL conducts a substantial amount of its operations, and Discovery conducts all of its operations, through subsidiaries. DCL and Discovery may be limited in their ability to access funds from their subsidiaries to service their debt, including the senior notes. In addition, the senior notes will not be guaranteed by the subsidiaries of DCL or, except in certain circumstances, the subsidiaries of Discovery.

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**Additional Amounts**

DCL will, subject to certain exceptions and limitations set forth in this prospectus supplement, pay as additional interest such additional amounts as are necessary in order that the net payment of the principal and interest on the senior notes to a holder who is not a United States person (as defined herein), after withholding or deduction for any present or future tax, assessment, or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in such holder's senior notes to be then due and payable. See Description of Senior Notes Payment of Additional Amounts.

**Special Mandatory Redemption**

If the merger is not consummated on or prior to August 30, 2018, or if, prior to such date, the merger agreement is terminated, then, in either case, we will redeem all outstanding senior notes offered hereby at a redemption price equal to 101% of the aggregate principal amount of the senior notes being redeemed, plus accrued and unpaid interest on the senior notes being redeemed to, but excluding, the special mandatory redemption date. See Description of Senior Notes Special Mandatory Redemption.

**Optional Redemption**

Prior to \_\_\_\_\_, \_\_\_\_\_, DCL may redeem the senior notes offered hereby in whole or in part at any time at the redemption prices described under Description of Senior Notes Optional Redemption, plus any accrued and unpaid interest. On and after \_\_\_\_\_, \_\_\_\_\_, DCL may redeem the senior notes in whole or in part at any time prior to their maturity at a redemption price equal to 100% of the principal amount, plus any accrued and unpaid interest.

**Change of Control Offer to**

**Repurchase**

If a Change of Control Triggering Event (as defined herein) occurs, DCL must offer to repurchase the senior notes at a redemption price equal to 101% of the principal amount, plus accrued and unpaid interest, as described under Description of Senior Notes Change of Control Offer to Repurchase.

**Sinking Fund**

None.

**Covenants**

DCL will issue the senior notes under the senior indenture, dated as of August 19, 2009 (the senior indenture), among DCL, the Guarantor and U.S. Bank National Association, as trustee, as supplemented by a supplemental indenture to be entered into concurrently with the delivery of the senior notes (the thirteenth supplemental indenture and, together with the senior indenture, the indenture). The indenture restricts, among other things:

DCL's ability to incur certain liens securing debt;

DCL's ability to enter into sale and leaseback transactions; and

the ability of DCL and Discovery to sell all or substantially all of their respective assets or merge or consolidate with or into other companies.

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**Listing and Trading**

Application will be made to the Irish Stock Exchange for the approval of this document as Listing Particulars. Application will be made to the Irish Stock Exchange for the senior notes to be admitted to the Official List and trading on the Global Exchange Market, which is the exchange regulated market of the Irish Stock Exchange. The Global Exchange Market is not a regulated market for the purposes of Directive 2004/39/EC. We cannot assure you that the senior notes will become or will remain listed on the Global Exchange Market. In addition, the senior notes are a new issue of securities with no established trading market. Accordingly, we cannot assure you that a trading market for the senior notes will develop or if one develops, that it will be maintained. See **Risk Factors** in this prospectus supplement. The underwriters have advised DCL that they intend to make a market in the senior notes, but they are not obligated to do so and may discontinue their market-making activities at any time without notice. See **Underwriting** for more information about possible market-making activities by the underwriters.

**Form and Denomination**

The senior notes will be issued in the form of one or more fully-registered global securities, without coupons, in denominations of £100,000 in principal amount and integral multiples of £1,000 in excess thereof. These global securities will be deposited with a common depositary on behalf of Clearstream Banking, *société anonyme* ( Clearstream, Luxembourg ), and Euroclear Bank S.A./N.V., or its successor ( Euroclear ) or its nominee. Beneficial interests in the global securities will be shown on, and transfers will be effected only through, records maintained by Clearstream, Luxembourg and Euroclear. Except in the limited circumstances described under **Description of Senior Notes Book-Entry, Delivery and Form**, the senior notes will not be issued in certificated form or exchanged for interests in global securities.

**Use of Proceeds**

DCL intends to use the net proceeds of this offering, together with the net proceeds of the additional debt financing and the net proceeds of borrowings under the term loan facility, to fund the cash consideration payable in connection with the merger and to pay related fees and expenses.

**Ratio of Earnings to Fixed Charges**

See **Ratio of Earnings to Fixed Charges**.

**Trustee**

U.S. Bank National Association.

**London Paying Agent**

Elavon Financial Services DAC, UK Branch.

**Material U.S. Federal Tax Considerations** You should consult your own tax advisors concerning the U.S. federal income tax considerations of purchasing, owning and disposing of the senior notes in light of your own specific situation, as well as considerations arising under the laws of any other taxing jurisdiction. See Material U.S. Federal Income Tax Considerations.

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**Governing Law**

The indenture and the senior notes will be governed by the laws of the State of New York.

**Further Issues**

DCL may from time to time, without notice to or consent of the registered holders of the senior notes, create and issue additional senior notes, which may include senior notes of the same series as the senior notes offered hereby, ranking equally and ratably with the senior notes offered hereby in all respects, provided that if such additional senior notes are not fungible with the original senior notes for U.S. federal income tax purposes, such additional senior notes will have separate CUSIP numbers.

**Risk Factors**

An investment in the senior notes involves risk. Before investing in the senior notes, you should carefully consider the risks described in **Risk Factors**, as well as other information included or incorporated by reference into this prospectus supplement and the accompanying prospectus, including the risk factors set forth in **Risk Factors** in the 2016 Discovery Annual Report and the 2016 Scripps Annual Report before making an investment decision.



**Table of Contents****Summary Consolidated Historical Financial Information of Discovery**

The following table sets forth Discovery's summary consolidated historical financial data as of the dates and for the periods indicated. The summary consolidated historical financial data as of June 30, 2017 and for the six months ended June 30, 2017 and June 30, 2016 have been derived from Discovery's unaudited condensed consolidated financial statements and related notes which are incorporated herein by reference. The data as of June 30, 2017 and for the six months ended June 30, 2017 and June 30, 2016, in the opinion of Discovery's management include all adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of the results for the unaudited interim periods. The summary consolidated historical financial data as of December 31, 2016 and December 31, 2015 and for each of the years ended December 31, 2016, December 31, 2015 and December 31, 2014 have been derived from Discovery's audited consolidated financial statements and related notes which are incorporated herein by reference. The selected consolidated historical financial data are qualified in their entirety by, and should be read in conjunction with, Management's Discussion and Analysis of Financial Condition and Results of Operations and Discovery's audited consolidated financial statements and unaudited condensed consolidated financial statements and the related notes thereto included in the 2016 Discovery Annual Report and Discovery's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017, respectively, each of which is incorporated herein by reference. See [Where You Can Find More Information](#). Discovery's consolidated historical financial data may not be indicative of the future performance of Discovery. See the sections entitled [Forward Looking Statements](#) and [Risk Factors](#).

(dollars in millions, except per share amounts)	Six Months Ended June 30,		Fiscal Years Ended December 31,		
	2017	2016	2016	2015	2014
<b>Selected Statement of Operations Information:</b>					
Revenues	\$ 3,358	\$ 3,269	\$ 6,497	\$ 6,394	\$ 6,265
Operating income	1,117	1,075	2,058	1,985	2,061
Income from continuing operations, net of taxes	601	684	1,218	1,048	1,137
Loss from discontinued operations, net of taxes					
Net income	601	684	1,218	1,048	1,137
Net income available to Discovery Communications, Inc.	589	671	1,194	1,034	1,139
Basic earnings per share available to Discovery Communications, Inc. Series A, B and C common stockholders*:					
Net income	1.02	1.08	1.97	1.59	1.67
Diluted earnings per share available to Discovery Communications, Inc. Series A, B and C common stockholders*:					
Net income	1.01	1.08	1.96	1.58	1.66
Weighted average shares outstanding:					
Basic	387	409	401	432	454
Diluted	583	623	610	656	687
<b>Selected Balance Sheet Information:</b>					
Cash and cash equivalents	\$ 206	\$ 185	\$ 300	\$ 390	\$ 367
Total assets	16,149	15,690	15,758	15,864	15,970
Long-term debt:					

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Current portion	105	130	82	119	1,107
Long-term portion	8,158	7,809	7,841	7,616	6,002
Total liabilities	10,386	10,104	10,348	10,172	9,619
Redeemable noncontrolling interests	237	241	243	241	747
Equity attributable to Discovery Communications, Inc.	5,526	5,345	5,167	5,451	5,602
Total equity	\$ 5,526	\$ 5,345	\$ 5,167	\$ 5,451	\$ 5,604

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Income per share amounts may not sum since each is calculated independently.

On September 30, 2016, Discovery recorded an other-than-temporary impairment of \$62 million related to its investment in Lionsgate. On December 2, 2016, Discovery acquired a 39% minority interest in Group Nine Media, a newly formed media holding company, in exchange for contributions of \$100 million and Discovery's digital network businesses Seeker and SourceFed, resulting in a gain of \$50 million upon deconsolidation of the businesses.

On May 30, 2014, Discovery acquired a controlling interest in Eurosport International by increasing Discovery's ownership stake from 20% to 51%. As a result, as of that date, the accounting for Eurosport was changed from an equity method investment to a consolidated subsidiary. On March 31, 2015 Discovery acquired a controlling interest in Eurosport France increasing Discovery's ownership stake by 31% upon the resolution of certain regulatory matters and began accounting for Eurosport France as a consolidated subsidiary. On October 1, 2015, Discovery acquired the remaining 49% of Eurosport for 491 million (\$548 million) upon TF1's exercise of its right to put.

On April 9, 2013, Discovery acquired the television and radio operations of SBS Nordic. The acquisition has been included in our operating results since the acquisition date. The radio operations of SBS Nordic were subsequently sold on June 30, 2015.

Balance sheet amounts for prior years have been adjusted to reclassify debt issuance costs from other noncurrent assets to noncurrent portion of debt in accordance with ASU 2015-03. Amounts reclassified were \$44 million for 2014.

On September 23, 2014, Discovery acquired an additional 10% ownership interest in Discovery Family. The purchase increased our ownership interest from 50% to 60%. As a result, the accounting for Discovery Family was changed from an equity method investment to a consolidated subsidiary.

- \* As a result of the August 7, 2017, Preferred Share Exchange Agreement with Advance/Newhouse, in which Discovery issued newly designated shares of Series A-1 Convertible Participating Stock of Discovery ( Series A-1 Preferred Stock ) and newly designated shares of Series C-1 Convertible Participating Stock of Discovery ( Series C-1 Preferred Stock ) in exchange for all outstanding shares of Discovery's Series A Convertible Participating Preferred Stock and Discovery's Series C Convertible Participating Preferred Stock, historical basic and diluted earnings per share available to Series C-1 preferred stockholders (previously Series C preferred stockholders) has changed. Discovery's Series A, B and C common stock and Series C-1 preferred stock are treated as one class for the purposes of applying the two-class method for the calculation of earnings per share. Prior to the Exchange Agreement, Series C convertible preferred stock was convertible into Series C Common stock at a conversion rate of 2.0. Following the exchange, the Series C-1 Preferred Stock may be converted into Series C Common Stock at the initial conversion rate of 19.3648. As such, Discovery has retrospectively restated basic and diluted earnings per share information and related computational data for the periods presented in the table above. See

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Discovery's Current Report on Form 8-K filed September 7, 2017, which is incorporated in this prospectus supplement by reference. Discovery historically discloses this information in the earnings per share footnote in its quarterly reports on Form 10-Q and annual reports on Form 10-K.

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**Table of Contents****Summary Consolidated Historical Financial Information of Scripps**

The following table sets forth Scripps' summary consolidated historical financial data. The summary consolidated historical financial data of Scripps for each of the years ended December 31, 2016, December 31, 2015 and December 31, 2014, and as of December 31, 2016, 2015 and 2014 are derived from, qualified by and should be read in conjunction with Scripps' audited consolidated financial statements and related notes contained in the Scripps 2016 Annual Report which is incorporated by reference herein. The summary financial data of Scripps for the six months ended June 30, 2017 and June 30, 2016 are derived from, qualified by and should be read in conjunction with Scripps' unaudited consolidated financial statements and related notes contained in its Quarterly Report on Form 10-Q for the second quarter of 2017, which is incorporated by reference into this prospectus supplement. See "Where You Can Find More Information" for instructions on how to obtain the information that has been incorporated by reference.

The unaudited financial data presented has been prepared on a basis consistent with Scripps' audited consolidated financial statements. In the opinion of Scripps' management, such unaudited financial data reflects all adjustments, consisting only of normal and recurring adjustments, necessary for a fair presentation of the results for those periods. Scripps' consolidated historical financial data may not be indicative of the future performance of Scripps. See the sections entitled "Forward-Looking Statements" and "Risk Factors".

<i>(in thousands, except per share data and cash dividends)</i>	<b>Six months ended June 30,</b>		<b>Year ended December 31,</b>		
	<b>2017</b>	<b>2016</b>	<b>2016</b>	<b>2015(3)</b>	<b>2014</b>
<b>Statement of Operations Data</b>					
Operating revenues(1)(2):					
U.S. Networks	\$ 1,515,932	\$ 1,454,516	\$ 2,871,424	\$ 2,716,663	\$ 2,588,357
International Networks	278,787	268,382	557,052	327,891	90,180
Corporate and Other	(14,553)	(13,249)	(27,041)	(26,327)	(13,081)
Total operating revenues	\$ 1,780,166	\$ 1,709,649	\$ 3,401,435	\$ 3,018,227	\$ 2,665,456
Operating income	\$ 703,634	\$ 662,927	\$ 1,148,595	\$ 1,103,932	\$ 992,309
Net income attributable to SNI common shareholders(4)	\$ 433,975	\$ 475,505	\$ 673,595	\$ 606,828	\$ 545,275
<b>Per Share Data</b>					
Net income attributable to SNI common shareholders per share of common stock					
Basic	\$ 3.34	\$ 3.67	\$ 5.20	\$ 4.68	\$ 3.86
Diluted	\$ 3.32	\$ 3.66	\$ 5.18	\$ 4.66	\$ 3.83
Weighted average shares outstanding					
Basic	130,079	129,424	129,529	129,665	141,297
Diluted	130,790	129,971	130,104	130,255	142,193
<b>Balance Sheet Data</b>					

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Total assets	\$ 6,516,569	\$ 6,512,715	\$ 6,200,294	\$ 6,672,314	\$ 4,657,481
Total debt(5)(6)(7)(8)(9)	\$ 2,979,729	\$ 3,626,938	\$ 3,202,386	\$ 4,010,272	\$ 2,369,254
Total liabilities	\$ 3,721,796	\$ 4,344,687	\$ 3,971,866	\$ 4,736,138	\$ 2,886,794
SNI shareholders equity	\$ 2,514,224	\$ 1,884,554	\$ 1,899,769	\$ 1,523,931	\$ 1,382,447
Non-controlling interest	\$ 280,549	\$ 283,474	\$ 328,659	\$ 313,245	\$ 302,140
Total equity	\$ 2,794,773	\$ 2,168,028	\$ 2,228,428	\$ 1,837,176	\$ 1,684,587

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- (1) Operating revenues and segment profit (loss) represent the measures used to evaluate the operating performance of Scripps business segments in accordance with financial accounting standards for disclosures about segments of an enterprise and related information. See **Business Segment Results** in **Management's Discussion and Analysis of Financial Condition and Results of Operations**.
- (2) As a result of the acquisition of N-Vision B.V., a Dutch Limited Liability Company ( **N-Vision** ) (see **Note 4 Acquisitions**), Scripps international operating segment became significant. Therefore, Scripps has two reportable segments: U.S. Networks and International Networks. As a result of the above-mentioned changes, certain prior period segment results have been recast to reflect the current presentation.
- (3) 2015 includes activity related to the TVN Transactions.
- (4) Scripps' income tax provision in 2012 reflects a \$213.0 million income tax benefit as a result of the reversal of valuation allowances on deferred tax assets related to capital loss carry-forwards. Previously, Scripps had estimated that it would be unable to use any of the capital loss carry-forwards generated from the sale of Scripps' Shopzilla and uSwitch businesses. As a consequence of a restructuring that was completed to achieve a more efficient tax structure, Scripps recognized a \$574.0 million capital gain that utilized substantially all of its capital loss carry-forwards. This income tax benefit was partially offset by \$23.1 million of state income tax expenses recognized on the capital gain that utilized these capital loss carry-forwards.
- (5) In December 2009, Scripps acquired a 65.0 percent controlling interest in Travel Channel. In connection with this acquisition, Scripps completed a private placement of \$885.0 million aggregate principal amount of 3.55% Senior Notes (the **2015 Notes** ) that matured and were repaid in 2015.
- (6) In 2011, Scripps completed the sale of \$500.0 million aggregate principal amount of 2.70% Senior Notes due 2016 (the **2016 Notes** ). The 2016 Notes matured and were repaid in 2016.
- (7) In November 2014, Scripps completed the sale of \$500.0 million aggregate principal amount of 2.75% Senior Notes due 2019 (the **2019 Notes** ) and \$500.0 million aggregate principal amount of 3.90% Senior Notes due 2024 (the **2024 Notes** ).
- (8) In May 2015, Scripps amended Scripps' revolving credit facility ( **Amended Revolving Credit Facility** ) to permit borrowings up to an aggregate principal amount of \$900.0 million, which may be increased to \$1,150 million at Scripps' option. In June 2015, Scripps completed the sale of \$600.0 million aggregate principal amount of 2.80% Senior Notes due 2020 (the **2020 Notes** ), \$400.0 million aggregate principal amount of 3.50% Senior Notes due 2022 (the **2022 Notes** ) and \$500.0 million aggregate principal amount of 3.95% Senior Notes due 2025 (the **2025 Notes** ). Also during June 2015, Scripps entered into a \$250.0 million senior unsecured loan ( **Term Loan** ) that matures in June 2017.

On September 15, 2015, TVN executed a partial pre-payment of the 2020 TVN Notes totaling \$45.1 million, comprised of principal of \$43.0 million, accrued interest of \$0.8 million and premium of \$1.3 million.

On November 16, 2015, TVN Finance Corporation III AB ( **TVN Finance Corp.** ), an indirect wholly-owned subsidiary of Scripps, executed a second partial pre-payment of the 2020 TVN Notes totaling \$45.6 million, comprised of principal of \$43.0 million, accrued interest of \$1.3 million and premium of \$1.3 million. At December 31, 2015, \$344.0 million was outstanding on the 2020 TVN Notes.

On November 16, 2015, TVN Finance Corp. executed a full early redemption of 7.88% Senior Notes due 2018 (the **2018 TVN Notes** ) totaling \$118.9 million, comprised of principal of \$116.6 million, accrued interest of a nominal amount and premium of \$2.3 million. An additional \$4.6 million was paid simultaneously in fulfillment of the November 15 coupon payment due.

On September 20, 2016, TVN Finance Corp. executed a third partial pre-payment of the 2020 TVN Notes totaling 45.1 million, comprised of principal of 43.0 million, accrued interest of 0.8 million and premium of 1.3 million.

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On December 15, 2016, TVN Finance Corp. executed a full early redemption for the balance of the 2020 TVN Notes outstanding totaling 323.2 million, comprised of principal of 301.0 million, accrued interest of 11.1 million and premium of 11.1 million.

- (9) In connection with the adoption of the FASB guidance on *Imputation of Interest*, Scripps reclassified \$10.2 million from other non-current assets to debt (less current portion) in 2014 and an immaterial amount from other non-current assets to current portion of debt in 2014.

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**Table of Contents****Summary Unaudited Pro Forma Condensed Combined Financial Information**

The following summary unaudited pro forma condensed combined financial information have been prepared using Discovery's and Scripps' historical financial information and present (i) the pro forma effects that are (a) directly attributable to the merger, (b) factually supportable, and (c) with respect to the statements of operations, expected to have a continuing impact on the combined results, and (ii) the pro forma effects reflecting certain assumptions and adjustments described in the notes to the Unaudited Pro Forma Condensed Combined Financial Information in Discovery's Current Report on Form 8-K filed on September 7, 2017, which is incorporated in this prospectus supplement by reference. The summary unaudited pro forma condensed combined financial statements give effect to the merger as if it had been completed as of June 30, 2017 for purposes of the unaudited pro forma consolidated balance sheet and as of January 1, 2016 for the purposes of the unaudited pro forma consolidated statements of operations.

The following summary unaudited pro forma condensed combined financial information have been prepared for illustrative purposes only and are not necessarily indicative of what the combined company's condensed consolidated financial position or results of operations actually would have been had the merger been completed as of the dates indicated. In addition, the unaudited pro forma condensed combined financial information do not purport to project the future financial position or operating results of the combined company. The unaudited pro forma condensed combined financial information do not include (i) all reclassifications or adjustments to conform Scripps financial statement presentation or accounting policies to those adopted by Discovery, (ii) potential additional fair value adjustments to equity method investments, cost method investments, content and property, plant and equipment, (iii) adjustments for certain tax assets and liabilities or (iv) the impact of pending or future investments by Discovery, including Discovery's announced joint venture with TEN: The Enthusiast Network. The following unaudited pro forma condensed combined financial information should be read in conjunction with the Unaudited Pro Forma Condensed Combined Financial Information and related notes in Discovery's Current Report on Form 8-K filed on September 7, 2017, which is incorporated in this prospectus supplement by reference.

	Six Months Ended June 30, 2017	Year Ended December 31, 2016
	(dollars in millions)	
<b>Unaudited Pro forma Condensed Combined Statement of Operations Information:</b>		
<b>Revenues:</b>		
Distribution	\$ 2,972	\$ 5,629
Advertising	1,970	3,864
Other	196	405
Total revenues	5,138	9,898
<b>Costs and expenses:</b>		
Costs of revenues, excluding depreciation and amortization	1,820	3,625
Selling, general and administrative	1,223	2,497
Depreciation and amortization	441	1,568
Restructuring and other charges	32	58
Loss (gain) on disposition	4	(63)

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Goodwill write-down		58
Total costs and expenses	3,520	7,743
Operating income	1,618	2,155
Interest expense	(388)	(798)
(Loss) gain on extinguishment of debt	(54)	7
(Losses) income from equity investees, net	(54)	33
Other income, net	18	184
Income before income taxes	1,140	1,581
Provision for income taxes	(231)	(377)
Net income	909	1,204
Net income attributable to noncontrolling interests	(90)	(115)
Net income attributable to redeemable noncontrolling interests	(12)	(23)
Net income available to Registrant	\$ 807	\$ 1,066

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	<b>As of June 30, 2017</b> <b>(in millions)</b>
<b>Selected Unaudited Pro Forma Condensed Combined</b>	
<b>Balance Sheet Information:</b>	
Cash and cash equivalents	\$ 584
Current assets	4,178
Working capital(1)	2,326
Total assets	36,224
Current liabilities	1,852
Noncurrent portion of debt	19,955
Total equity	11,013

(1) Working capital is calculated as current assets less current liabilities.

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**Table of Contents****RISK FACTORS**

*An investment in the senior notes involves risks. You should carefully consider the following risks, as well as the other information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. In particular, you should carefully consider the risks and uncertainties included in Item 1A, Risk Factors, of the 2016 Discovery Annual Report and the 2016 Scripps Annual Report, which are incorporated by reference in this prospectus supplement and under the caption Forward-Looking Statements. If any of those risks or the following risks actually occurs, DCL's and Discovery's businesses, and your investment in the senior notes, could be negatively affected. These risks and uncertainties are not the only ones they face. Additional risks and uncertainties not presently known to DCL or Discovery, or that they currently deem immaterial, may also materially and adversely affect their business operations, results of operations, financial condition or prospects. If any of these risks materialized, our ability to pay interest on the senior notes when due or to repay the senior notes at maturity could be adversely affected, and the trading prices of the senior notes could decline substantially.*

**Risks Related to the Merger**

***The merger is subject to certain conditions, including conditions that may not be satisfied or completed on a timely basis, if at all.***

The obligations of Discovery and Scripps to complete the merger are subject to satisfaction or waiver of a number of conditions. The obligations of Discovery and Scripps are each subject to, among other conditions: (i) the approval of the merger by Scripps shareholders, (ii) approval of the issuance of shares necessary to complete the merger by Discovery stockholders, (iii) any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the HSR Act) must have expired or been terminated and the antitrust or competition laws and media merger laws of certain other enumerated jurisdictions; (iv) any required approvals, consents or clearances have been obtained relating to the merger under Council Regulation (EC) No 139/2004 of the European Union Merger Regulation, Competition (Jersey) Law 2005, the media rules contained in the Austrian Cartel Act 2005 and the media rules contained in the Irish Competition Acts 2002 to 2014; (v) no domestic, foreign or transnational governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law or order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits the completion of the merger; (vi) the shares of Discovery Series C common stock to be issued in the merger must have been approved for listing on the NASDAQ upon official notice of issuance; (vii) the effectiveness of, and absence of an initiated or threatened stop order with respect to, the registration statement on Form S-4 to be filed by Discovery in respect of the shares of Discovery Series C common stock to be issued in the merger; (viii) accuracy of the representations and warranties made in the Merger Agreement by the other party, subject to certain materiality qualifications; (ix) the non-occurrence of any change, event, circumstance or development that has or would reasonably be likely to result in a material adverse effect with respect to the other party; and (x) the performance in all material respects by the other party of the material obligations required to be performed by it at or prior to completion of the merger. Further, there can be no assurance that the conditions to the completion of the merger will be satisfied or waived or that the merger will be completed.

The satisfaction of the required conditions could delay the completion of the merger for a significant period of time or prevent it from occurring. Any delay in completing the merger could cause Discovery not to realize some or all of the benefits that Discovery expects to achieve if the merger is successfully completed within its expected timeframe.

If the merger is not consummated on or prior to August 30, 2018, or if, prior to such date, the merger agreement is terminated, the senior notes will be required to be redeemed in whole and not in part at a special mandatory redemption price equal to 101% of the aggregate principal amount of such senior notes being redeemed, plus accrued

and unpaid interest, if any, to, but excluding, the special mandatory redemption date. If your senior notes are redeemed, you may not obtain your expected return on the senior notes and may not be able

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to reinvest the proceeds from a special mandatory redemption in an investment that results in a comparable return. Your decision to invest in the senior notes is made at the time of the offering of the senior notes. Changes in our business or financial condition, or certain of the terms of the merger agreement between the closing of this offering and the completion of the merger, will have no effect on your rights as a purchaser of the senior notes.

***In order to complete the merger, Discovery and Scripps must make certain governmental filings and obtain certain governmental approvals, and if such approvals are not granted or are granted with conditions, completion of the merger may be jeopardized or the anticipated benefits of the merger could be reduced.***

Completion of the merger is conditioned upon the expiration or early termination of the waiting periods relating to the merger under the HSR Act and the required governmental authorizations having been obtained and being in full force and effect, including approval under, or notification pursuant to, the EC Merger Regulation, as well as the relevant competition law in Jersey and antitrust laws of other jurisdictions as applicable. Further, as Discovery and Scripps both operate in the media and broadcasting sector, completion of the merger is also conditioned upon the receipt of all necessary consents from the Irish Competition and Consumer Protection Commission and the Austrian Federal Competition Authority.

Both Discovery and Scripps are subject to regulation by the Federal Communications Commission, which we refer to as the FCC, under the Communications Act of 1934, as amended. Each company holds a number of licenses and authorizations issued by the FCC for the operation of its business. We currently believe that Scripps will not need to transfer any of its FCC licenses to Discovery in order to continue to conduct its business operations after the closing of the merger. However, to the extent that we determine a transfer of any such licenses is necessary, the timing or outcome of the FCC regulatory process cannot be predicted and failure to obtain FCC regulatory approval (if necessary) could have an adverse effect on Discovery's business following completion of the merger.

Although Discovery and Scripps have agreed in the merger agreement to use their reasonable best efforts, subject to certain limitations, to make certain governmental filings and obtain the required governmental approvals or expiration or earlier termination of relevant waiting periods, as the case may be, there can be no assurance that the relevant waiting periods will expire or be terminated early or that the relevant approvals will be obtained. In addition, the governmental entities that provide these approvals have broad discretion in administering the governing regulations. As a condition to approving the merger or related transactions, these governmental entities may impose conditions, terms, obligations or restrictions or require divestitures or place restrictions on the conduct of Discovery's business after completion of the merger. Under the terms of the merger agreement, Discovery and its subsidiaries are required to take any and all actions necessary to obtain the consents, registrations, approvals, permits, waiting period expirations or authorizations of any governmental entity necessary or advisable in order to consummate the merger, except those actions which would result in, or would be reasonably likely to result in, a material adverse effect on Discovery, Scripps, and their respective subsidiaries, taken as a whole, after giving effect to the merger. There can be no assurance that regulators will not impose conditions, terms, obligations or restrictions and that such conditions, terms, obligations or restrictions will not have the effect of delaying the completion of the merger or imposing additional material costs on or materially limiting the revenues of the combined company following the merger, or otherwise adversely affecting, Discovery's businesses and results of operations after the completion of the merger. In addition, Discovery and Scripps can provide no assurance that these conditions, terms, obligations or restrictions will not result in the delay or abandonment of the merger.

Although Discovery and Scripps believe that the merger does not raise substantial regulatory concerns and that all remaining regulatory approvals will be obtained on a timely basis, Discovery and Scripps cannot be certain when, if or under what conditions these approvals will be obtained. Failure to obtain such approvals may result in the delay or abandonment of the merger.

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Even after the waiting periods under the HSR Act have expired and regulatory approvals that are a condition to the completion of the merger have been obtained, Discovery and Scripps can provide no assurances that the merger will not be challenged. Governmental authorities could seek to block or challenge the merger, including after the completion of the merger. In addition, private parties who may be adversely affected by the merger and individual states may bring legal actions under the antitrust laws in certain circumstances. Discovery and Scripps may not prevail and may incur significant costs in settling or defending any action under the antitrust laws. Although the parties believe the completion of the merger will not likely be prevented by antitrust laws, there can be no assurances that a challenge to the merger on antitrust grounds will not be made or, if a challenge is made, what the result will be.

***While the merger is pending, Discovery and Scripps will be subject to business uncertainties, as well as contractual restrictions under the merger agreement that may have an adverse effect on the businesses of Discovery and Scripps.***

Uncertainty about the effect of the merger on Discovery's and Scripps' employees and business relationships may have an adverse effect on Discovery and Scripps and, consequently, on Discovery following the completion of the merger. These uncertainties may impair each of Discovery's and Scripps' ability to retain and motivate key personnel until and after the completion of the merger and may cause third parties who deal with Discovery and Scripps to seek to change existing business relationships with Discovery and Scripps. If key employees depart or if third parties seek to change business relationships with Discovery and Scripps, Discovery's business following the completion of the merger may be adversely affected.

In addition, the merger agreement contains customary covenants which restrict Discovery and Scripps, without the other party's consent, from taking certain specified actions until the merger closes or the merger agreement terminates. These restrictions may prevent Discovery and Scripps from pursuing otherwise attractive business opportunities that may arise prior to the completion of the merger or termination of the merger agreement.

***Discovery's results of operations and financial condition following the completion of the merger may materially differ from the pro forma information presented in this prospectus supplement.***

The unaudited pro forma condensed combined financial information and financial statements included or incorporated by reference in this prospectus supplement are illustrative only and are derived from the historical consolidated financial statements of Discovery and Scripps, as well as from certain internal, unaudited financial information. The preparation of this pro forma information is based upon available information and certain assumptions and estimates that Discovery and Scripps believe are reasonable. However, this pro forma information may be materially different from what Discovery's actual results of operations and financial condition would have been had the merger occurred during the periods presented or what Discovery's results of operations and financial position will be after the completion of the merger. In particular, the assumptions used in preparing the pro forma financial information may not be correct, expected synergies, which are not reflected in the pro forma information, may not be realized, and other factors may affect Discovery's financial condition and results of operations following the completion of the merger.

***The integration of Discovery and Scripps following the completion of the merger will present challenges that may reduce the anticipated potential benefits of the merger.***

Discovery and Scripps will face challenges in consolidating functions and integrating the two companies organizations, procedures and operations in a timely and efficient manner, as well as retaining key personnel. The integration of Discovery and Scripps will be complex and time-consuming due to the locations of their corporate headquarters and the size and complexity of each company. The principal challenges will include the following,

among others:

integrating Discovery's and Scripps' existing businesses;

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preserving significant business relationships;

integrating information systems and internal controls over accounting and financial reporting;

consolidating corporate and administrative functions;

conforming standards, controls, procedures and policies, business cultures and compensation structures between Discovery and Scripps; and

retaining key employees.

The management of Discovery after the completion of the merger will have to dedicate substantial effort to integrating the businesses of Discovery and Scripps during the integration process. These efforts may divert management's focus and resources from Discovery's business, corporate initiatives or strategic opportunities. If Discovery after the completion of the merger is unable to integrate Discovery's and Scripps' organizations, procedures and operations in a timely and efficient manner, or at all, the anticipated benefits and cost savings of the merger may not be realized fully, or at all, or may take longer to realize than expected, and the value of Discovery's common stock may be affected adversely. An inability to realize the full extent of the anticipated benefits of the merger, as well as any delays encountered in the integration process, may also have an adverse effect upon the revenues, level of expenses and operating results of Discovery after the completion of the merger.

***Discovery and Scripps will incur significant transaction and merger-related integration costs in connection with the transaction.***

Discovery and Scripps expect to pay significant transaction costs in connection with the merger. These transaction costs include legal, accounting and financial advisory fees and expenses, expenses associated with the new indebtedness that will be incurred in connection with the merger, SEC filing fees, printing expenses, mailing expenses and other related charges. A portion of the transaction costs will be incurred regardless of whether the merger is completed.

In accordance with the merger agreement, Discovery and Scripps will each generally pay their own costs and expenses in connection with the merger, whether or not the merger is completed. Additionally, each of Discovery and Scripps have the right to terminate the merger agreement under certain circumstances, including in the event of a failure to obtain the required stockholder or shareholder vote, as applicable. If the merger agreement is terminated by either party as a result of the other party's failure to obtain approval of its stockholders or shareholders, as applicable, the terminating party shall receive from the other party reimbursement for expenses in an amount equal to \$25,000,000. If the merger agreement is terminated by Discovery as a result of the Scripps board changing its recommendation of the merger prior to Scripps' shareholder approval having been obtained or by Scripps if prior to Scripps' shareholder approval having been obtained, Scripps enters into a Scripps alternative acquisition agreement with respect to a Scripps superior proposal that did not result from a material breach of the merger agreement, then Scripps will be obligated to pay Discovery a termination fee equal to \$356,000,000. If the merger agreement is terminated by Scripps as a result of the Discovery board changing its recommendation of the stock issuance prior to Discovery's stockholder approval having been obtained, then Discovery will be obligated to pay Scripps the termination fee.

Discovery, after the completion of the merger, may also incur costs associated with integrating the operations of the two companies, and these costs may be significant and may have an adverse effect on Discovery's future operating results if the anticipated cost savings from the merger are not achieved. Although Discovery and Scripps expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of the two businesses, should allow Discovery to offset these incremental expenses over time, the net benefit may not be achieved in the near term, or at all.

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### ***Uncertainty regarding the merger could cause business partners, customers and other counterparties to delay or defer decisions concerning Discovery and Scripps that could adversely affect each company.***

The merger will occur only if stated conditions are met, many of which are outside the control of Discovery and Scripps. In addition, both parties have rights to terminate the merger agreement under specified circumstances. Accordingly, there may be uncertainty regarding the completion of the merger. This uncertainty may cause business partners, customers and other counterparties to delay or defer decisions concerning Discovery's and Scripps' businesses, which could negatively affect their respective businesses, results of operations and financial conditions. Business partners, customers and other counterparties may also seek to change existing agreements with Discovery or Scripps as a result of the merger. Any delay or deferral of those decisions or changes in agreements with Discovery or Scripps could adversely affect the respective businesses, results of operations and financial conditions of Discovery and Scripps, regardless of whether the merger is ultimately completed.

### ***The merger could trigger provisions contained in Scripps' agreements with third parties that could permit such parties to terminate those agreements or extend the terms of those agreements to Discovery's business.***

Scripps is a party to agreements that may permit a counterparty to terminate an agreement or receive payments because the merger would cause a default or violate an anti-assignment, change of control or similar clause in such agreement. If this happens, Scripps may have to seek a consent from the counterparty, seek to replace the agreement with a new agreement or make additional payments under such agreement. However, Scripps may be unable to obtain the consent from the counterparty or replace a terminated agreement on comparable terms or at all. In addition, Scripps is a party to agreements which purport that if Scripps enters into a merger or similar transaction, the counterparty to such agreement may choose to have both parties continue under the terms under which Scripps operates, the terms that the counterparty to the transaction operates or their respective existing terms. While we do not believe that such terms would be applicable to Discovery, these agreements are complex and other parties could reach a different conclusion that, if correct, could have a material adverse effect on our financial condition or results of operations. Depending on the importance of such agreements to Scripps' and/or Discovery's business, the failure to obtain consent from the counterparty or replace a terminated agreement on similar terms or at all, and the requirements to pay additional amounts, may materially increase the costs to Discovery of operating the combined business or prevent Discovery from operating Scripps' business.

### ***A lowering or withdrawal of the ratings assigned to the existing Scripps notes by rating agencies in connection with the change of control would require Discovery to offer to repurchase all outstanding existing Scripps notes.***

Any rating assigned to the existing Scripps notes could be lowered or withdrawn entirely by a rating agency if, in that rating agency's judgment, future circumstances relating to the basis of the rating, such as adverse changes, so warrant. If the ratings assigned to the existing Scripps notes are lowered to below investment grade or withdrawn by rating agencies in connection with the transaction, Discovery will be required to offer to repurchase all outstanding existing Scripps notes at 101% of their principal amount, plus accrued and unpaid interest to the repurchase date. The source of funds for any repurchase of the existing Scripps notes would be available cash or cash generated from our operations or other sources, including borrowings, sales of assets or sales of equity. Discovery may not be able to repurchase the existing Scripps notes under these circumstances because Discovery may not have sufficient financial resources to repurchase all of the debt securities that are tendered pursuant to an offer to repurchase. Discovery may require additional financing from third parties to fund any such repurchases, the commitment letter does not provide for financing to fund any such repurchase, and Discovery may be unable to obtain financing on satisfactory terms or at all.



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***Our actual operating results may differ significantly from the forward-looking statements included or incorporated by reference in this prospectus supplement and the accompanying prospectus or in our investor presentations relating to this offering.***

From time to time, including in any road show investor presentation in connection with this offering, we have made or may make forward-looking statements regarding our future performance, the future performance of the combined company or the impacts and effects of the merger on our or the combined company's operations, that represent our management's best estimates as of the date the forward-looking statements are made. These forward-looking statements are prepared by our management and are qualified by, and subject to, the assumptions and the other information contained or referred to in the filing, release or presentation in which they are made. Neither our independent registered public accounting firm nor any other independent expert or outside party compiles or examines these forward-looking statements and, accordingly, no such person expresses any opinion or any other form of assurance with respect thereto.

Any such forward-looking statements, including those contained in our road show investor presentation in connection with this offering, are based upon a number of assumptions and estimates that, while presented with numerical specificity, are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control and are based upon specific assumptions with respect to future business decisions, some of which will change. The principal reason that we release this data is to provide a basis for our management to discuss our and the combined company's business outlook with analysts and investors. We do not accept any responsibility for any projections or reports published by any such persons.

Any such forward-looking statements are necessarily speculative in nature, and it can be expected that some or all of the assumptions of the forward-looking statements made by us will not materialize or will vary significantly from actual results. Our ability to forecast our short term performance is limited. Accordingly, our forward-looking statements are only an estimate of what management believes is realizable as of the date the statements are made. Actual results will vary from our forward-looking statements and the variations may be material. Investors should also recognize that the reliability of any forecasted financial data diminishes the further in the future that the data is forecast. In light of the foregoing, investors are urged to put the forward-looking statements in context and not to place undue reliance on them.

Any failure by us or the combined company to successfully implement our operating strategy or the occurrence of any of the events or circumstances set forth in this prospectus supplement could result in the actual operating results being different than the forward-looking statements we have made about, among other things, our and the combined company's performance after giving effect to the merger or any impacts of the merger on our or the combined company's results of operations, and such differences may be adverse and material. In addition, we have disclosed, and may from time to time disclose or announce, potential synergies that may be obtained in the future as a result of the merger or other closed and pending acquisitions, including measures of revenue, cost, earnings per share and profitability that give effect to potential synergies. Our determination of potential synergies (and such measures of revenue, cost, earnings per share and profitability) is based upon various assumptions and estimates that are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are beyond our control, and are based upon specific assumptions with respect to future business decisions, some of which will change. We cannot guarantee that we will necessarily generate all of the anticipated synergies from the merger or any other acquisition we may enter into. All disclosures regarding synergies (and any related measures of revenue, cost, earnings per share and profitability) included or incorporated by reference in this prospectus supplement and the accompanying prospectus or made in any road show investor presentation in connection with this offering should be reviewed together with the Risk Factors included in and incorporated by reference in this prospectus supplement and the accompanying prospectus and the disclosures set forth herein under "Forward Looking Statements".

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***DCL is not obligated to place the net proceeds of the offering of the senior notes in escrow prior to the completion of the merger and, as a result, we may not be able to redeem the senior notes upon a special mandatory redemption.***

We are not obligated to place the net proceeds of the offering of the senior notes in escrow prior to the completion of the merger or to provide a security interest in those proceeds, and the indenture governing the senior notes imposes no other restrictions on our use of these proceeds during that time. Accordingly, the source of funds for any redemption of the senior notes upon a special mandatory redemption would be the proceeds that we have voluntarily retained or other sources of liquidity, including available cash, borrowings, sales of assets or sales of equity. We may not be able to satisfy our obligation to redeem these senior notes upon a special mandatory redemption because we may not have sufficient financial resources to pay the aggregate redemption price on the senior notes. Our failure to redeem these senior notes as required under the indenture would result in a default under the indenture, which could result in defaults under our and our subsidiaries' other debt agreements and have material adverse consequences for us and the holders of the senior notes. In addition, our ability to redeem the senior notes for cash may be limited by law or the terms of other agreements relating to our indebtedness outstanding at the time.

***The senior notes will be unsecured and, therefore, will be effectively subordinated to any secured debt of DCL. In addition, the senior notes will be guaranteed on an unsecured basis by Discovery, and therefore, the guarantee will be effectively subordinated to any secured debt of Discovery.***

The senior notes will not be secured by any of DCL's assets, and Discovery's guarantee of the senior notes will not be secured by any of Discovery's assets. As a result, the senior notes and the guarantee are effectively subordinated to any secured debt of DCL and Discovery, respectively, in each case to the extent of the value of the assets securing such debt. In any liquidation, dissolution, bankruptcy or other similar proceeding involving DCL, the holders of any secured debt of DCL may assert rights against DCL's assets securing such indebtedness in order to receive full payment of their debt before those assets may be used to pay the holders of the senior notes. Similarly, in any liquidation, dissolution, bankruptcy or other similar proceeding involving Discovery, the holders of any secured debt of Discovery may assert their rights against Discovery's assets securing such indebtedness in order to receive full payment of their debt before those assets may be used to make payments to the holders of the senior notes under the guarantee. The terms of the indenture limit DCL's ability to create, incur, assume or permit to exist any liens to secure any debt of DCL. However, these limitations are subject to numerous exceptions. See Description of Senior Notes Certain Covenants. In addition, the terms of the indenture do not limit Discovery's ability to create, incur, assume or permit to exist any of its or its subsidiaries' liens to secure any debt. As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the merger (including the incurrence of \$2 billion of indebtedness under the term loan facility), neither DCL nor Discovery had any secured debt outstanding. See Description of Senior Notes Ranking.

***Discovery will incur substantial additional indebtedness in connection with the merger.***

If the merger is completed, Discovery and DCL will incur substantial additional indebtedness to, among other things, fund the cash consideration of approximately \$8.3 billion to be paid to Scripps stockholders in the merger and to pay merger related costs, fees and expenses. The new indebtedness will take the form of (i) the senior notes, (ii) indebtedness incurred in the additional debt financing and (iii) indebtedness incurred under the term loan facility. In addition, currently outstanding existing Scripps notes in the aggregate principal amount of approximately \$2.5 billion are expected to remain outstanding after the completion of the merger and to remain indebtedness of Scripps, which we expect to be a wholly owned subsidiary of Discovery following completion of the merger. The total pro forma indebtedness of Discovery and its subsidiaries, including DCL and Scripps, after giving effect to the

transactions described above, is expected to be approximately \$20.1 billion. As such,

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Discovery and DCL will have a significant amount of indebtedness after the closing of the merger that may have important consequences, including:

making it more difficult for Discovery and DCL to satisfy their obligations, including its payment obligations under the senior notes, which may in turn result in an event of default;

impairing Discovery's ability to obtain additional financing in the future for working capital, capital expenditures, acquisitions, general corporate purposes or other purposes;

diminishing Discovery's ability to withstand a downturn in its business, the industries in which it operates, or the economy generally and to react to general economic and industry conditions;

limiting the flexibility in planning for, or reacting to, changes in Discovery's business and the industries in which it operates; and

placing Discovery at a competitive disadvantage compared to certain competitors that may have proportionately less debt.

Despite the current debt levels, and the debt levels anticipated following the merger, Discovery and DCL may be able to incur significantly more debt in the future, which could increase the foregoing risks related to Discovery's and DCL's indebtedness, including with respect to the senior notes, after the closing of the merger.

***DCL conducts a substantial amount of its operations, and Discovery conducts all of its operations, through subsidiaries. DCL and Discovery may be limited in their ability to access funds from their subsidiaries to service their debt, including the senior notes. In addition, the senior notes will not be guaranteed by the subsidiaries of DCL or, except in certain circumstances, the subsidiaries of Discovery.***

DCL conducts a substantial amount of its operations, and Discovery conducts all of its operations, through subsidiaries. Accordingly, they depend on their subsidiaries' earnings and advances or loans made by the subsidiaries to them (and potentially dividends or distributions by the subsidiaries to them) to provide funds necessary to meet their obligations, including the payments of principal, premium, if any, and interest on the senior notes. If DCL and Discovery are unable to access the cash flows of their respective subsidiaries, including, with respect to Discovery following completion of the merger, Scripps and its subsidiaries, they would be unable to meet their debt obligations.

The subsidiaries of DCL and Discovery are separate and distinct legal entities and, except to the extent that they guarantee the senior notes, have no obligation, contingent or otherwise, to pay any amounts due on the senior notes or to make funds available to DCL to do so. In addition, the ability of the subsidiaries of DCL and Discovery to pay dividends or otherwise transfer assets to them is subject to various restrictions under applicable law and limitations under contractual obligations. In the event of a bankruptcy, liquidation or reorganization of any of DCL's or Discovery's subsidiaries, holders of their indebtedness and their trade creditors will generally be entitled to payment of their claims from the assets of those subsidiaries before any assets are made available for distribution to DCL or Discovery. In addition, the indenture allows DCL and Discovery to create new subsidiaries and invest in their subsidiaries, none of whose assets you will have any claim against, except to the extent that they guarantee the senior

notes. The senior notes will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by all of Discovery's future domestic subsidiaries that guarantee our obligations under the revolving credit facility. There can be no assurance that any future domestic subsidiary, including Scripps following the completion of the merger, will guarantee the term loan facility and, as a result, be required to guarantee the senior notes. In the event that a future domestic subsidiary does guarantee the senior notes as a result of its guaranteeing the revolving credit facility, there also can be no assurance that such guarantee of the revolving credit facility and, as a result, such guarantee of the senior notes, will remain in place.

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***The senior notes will be effectively subordinated to the existing and future liabilities of DCL's subsidiaries, and the guarantee will be effectively subordinated to the existing and future liabilities of Discovery's subsidiaries.***

DCL's and Discovery's equity interests in their respective subsidiaries are subordinated to any debt and other liabilities and commitments of their respective subsidiaries to the extent of the value of the assets of such subsidiaries, whether or not secured. As a result, DCL and Discovery may not have direct access to the assets of their respective subsidiaries unless those assets are transferred by dividend or otherwise to them or such subsidiary guarantees the senior notes. DCL's right to receive assets of any of its subsidiaries upon their bankruptcy, liquidation or reorganization, and therefore the right of the holders of the senior notes to participate in those assets, will be effectively subordinated to the claims of creditors of DCL's subsidiaries. Similarly, Discovery's right to receive assets of any of its subsidiaries upon their bankruptcy, liquidation or reorganization will be effectively subordinated to the claims of creditors of Discovery's subsidiaries, including, following completion of the merger, the claims of the creditors of Scripps and its subsidiaries. As a result, Discovery's obligations under the guarantee may only be satisfied with the remaining assets of its subsidiaries after creditors' claims against such subsidiaries' assets have been satisfied. In addition, even if DCL or Discovery were creditors of any of their respective subsidiaries, their rights as creditors would be subordinated to any security interest in the assets of their respective subsidiaries, and any debt of their respective subsidiaries secured by those assets would be senior to that held by them. As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the merger (including the incurrence of \$2 billion of indebtedness under the term loan facility), Discovery's subsidiaries would have had approximately \$ billion aggregate principal amount of indebtedness outstanding, including the senior notes, borrowings under the term loan facility, indebtedness incurred in connection with the additional debt financing and the existing Scripps notes, and DCL's subsidiaries would have had approximately \$558 million of indebtedness outstanding, all of which would have been effectively senior to the senior notes. See Description of Senior Notes Ranking.

***Active trading markets for the senior notes may not develop.***

The senior notes are a new issue of securities with no established trading market. Although application will be made to have the senior notes admitted to the Official List of the Irish Stock Exchange and for them to be admitted to trading on its Global Exchange Market within a reasonable period after the issuance thereof, we cannot assure you that the senior notes will become or will remain listed or admitted to trading. We may not obtain or maintain such listing on the Official List of the Irish Stock Exchange and if we do not obtain or maintain such listing, we do not intend to list them on any other securities exchange. Failure of the senior notes to be admitted to listing on, or the delisting of the senior notes from, the Official List of the Irish Stock Exchange may have a material adverse effect on a holder's ability to sell the senior notes. DCL has been informed by the underwriters that they intend to make a market in the senior notes after the offering is completed. However, the underwriters are not obligated to do so and may discontinue their market-making activities at any time without notice. In addition, the liquidity of the trading markets in the senior notes, and the market prices quoted for the senior notes, may be adversely affected by changes in the overall market for fixed income securities and by changes in Discovery's financial performance or prospects or in the prospects for companies in its industry generally. In addition, such market-making activity will be subject to limits imposed by the Securities Act of 1933, as amended (the Securities Act), and the Exchange Act. As a result, there can be no assurance that an active trading market will develop for the senior notes. If no active trading markets for the senior notes develop, you may not be able to resell your senior notes at their fair market value or at all.

***Changes in our credit ratings or the debt markets could adversely affect the trading prices of the senior notes.***

The trading prices for the senior notes will depend on many factors, including:

our credit ratings with major credit rating agencies;

the prevailing interest rates being paid by other companies similar to us;

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our financial condition, financial performance and future prospects; and

the overall condition of the financial markets.

The condition of the financial markets and prevailing interest rates have fluctuated significantly in the past and are likely to fluctuate in the future. Such fluctuations could have an adverse effect on the trading prices of the senior notes.

In addition, credit rating agencies continually review their ratings for the companies that they follow, including us. A negative change in our rating could have an adverse effect on the trading prices of the senior notes.

***The senior notes will not restrict the ability of either DCL or Discovery to incur additional debt, repurchase its respective securities or to take other actions that could negatively impact DCL's or Discovery's ability to pay its obligations under the senior notes or the guarantee, respectively.***

Neither DCL nor Discovery will be restricted under the terms of the senior notes from incurring additional debt or repurchasing its respective securities. In addition, the limited covenants applicable to the senior notes do not require DCL or Discovery to achieve or maintain any minimum financial results relating to its respective financial position or results of operations. The ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the terms of the senior notes or the guarantee could have the effect of diminishing DCL and Discovery's ability to make payments on the senior notes or the guarantee, respectively, when due.

***We may not be able to repurchase all of the senior notes upon a change of control, which would result in a default under the senior notes.***

Upon the occurrence of a Change of Control Triggering Event (as defined herein), unless we have exercised our right to redeem the senior notes, each holder of senior notes will have the right to require us to repurchase all or any part of such holder's senior notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. If we experience a Change of Control Triggering Event, there can be no assurance that we would have sufficient financial resources available to satisfy our obligations to repurchase the senior notes. In addition, our ability to repurchase the senior notes for cash may be limited by law, or by the terms of other agreements relating to our indebtedness outstanding at that time. Our failure to repurchase the senior notes as required under the indenture governing the senior notes would result in a default under the indenture, which could have material adverse consequences for us and for holders of the senior notes. See Description of Senior Notes Change of Control Offer to Repurchase.

***An investment in the senior notes by a purchaser whose home currency is not sterling entails significant risks.***

All payments of interest on and the principal of the senior notes and any redemption price for the senior notes will be made in sterling. An investment in the senior notes by a purchaser whose home currency is not sterling or, in the event the senior notes are redenominated in U.S. dollars, U.S. dollars entails significant risks. These risks include the possibility of significant changes in rates of exchange between the holder's home currency and sterling or U.S. dollars, as the case may be, and the possibility of the imposition or subsequent modification of foreign exchange controls.

These risks generally depend on factors over which we have no control, such as economic, financial and political events and the supply of and demand for the relevant currencies. In the past, rates of exchange between sterling, U.S. dollars and certain currencies have been highly volatile, and each holder should be aware that volatility may occur in the future. Fluctuations in any particular exchange rate that have occurred in the past, however, are not necessarily

indicative of fluctuations in the rate that may occur during the term of the senior

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notes. Depreciation of sterling, or in the event the senior notes are redenominated in U.S. dollars, U.S. dollars against the holder's home currency would result in a decrease in the effective yield of the senior notes below its coupon rate and, in certain circumstances, could result in a loss to the holder.

***The senior notes permit us to make payments in U.S. dollars if we are unable to obtain sterling.***

If sterling is unavailable to us due to the imposition of exchange controls or other circumstances beyond our control, then all payments in respect of the senior notes will be made in U.S. dollars until sterling is again available to us or so used. The amount payable on any date in sterling will be converted into U.S. dollars on the basis of the then most recently available market exchange rate for sterling. Any payment in respect of the senior notes so made in U.S. dollars will not constitute an event of default under the senior notes or the indenture governing the senior notes.

***In a lawsuit for payment on the senior notes, an investor may bear currency exchange risk.***

The indenture is, and the senior notes will be, governed by the laws of the State of New York. Under New York law, a New York state court rendering a judgment on the senior notes would be required to render the judgment in sterling or, in the event the senior notes are redenominated in U.S. dollars, U.S. dollars. However, the judgment would be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment. Consequently, in a lawsuit for payment on the senior notes, investors would bear currency exchange risk until a New York state court judgment is entered, which could be a long time. A Federal court sitting in New York with diversity jurisdiction over a dispute arising in connection with the senior notes would apply the foregoing New York law.

In courts outside of New York, investors may not be able to obtain a judgment in a currency other than U.S. dollars. For example, a judgment for money in an action based on the senior notes in many other U.S. federal or state courts ordinarily would be enforced in the United States only in U.S. dollars. The date used to determine the rate of conversion of sterling U.S. dollars into U.S. dollars would depend upon various factors, including which court renders the judgment and when the judgment is rendered.

***Trading in the clearing systems is subject to minimum denomination requirements.***

The terms of the senior notes provide that senior notes will be issued with a minimum denomination of £100,000 and multiples of £1,000 in excess thereof. It is possible that the clearing systems may process trades which could result in amounts being held in denominations smaller than the minimum denominations. If definitive notes are required to be issued in relation to such senior notes in accordance with the provisions of the relevant global notes, a holder who does not have the minimum denomination or any integral multiple of £1,000 in excess thereof in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive notes unless and until such time as its holding satisfies the minimum denomination requirement.

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**CURRENCY CONVERSION**

As of September , 2017, the sterling/U.S. \$ exchange rate was £1.00 = U.S. \$ , as announced by the U.S. Federal Reserve Board.

Investors will be subject to foreign exchange risks as to payments of principal and interest that may have important economic and tax consequences to them. See Risk Factors.

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**BOARD OF DIRECTORS OF DISCOVERY**

**Directors of Discovery Communications, Inc.**

The following persons are the members of the board of directors of Discovery as of the date of this prospectus supplement. The table sets forth their principal occupations. The business address for each director is One Discovery Place, Silver Spring, Maryland 20910, United States of America.

<b>Director</b>	<b>Principal Occupation</b>
S. Decker Anstrom	Former President, Landmark Communications
Robert R. Beck	Independent Financial Consultant
Robert R. Bennett	Managing Director, Hilltop Investments
Paul A. Gould	Managing Director and Executive Vice President, Allen & Company, LLC
Dr. John C. Malone	Chairman, Liberty Media Corporation, Liberty Expedia Holdings, Liberty Interactive Corporation, Liberty Global, plc and Liberty Broadband Corp.
Robert J. Miron	Chairman, Discovery Communications, Inc.
Steven A. Miron	CEO, Advance/Newhouse Communications
Susan M. Swain	Co-CEO and President, C-SPAN
J. David Wargo	President, Wargo & Company, Inc
David M. Zaslav	President and CEO, Discovery Communications, Inc.

There are no potential conflicts of interest between any duties of directors of the Guarantor, and their private interests or duties.

**Sole member of Discovery Communications, LLC**

DCL is a limited liability company and does not, and is not required to, have a board of directors. It is a member managed limited liability company and has a sole member, DCH, which is a direct, wholly owned subsidiary of Discovery. Discovery is the sole member of DCH.

**Table of Contents****RATIO OF EARNINGS TO FIXED CHARGES**

The following table sets forth Discovery's consolidated ratio of earnings to fixed charges for the periods indicated.

	<b>For the six months ended June 30, 2017</b>	<b>For the year ended December 31,</b>				
		<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>
Ratio of earnings to fixed charges(1)(2)	5.2x	5.3x	5.2x	5.6x	6.1x	6.9x

- (1) For purposes of calculating the ratios above, earnings consist of net income from continuing operations plus provision for income taxes, (income)/loss of equity investees, distributions of income from equity investees and fixed charges. Fixed charges include interest expense and the interest portion of rent expense which is deemed to be representative of the interest factor.
- (2) On September 17, 2012, Discovery sold its postproduction audio business, whose results of operations have been reclassified to discontinued operations for all periods presented.

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**USE OF PROCEEDS**

DCL expects the net proceeds from this offering of senior notes to be approximately £ , after deducting the underwriting discount and its estimated expenses related to the offering. DCL intends to use the net proceeds of this offering, together with the net proceeds of the additional debt financing and the net proceeds of borrowings under the term loan facility, to fund the cash consideration payable in connection with the merger and to pay related fees and expenses.

We may temporarily invest funds that are not immediately needed for these purposes in short-term investments, including marketable securities.

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**Table of Contents****CAPITALIZATION**

The following table sets forth Discovery's capitalization, on a consolidated basis, as of June 30, 2017:

- (i) on an actual basis,
- (ii) on an as adjusted basis to give effect to the offering of the senior notes, after deducting the underwriting discount and its estimated expenses related to the offering, and before the application of the proceeds therefrom, and
- (iii) on an as further adjusted basis to give effect to the offering of the senior notes, after deducting the underwriting discount and its estimated expenses related to the offering, the additional debt financing, after deducting the underwriting discount and its estimated expenses related to the offering, the incurrence of indebtedness under the term loan facility and the completion of the merger (including the application of the proceeds from the foregoing financings).

In addition to the sections captioned "Use of Proceeds" and "Unaudited Pro Forma Condensed Combined Financial Statements" you should read the data set forth in the table below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" incorporated by reference into this prospectus supplement from the 2016 Discovery Annual Report and the 2016 Scripps Annual Report, Discovery's and Scripps' Quarterly Reports on Form 10-Q for the quarter ended June 30, 2017, which are incorporated by reference into this prospectus supplement.

(Amounts in millions, except par values; shares)	As of June 30, 2017		
	Actual	As adjusted	As further adjusted
Cash and cash equivalents	\$ 206	\$	\$
<b>Debt:</b>			
5.625% Senior Notes due August 2019	411	411	411
5.050% Senior Notes due June 2020	789	789	789
4.375% Senior Notes due June 2021	650	650	650
Term loan facility due 2022			1,000
2.375% Senior Notes due March 2022	342	342	342
3.300% Senior Notes due May 2022	500	500	500
3.250% Senior Notes due April 2023	350	350	350
Term loan facility due 2025			1,000
3.800% Senior Notes due March 2024	450	450	450
% Senior Notes due                      offered hereby(1)			
3.450% Senior Notes due March 2025	300	300	300
4.900% Senior Notes due March 2026	700	700	700
1.900% Senior Notes due March 2027	684	684	684

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6.350% Senior Notes due June 2040	850	850	850
4.950% Senior Notes due May 2042	500	500	500
4.875% Senior Notes due April 2043	850	850	850
Revolving credit facility	700	700	700
Commercial paper	73	73	73
Capital lease obligations	172	172	172
Additional debt financing(2)			6,300
Existing Scripps notes			2,480
Unamortized discount and debt issuance costs(3)	(58)	( )	( )
<b>Total debt, net</b>	<b>8,263</b>		

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(Amounts in millions, except par values; shares)	Actual	As of June 30, 2017	
		As adjusted	As further adjusted
Redeemable noncontrolling interests	237		
<b>Equity:</b>			
Series A convertible preferred stock, \$0.01 par value; 75 shares authorized; 71 shares issued	1	1	1
Series C convertible preferred stock, \$0.01 par value; 75 shares authorized; 26 shares issued	1	1	1
Series A common stock, \$0.01 par value; 1,700 shares authorized; 157 shares issued	1	1	1
Series B convertible common stock, \$0.01 par value; 100 shares authorized; 7 shares issued			
Series C common stock, \$0.01 par value; 2,000 shares authorized; 383 shares issued	4	4	
Additional paid-in capital	7,177	7,177	7,177
Treasury stock, at cost	(6,737)	(6,737)	(6,737)
Retained earnings	5,696	5,696	5,696
Accumulated other comprehensive loss	(617)	(617)	(617)
Total Discovery Communications, Inc. stockholders equity	5,526	5,526	
Total equity	5,526	5,526	
Total capitalization	\$ 14,026	\$	\$

- (1) Reflects the U.S. dollar equivalent of the aggregate principal amount of the senior notes offered hereby from sterling using the exchange rate of £1.00=U.S.\$ \_\_\_\_\_ on September \_\_\_\_\_, 2017, as announced by the U.S. Federal Reserve Board.
- (2) On September 7, 2017, DCL announced the pricing of \$6.3 billion aggregate principal amount of senior debt securities in an underwritten public offering, of which \$5.4 billion is subject to the same special mandatory redemption provisions as the notes offered hereby and \$900 million is not subject to the same special mandatory redemption provisions and will remain outstanding even if the merger is not completed. DCL expects that the additional debt financing will close on or about September 21, 2017. See Summary The Merger Financing of the Merger Additional Debt Financing.
- (3) As adjusted unamortized discount reflects \$ \_\_\_\_\_ million of premiums, net of discounts and fees related to the sale of the senior notes offered hereby.



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**DESCRIPTION OF THE MERGER**

*The following description of the merger agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the merger agreement, which is included as Exhibit 2.1 on the Discovery Form 8-K filed on July 31, 2017, and is incorporated herein by reference.*

On July 30, 2017, Discovery and Scripps entered into a merger agreement under which, subject to the conditions set forth in the merger agreement, each Common Voting Share, par value \$0.01 per share, of Scripps (the Scripps common shares), and each Class A Common Share, par value \$0.01 per share, of Scripps (the Class A shares and, together with the Scripps common shares, the Scripps shares), issued and outstanding immediately prior to the completion of the merger (other than (i) Scripps shares owned by Discovery or Merger Sub and (ii) Scripps shares owned by shareholders who have perfected and not withdrawn a demand for appraisal rights pursuant to the Ohio Revised Code) will be converted into the right to receive \$63.00 in cash and a number of shares of Discovery Series C common stock, par value \$0.01 per share (the Discovery Series C common stock), based on the exchange ratios described below, subject to the election right described below, which we refer to as the merger consideration.

The stock portion of the merger consideration will be subject to a collar based on the volume weighted average price of the Discovery Series C common stock measured cumulatively over the 15 trading days ending on the third trading day prior to the completion of the merger (the DISCK 15-day VWAP). Holders of Scripps shares will receive for each Scripps share 1.2096 shares of Discovery Series C common stock if the DISCK 15-day VWAP is less than \$22.32, and 0.9408 shares of Discovery Series C common stock if the DISCK 15-day VWAP is greater than \$28.70. If the DISCK 15-day VWAP is greater than or equal to \$22.32 but less than or equal to \$28.70, holders of Scripps shares will receive for each Scripps share a number of shares of Discovery Series C common stock between 1.2096 and 0.9408 equal to \$27.00 in value at the DISCK 15-day VWAP. If the DISCK 15-day VWAP is less than \$25.51, Discovery has the option to pay additional cash instead of issuing more shares. Accordingly, the actual number of shares and the value of Discovery Series C common stock delivered to Scripps shareholders after the completion of the merger will depend on the DISCK 15-day VWAP. The value of the Discovery Series C common stock delivered for each such Scripps share may be greater than, less than or equal to \$27.00.

Holders of Scripps shares will have the option to elect to receive their consideration in cash, stock or the mixture described above, subject to pro rata cut backs to the extent cash or stock is oversubscribed. No fractional shares of Discovery Series C common stock will be issued in the merger. Scripps shareholders will receive cash, without interest, in lieu of any fractional shares.

The completion of the merger is subject to various conditions. There can be no assurance as to whether or when all of the conditions will be satisfied or, where permissible, waived. Each party's obligation to complete the merger is subject to the satisfaction or, to the extent permitted by law, waiver of the following conditions: (1) the approval of the merger by Scripps shareholders, (2) approval of the issuance of shares necessary to complete the merger by Discovery stockholders, (3) any applicable waiting period under the HSR Act must have expired or been terminated and the antitrust or competition laws and media merger laws of certain other enumerated jurisdictions; (4) any required approvals, consents or clearances have been obtained relating to the merger under Council Regulation (EC) No 139/2004 of the European Union Merger Regulation, Competition (Jersey) Law 2005, the media rules contained in the Austrian Cartel Act 2005 and the media rules contained in the Irish Competition Acts 2002 to 2014; (5) no domestic, foreign or transnational governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any law or order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits the completion of the merger; (6) the shares of Discovery Series C common stock to be issued in the merger must have been approved for listing on the NASDAQ upon official notice of issuance; (7) the effectiveness of, and absence of an initiated or threatened stop order with respect to, the registration statement on

Form S-4 to be filed by Discovery in respect of the shares of Discovery Series C common stock to be issued in the merger; (8) accuracy of the representations and warranties made in the Merger Agreement by the other party, subject to certain materiality

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qualifications; (9) non-occurrence of any change, event, circumstance or development that has or would reasonably be likely to result in a material adverse effect with respect to the other party; and (10) performance in all material respects by the other party of the material obligations required to be performed by it at or prior to completion of the merger.

Although Discovery and Scripps have agreed in the merger agreement to use their reasonable best efforts, subject to certain limitations, to make certain governmental filings and obtain the required governmental approvals or expiration or earlier termination of relevant waiting periods, as the case may be, there can be no assurance that the relevant waiting periods will expire or be terminated early or that the relevant approvals will be obtained. In addition, the governmental entities that provide these approvals have broad discretion in administering the governing regulations. As a condition to approving the merger or related transactions, these governmental entities may impose conditions, terms, obligations or restrictions or require divestitures or place restrictions on the conduct of Discovery's business after completion of the merger. Under the terms of the merger agreement, Discovery and its subsidiaries are required to take any and all actions necessary to obtain the consents, registrations, approvals, permits, waiting period expirations or authorizations of any governmental entity required to consummate the merger, except those actions which would result in a material adverse effect on Discovery, Scripps, and their respective subsidiaries, taken as a whole, after giving effect to the merger. There can be no assurance that regulators will not impose conditions, terms, obligations or restrictions and that such conditions, terms, obligations or restrictions will not have the effect of delaying the completion of the merger or imposing additional material costs on or materially limiting the revenues of the combined company following the merger, or otherwise adversely affecting, Discovery's businesses and results of operations after the completion of the merger. In addition, Discovery and Scripps can provide no assurance that these conditions, terms, obligations or restrictions will not result in the delay or abandonment of the merger. In addition, Discovery and Scripps can provide no assurance that these conditions, terms, obligations or restrictions will not result in the delay or abandonment of the merger.

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**DESCRIPTION OF SENIOR NOTES**

The senior notes will be issued under the senior indenture, dated as of August 19, 2009, among DCL, the Guarantor and U.S. Bank National Association, as trustee, as supplemented by a supplemental indenture to be entered into concurrently with the delivery of the senior notes (the thirteenth supplemental indenture and, together with the senior indenture, the indenture ).

Because this is a summary, it does not contain all the information that may be important to you. The following description of specific terms of the senior notes is qualified in its entirety by reference to the provisions of the indenture, including the definitions of certain terms contained therein and those terms made part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the Trust Indenture Act ). Capitalized and other terms not otherwise defined in this prospectus supplement have the meanings given to them in the indenture. As used in this Description of Senior Notes, we, our, us, and DCL refer to Discovery Communications, LLC, and the Guarantor to Discovery Communications, Inc. Such terms do not, unless the context otherwise indicates, include the subsidiaries of such entities. The indenture is an exhibit to the registration statement of which the prospectus attached to this prospectus supplement is part. The terms of the senior notes include those stated in the indenture and those which are made a part of the indenture by the Trust Indenture Act. A copy of the indenture is available for inspection at the office of the trustee.

The senior notes will be issued in an initial aggregate principal amount of £ .

The senior notes will be issued only in registered form, without coupons, in minimum denominations of £100,000 and multiples of £1,000 in excess thereof. It is possible that the clearing systems may process trades which could result in amounts being held in denominations smaller than the minimum denominations. If definitive notes are required to be issued in relation to such notes in accordance with the provisions of the relevant global notes, a holder who does not have the minimum denomination or any integral multiple of £1,000 in excess thereof in its account with the relevant clearing system at the relevant time may not receive all of its entitlement in the form of definitive notes unless and until such time as its holding satisfies the minimum denomination requirement.

**General**

The specific terms of the senior notes are set forth below:

Title: % Senior Notes due .

Initial principal amount being issued: £ in aggregate principal amount of % Senior Notes due .

Stated maturity date: The senior notes will mature on , .

Interest rate: The senior notes will bear interest at the rate of % per annum.

Date interest starts accruing: Interest on the senior notes will start accruing on \_\_\_\_\_, 2017 .

Interest payment date: Interest on the senior notes will be paid annually on \_\_\_\_\_ of each year.

First interest payment date: The first interest payment on the senior notes will be made on \_\_\_\_\_, 2018.

Regular record date for interest: The regular record date for interest on the senior notes will be the preceding \_\_\_\_\_ of each year.

Computation of Interest: Interest on the senior notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid on the senior notes (or \_\_\_\_\_, 2017 if no interest has been paid on the senior notes), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Markets Association.

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**Form of senior notes:** The senior notes will be in the form of one or more global senior notes that we will deposit with or on behalf of a common depository for the accounts of Euroclear and Clearstream and will be registered in the name of the nominee of the common depository.

**No sinking fund:** The senior notes will not be subject to any sinking fund.

**Ranking:** The senior notes will be our unsecured and unsubordinated senior debt securities, ranking equally and ratably with any other unsecured and unsubordinated debt of ours. See **Ranking** below.

**Guarantee:** Payment of the principal of (and premium, if any, on) and interest on the senior notes, and all other amounts due under the thirteenth supplemental indenture, will be unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by each of the Guarantor's future wholly-owned Domestic Subsidiaries that are required to become Subsidiary Guarantors. See **Guarantee** below.

**London Paying Agent:** The London paying agent for the senior notes will initially be Elavon Financial Services DAC, UK Branch.

**London Office for Payment, Exchange and Transfer:** Each of DCL and the Guarantor designates as an agency where the senior notes may be presented for payment, exchange or registration of transfer, in each case as provided in the Indenture, the office of the London paying agent at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom.

Application will be made to list the senior notes and to have the senior notes admitted to trading on the Irish Stock Exchange. The listing application is subject to approval by the Irish Stock Exchange. If such a listing is obtained, we have no obligation to maintain such listing and we may delist the senior notes at any time, as described below under **Listing and general information**. Arthur Cox Listings Services Limited will be the listing agent for the senior notes in Ireland.

## **Payments in Sterling**

Initial holders will be required to pay for the senior notes in sterling, and all payments of interest and principal, including payments made upon any redemption of the senior notes, will be payable in sterling. If, on or after the date of this prospectus supplement, sterling is unavailable to DCL due to the imposition of exchange controls or other circumstances beyond DCL's control, then all payments in respect of the senior notes will be made in U.S. dollars until sterling is again available to DCL. In such circumstances, the amount payable on any date in sterling will be converted into U.S. dollars on the basis of the most recently available market exchange rate for sterling. Any payment in respect of the senior notes so made in U.S. dollars will not constitute an Event of Default under the senior notes or the indenture governing the senior notes. Neither the trustee nor the London paying agent shall have any responsibility for any calculation or conversion in connection with the forgoing.

Investors will be subject to foreign exchange risks as to payments of principal and interest that may have important economic and tax consequences to them. See **Risk factors** **Risks Related to the Notes**. The notes permit us to make payments in U.S. dollars if we are unable to obtain sterling.

**Ranking**

The senior notes will be DCL's unsecured senior obligations and will rank equally in right of payment with DCL's existing and future unsecured and unsubordinated indebtedness. The senior notes will be effectively subordinated to DCL's secured indebtedness (if any) to the extent of the value of the assets securing that debt and effectively subordinated to any indebtedness and other liabilities of DCL's subsidiaries to the extent such subsidiaries do not guarantee the senior notes. The senior notes will be senior in right of payment to all future subordinated indebtedness of DCL.

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As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the merger (including the incurrence of \$2 billion of indebtedness under the term loan facility):

DCL would have had approximately \$            billion in aggregate principal amount of indebtedness outstanding, including the senior notes and the indebtedness incurred in the additional debt financing, all of which would have ranked equally in right of payment;

DCL would have had no secured indebtedness outstanding; and

DCL's subsidiaries would have had approximately \$558 million in aggregate principal amount of indebtedness outstanding, all of which would have been effectively senior to the senior notes.

Following the completion of the merger, we currently expect the existing Scripps notes to remain outstanding and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL. As a result, we currently expect the Scripps notes to effectively rank equally in right of payment with all of DCL's existing and future unsubordinated indebtedness, including the senior notes.

## **Business Day**

A business day means any day, other than a Saturday or Sunday, (1) which is not a day on which banking institutions in The City of New York or London are authorized or required by law or executive order to close and (2) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the TARGET2 system), or any successor thereto, operates. If any interest payment date, maturity date or redemption date is not a business day, then the related payment for such interest payment date, maturity date or redemption date shall be paid on the next succeeding business day with the same force and effect as if made on such interest payment date, maturity date or redemption date, as the case may be, and no further interest shall accrue as a result of such delay.

## **Guarantee**

### ***Guarantee by the Guarantor***

All payments on the senior notes, including principal and interest (and premium, if any), will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor.

The guarantee by the Guarantor of the senior notes will rank equally in right of payment with all other existing and future unsecured and unsubordinated indebtedness of the Guarantor. The guarantee will be effectively subordinated to the Guarantor's secured indebtedness (if any) to the extent of the value of the assets securing that debt and effectively subordinated to any indebtedness and other liabilities of the Guarantor's subsidiaries to the extent such subsidiaries do not guarantee the senior notes.

As of June 30, 2017, on a pro forma basis after giving effect to the offering of the senior notes, the additional debt financing and the merger (including the incurrence of \$2 billion of indebtedness under the term loan facility):



the Guarantor's outstanding indebtedness would have consisted of its guarantees of \$2 billion in aggregate principal amount of DCL's obligations under the term loan facility, \$ billion aggregate principal amount of DCL's senior debt securities, including the senior notes and the indebtedness incurred in the additional debt financing, \$73 million of DCL's outstanding commercial paper, \$700 million of borrowings under DCL's revolving credit facility, and \$172 million of capital leases; and

the Guarantor's subsidiaries, other than DCL and Scripps, would have had approximately \$558 million in aggregate principal amount of indebtedness outstanding, all of which would have been effectively senior to the Guarantor's guarantee of the senior notes.

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As of June 30, 2017, Scripps had approximately \$2.5 billion in aggregate principal amount of senior debt securities outstanding. We currently expect the existing Scripps notes to remain outstanding following the completion of the merger and to be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by the Guarantor and by DCL.

### ***Guarantee by Subsidiaries of the Guarantor***

The indenture will provide that the Guarantor will cause each wholly-owned Domestic Subsidiary that guarantees payment of any Debt of DCL or the Guarantor under DCL's Revolving Credit Facility, to execute and deliver to the trustee within 30 days a supplemental indenture or other instrument pursuant to which such wholly-owned Domestic Subsidiary will guarantee payment of the senior notes, whereupon such Domestic Subsidiary will become a Subsidiary Guarantor for all purposes under the applicable supplemental indenture. Subsidiary guarantees will be subject to release and discharge under certain circumstances prior to payment in full of the senior notes.

**Domestic Subsidiary** means any Guarantor Subsidiary that is organized under the laws of any political subdivision of the United States that is not a Foreign Subsidiary.

**Foreign Subsidiary** means any Guarantor Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia or that is a Foreign Subsidiary Holdco. For the avoidance of doubt, any Guarantor Subsidiary that is organized and existing under the laws of Puerto Rico or any other territory of the United States of America shall be a Foreign Subsidiary.

**Foreign Subsidiary Holdco** means any Guarantor Subsidiary designated as a Foreign Subsidiary Holdco by DCL, so long as such Subsidiary has no material assets other than securities, indebtedness or receivables of one or more Foreign Subsidiaries (or Guarantor Subsidiaries thereof), intellectual property relating solely to such Foreign Subsidiaries (or Guarantor Subsidiaries thereof) and/or other assets (including cash and cash equivalents) relating to an ownership interest in any such securities, indebtedness, intellectual property or Guarantor Subsidiaries.

**Guarantor Subsidiary** means a corporation or other business entity of which equity interests having a majority of the voting power under ordinary circumstances is owned, directly or indirectly, by the Guarantor or by one of more subsidiaries of the Guarantor, or by the Guarantor and one or more subsidiaries of the Guarantor.

**Revolving Credit Facility** means the Amended and Restated Credit Agreement, dated as of February 4, 2016 among DCL, the Guarantor, certain subsidiaries of DCL, the lenders from time to time parties thereto and Bank of America, N.A. as administrative agent, as amended by Amendment No. 1 to Amended and Restated Credit Agreement, dated as of August 11, 2017, as further amended, restated, supplemented, replaced, waived or otherwise modified from time to time.

**Subsidiary Guarantor** means any Guarantor Subsidiary that enters into a subsidiary guarantee, in each case, unless and until such Guarantor Subsidiary is released from such subsidiary guarantee in accordance with the terms of the indenture.

All payments on the senior notes, including principal and interest (and premium, if any), and all other amounts due under the thirteenth supplemental indenture, will be fully and unconditionally guaranteed on an unsecured and unsubordinated basis by each Subsidiary Guarantor.

The guarantee by each Subsidiary Guarantor of the senior notes will rank equally in right of payment with all other existing and future unsecured and unsubordinated indebtedness of such Subsidiary Guarantor. The guarantee will be

effectively subordinated to the applicable Subsidiary Guarantor's secured indebtedness (if any) to the extent of the value of the assets securing that debt and effectively subordinated to any indebtedness and other liabilities of the Subsidiary Guarantor's subsidiaries to the extent such subsidiaries do not guarantee the senior notes.

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The indenture will provide that the obligations of each Subsidiary Guarantor are limited to the maximum amount, as will, after giving effect to all other contingent and fixed liabilities of such Subsidiary Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Subsidiary Guarantor in respect of the obligations of such other Subsidiary Guarantor under its subsidiary guarantee or pursuant to its contribution obligations under the indenture, result in the obligations of such Subsidiary Guarantor under the subsidiary guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law, or being void or unenforceable under any law relating to insolvency of debtors.

Each such subsidiary guarantee will be a continuing guarantee and shall (i) remain in full force and effect until payment in full of the principal amount of all outstanding senior notes (whether by payment at maturity, purchase, redemption, defeasance, retirement or other acquisition) and all other subsidiary guaranteed obligations of the relevant Subsidiary Guarantor then due and owing unless earlier terminated as described below, (ii) be binding upon such Subsidiary Guarantor and (iii) inure to the benefit of and be enforceable by the trustee, the holders and their permitted successors, transferees and assigns.

Notwithstanding the preceding paragraph, any Subsidiary Guarantor will automatically and unconditionally be released from all obligations under its subsidiary guarantee, and such subsidiary guarantee shall thereupon terminate and be discharged and of no further force or effect, (i) concurrently with any direct or indirect sale or disposition (by merger or otherwise) of any Subsidiary Guarantor or any interest therein, or any other transaction, in accordance with the terms of the indenture, (ii) at any time that such Subsidiary Guarantor is (or, substantially concurrently with the release of the subsidiary guarantee of such Subsidiary Guarantor or if as a result of the release of the subsidiary guarantee of such Subsidiary Guarantor, will be) released from all of its obligations under its guarantee of payment by DCL of any Debt of DCL or the Guarantor under our Revolving Credit Facility (it being understood that a release subject to contingent reinstatement is still a release, and that if any such guarantee is so reinstated, such subsidiary guarantee shall also be reinstated to the extent that such Subsidiary Guarantor would then be required to provide a subsidiary guarantee pursuant to this section), (iii) upon the merger or consolidation of any Subsidiary Guarantor with and into DCL or the Guarantor or another Subsidiary Guarantor that is the surviving person in such merger or consolidation, or upon the liquidation of such Subsidiary Guarantor following the transfer of all of its assets to DCL or the Guarantor or another Subsidiary Guarantor, (iv) concurrently with any Subsidiary Guarantor ceasing to constitute a Domestic Subsidiary of the Guarantor, (v) upon legal or covenant defeasance of DCL's obligations, or satisfaction and discharge of the senior notes, or (vi) subject to customary contingent reinstatement provisions, upon payment in full of the aggregate principal amount of all senior notes then outstanding and all other subsidiary guaranteed obligations then due and owing. Upon any such occurrence specified in this paragraph, the trustee shall execute any documents reasonably requested by DCL in order to evidence such release, discharge and termination in respect of such subsidiary guarantee.

## **Further Issues**

We may from time to time, without notice to, or the consent of, the registered holders of the senior notes, create and issue additional senior notes of the same series offered hereby ranking equally and ratably with the senior notes offered hereby in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such additional senior notes or except for the first payment of interest following the issue date of such additional senior notes), so that such additional senior notes will be consolidated and form a single series with the senior notes offered hereby and will have the same terms as to status, redemption or otherwise as the senior notes, provided that if such additional senior notes are not fungible with the original senior notes for U.S. federal income tax purposes, such additional senior notes will have a separate CUSIP number.

## **Special Mandatory Redemption**

In the event that (a) the merger agreement is terminated on or at any time prior to August 30, 2018 or (b) the merger is not consummated on or at any time prior to August 30, 2018, we will redeem all of the senior notes

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(the Special Mandatory Redemption ) at a price equal to 101% of the aggregate outstanding principal amount of the senior notes plus accrued and unpaid interest from the last date on which interest was paid or, if interest has not been paid, the date of original issuance of the notes to, but not including, the special mandatory redemption date. The special mandatory redemption date means the earlier to occur of (1) September 30, 2018, if the merger has not been consummated on or prior to August 30, 2018, or (2) the 30th day (or if such day is not a business day, the first business day thereafter) following the termination of the merger agreement for any reason. Notwithstanding the foregoing, installments of interest on the senior notes that are due and payable on interest payment dates falling on or prior to the special mandatory redemption date will be payable on such interest payment dates to the holders as of the close of business on the relevant record dates in accordance with the senior notes and the indenture.

We will cause the notice of special mandatory redemption to be delivered, with a copy to the trustee, within five business days after the occurrence of the event triggering the special mandatory redemption to each holder at its registered address. If funds sufficient to pay the special mandatory redemption price of the senior notes to be redeemed on the special mandatory redemption date are deposited with the trustee or a paying agent on or before such special mandatory redemption date, on and after such special mandatory redemption date, the senior notes will cease to bear interest and, other than the right to receive the special mandatory redemption price, all rights under such senior notes shall terminate.

Upon the occurrence of the closing of the merger, the foregoing provisions regarding the Special Mandatory Redemption will cease to apply.

**Optional Redemption**

Prior to the Par Call Date, the senior notes will be redeemable in whole or in part, at the option of DCL at any time and from time to time, at a redemption price equal to the greater of (i) 100% of the principal amount of the senior notes to be redeemed, and (ii) the sum of the present values of the Remaining Scheduled Payments of principal and interest on the senior notes to be redeemed (not including any portion of such payments of interest accrued as of the date of redemption) discounted to the date of redemption on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus \_\_\_\_\_ basis points, plus accrued interest on the principal amount being redeemed to the date of redemption.

Comparable Government Bond Rate means, with respect to any redemption date, the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the senior notes to be redeemed, if they were to be purchased at such price on the third business day prior to the date fixed for redemption, would be equal to the gross redemption yield on such business day of the Comparable Government Bond (as defined below) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such business day as determined by an independent investment bank selected by DCL.

Comparable Government Bond means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an independent investment bank selected by DCL, a United Kingdom government bond whose maturity is closest to the maturity of the senior notes to be redeemed, or if such independent investment bank in its discretion determines that such similar bond is not in issue, such other United Kingdom government bond as such independent investment bank may, with the advice of three brokers of, and/or market makers in, United Kingdom government bonds selected by DCL, determine to be appropriate for determining the Comparable Government Bond Rate.

Par Call Date means \_\_\_\_\_ .

Remaining Scheduled Payments means, with respect to each senior note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the

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related redemption date but for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such senior note, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced by the amount of interest accrued thereon to such redemption date.

On and after the Par Call Date, the senior notes will be redeemable at DCL's option, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of the senior notes to be redeemed, plus accrued interest on the principal amount being redeemed to the date of redemption.

Notice of any redemption will be mailed at least 15 days but not more than 60 days before the redemption date to each holder of senior notes to be redeemed. Unless DCL defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the senior notes or portions thereof called for redemption.

If less than all of the senior notes to be redeemed, the senior notes shall be selected by the trustee by such method the trustee deems to be fair and appropriate in accordance with applicable depositary procedures.

## **Payment of Additional Amounts**

DCL will, subject to the exceptions and limitations set forth below, pay as additional interest on senior notes such additional amounts as are necessary in order that the net payment by DCL of the principal of and interest on the senior notes to a holder who is not a United States person (as defined below), after withholding or deduction for any present or future tax, assessment or other governmental charge imposed by the United States or a taxing authority in the United States, will not be less than the amount provided in the senior notes to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

1. to any tax, assessment or other governmental charge that would not have been reported but for the holder (or the beneficial owner for whose benefit such holder holds such senior note), or a fiduciary, settlor, beneficiary, member or shareholder of the holder if the holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:
  - a. being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States;
  - b. having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of the senior notes, the receipt of any payment or the enforcement of any rights hereunder), including being or having been a citizen or resident of the United States;
  - c. being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;
  - d. being or having been a 10-percent shareholder of Discovery as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the Code) or any successor provision; or
  - e. being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
2. to any holder that is not the sole beneficial owner of the senior notes, or a portion of the senior notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the



holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company, would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

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3. to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the holder or beneficial owner of the senior notes, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;
4. to any tax, assessment or other governmental charge that is imposed otherwise than by withholding by us or a paying agent from the payment;
5. to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;
6. to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;
7. to any tax, assessment or other governmental charge required to be withheld by any paying agent from any payment of principal of or interest on any senior note, if such payment can be made without such withholding by at least one other paying agent;
8. to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the holder of any senior note, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
9. to any tax, assessment or other governmental charge that is imposed or withheld solely by reason of the beneficial owner being a bank (i) purchasing the senior notes in the ordinary course of its lending business or (ii) that is neither (A) buying the senior notes for investment purposes only nor (B) buying the senior notes for resale to a third-party that either is not a bank or holding the senior notes for investment purposes only;
10. to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Internal Revenue Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Internal Revenue Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Internal Revenue Code; or
11. in the case of any combination of items (1), (2), (3), (4), (5), (6), (7), (8), (9) and (10).

The senior notes are subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to the senior notes. Except as specifically provided under this heading **Payment of Additional Amounts**, we will not be required to make any payment for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

As used under this heading **Payment of Additional Amounts** and under the heading **Redemption for Tax Reasons**, the term **United States** means the United States of America, the states of the United States, and the District of Columbia, and the term **United States person** means any individual who is a citizen or resident of the United States for U.S. federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the

United States, any state of the United States or the District of Columbia, any estate the income of which is subject to United States federal income taxation regardless of its source, or any trust, if it (i) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust, or (ii) has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a United States person.

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**Redemption for Tax Reasons**

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the United States (or any taxing authority in the United States), or any change in, or amendments to, an official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or after the date of this prospectus supplement, DCL becomes or, based upon a written opinion of independent counsel selected by DCL, there is a substantial probability that DCL will become, obligated to pay additional amounts as described herein under the heading **Payment of Additional Amounts** with respect to the senior notes, then DCL may at any time at its option redeem, in whole, but not in part, the senior notes on not less than 15 nor more than 60 days prior notice, at a redemption price equal to 100% of their principal amount, together with accrued and unpaid interest on those senior notes to, but not including, the date fixed for redemption.

**Change of Control Offer to Repurchase**

If a Change of Control Triggering Event occurs, unless we have exercised our right to redeem the senior notes in full, as described under **Optional Redemption**, holders of the senior notes offered hereby will have the right to require us to repurchase all or a portion of such holder's senior notes pursuant to the offer described below (the **Change of Control Offer**), at a purchase price equal to 101% of the principal amount thereof plus accrued and unpaid interest, if any, to the date of repurchase, subject to the rights of holders of the senior notes on the relevant record date to receive interest due on the relevant interest payment date.

Within 30 days following the date upon which the Change of Control Triggering Event occurred, or at our option, prior to any Change of Control but after the public announcement of the pending Change of Control, we will be required to send, by first class mail, a notice to holders of senior notes not redeemed, with a copy to the trustee, which notice will govern the terms of the Change of Control Offer. Such notice will state, among other things, the repurchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the **Change of Control Payment Date**). The notice, if mailed prior to the date of consummation of the Change of Control, may state that the Change of Control Offer is conditioned on the Change of Control being consummated on or prior to the Change of Control Payment Date. Holders of senior notes not redeemed electing to have their senior notes repurchased pursuant to a Change of Control Offer will be required to surrender their senior notes, with the form entitled **Option of Holder to Elect Purchase** on the reverse of the senior note completed, to the paying agent at the address specified in the notice, or transfer their senior notes to the paying agent by book-entry transfer pursuant to the applicable procedures of the paying agent, prior to the close of business on the third business day prior to the Change of Control Payment Date.

We will not be required to make a Change of Control Offer if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for such an offer made by us and such third party purchases all senior notes tendered and not withdrawn under its offer.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of senior notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the senior notes, we will comply with those securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Offer provisions of the senior notes by virtue of any such conflict.

The definition of **Change of Control** includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of all or substantially all of the assets of the Guarantor and its subsidiaries, or DCL and its

subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise, established definition of the phrase under applicable law. Accordingly, the

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ability of a holder of the senior notes offered hereby to require us to repurchase such senior notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of the Guarantor and its subsidiaries, or DCL and its subsidiaries, taken as a whole, to another person (as that term is used in Section 13(d)(3) of the Exchange Act) may be uncertain.

For purposes of the Change of Control Offer discussion above, the following definitions are applicable:

**Below Investment Grade Rating Event** with respect to the senior notes means that the senior notes become rated below Investment Grade by each Rating Agency on any date from the date of the public notice by the Guarantor or DCL of an arrangement that results in a Change of Control until the end of the 60-day period following public notice by the Guarantor or DCL of the occurrence of a Change of Control (which period will be extended so long as the rating of the senior notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided, however, that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating will not be deemed to have occurred in respect of a particular Change of Control (and thus will not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event), if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Below Investment Grade Rating Event).

**Change of Control** means the occurrence of any one of the following:

- (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Guarantor and its subsidiaries, or DCL and its subsidiaries, taken as a whole, to any person (as that term is used in Section 13(d)(3) of the Exchange Act) other than to the Guarantor or one of its subsidiaries;
- (2) the consummation of any transaction (including without limitation, any merger or consolidation) the result of which is that any person (as that term is used in Section 13(d)(3) of the Exchange Act), other than any Significant Shareholder or any combination of Significant Shareholders, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Voting Stock of the Guarantor or DCL, measured by voting power rather than number of shares;
- (3) the consummation of a so-called going private/Rule 13e-3 Transaction that results in any of the effects described in paragraph (a)(3)(ii) of Rule 13e-3 under the Exchange Act (or any successor provision) with respect to each class of the Guarantor's common stock, following which any Significant Shareholder or any combination of Significant Shareholders beneficially own (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, more than 50% of the outstanding Voting Stock of the Guarantor, measured by voting power rather than number of shares;
- (4) the first day on which the majority of the members of the board of directors of the Guarantor cease to be Continuing Directors; or
- (5) the adoption of a plan relating to the liquidation, dissolution or winding up of the Guarantor.

**Change of Control Triggering Event** means the occurrence of both a Change of Control and a Below Investment Grade Rating Event. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have

occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

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**Continuing Director** means, as of any date of determination, any member of the board of directors (or equivalent body) of the Guarantor who:

(1) was a member of such board of directors on the date of the issuance of the senior notes; or

(2) was nominated for election, elected or appointed to such board of directors with the approval of a majority of the Continuing Directors who were members of such board of directors at the time of such nomination, election or appointment (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director).

**DCL** means Discovery Communications, LLC and any successor thereto permitted under the indenture.

**Fitch** means Fitch Ratings Ltd., and its successors.

**Guarantor** means Discovery Communications, Inc. and any successor thereto permitted under the indenture.

**Investment Grade** means a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P), a rating of Baa3 or better by Moody's (or its equivalent under any successor rating category of Moody's) and a rating of BBB- or better by Fitch (or its equivalent under any successor rating category of Fitch).

**Moody's** means Moody's Investors Service, Inc., and its successors.

**Rating Agency** means (1) each of S&P, Moody's and Fitch; and (2) if any of S&P, Moody's or Fitch ceases to rate the senior notes or fails to make a rating of the senior notes publicly available for reasons outside of DCL's control, a nationally recognized statistical rating organization as defined in Section 3(a)(62) of the Exchange Act, selected by us (as certified by a resolution of the board of directors of the Guarantor and reasonably acceptable to the trustee) as a replacement agency for S&P, Moody's or Fitch, or all of them, as the case may be.

**S&P** means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

**Significant Shareholder** means each of (a) Advance/Newhouse Programming Partnership, (b) the Guarantor or any of its subsidiaries and (c) any other person (as that term is used in Section 13(d)(3) of the Exchange Act) if 50% or more of the Voting Stock of such person is beneficially owned (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, by Advance/Newhouse Programming Partnership or the Guarantor or one of its subsidiaries or any combination thereof.

**Voting Stock** of any specified person as of any date means any and all shares or equity interests (however designated) of such person that are at the time entitled to vote generally in the election of the board of directors, managers or trustees of such person, as applicable.

## **Certain Covenants**

The indenture does not contain any provisions that would limit our ability to incur indebtedness or that would afford holders of senior notes protection in the event of a sudden and significant decline in the credit quality of the Guarantor or DCL or a takeover, recapitalization or highly leveraged or similar transaction involving the Guarantor or DCL.





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***Limitation on Liens***

DCL will not, and will not permit any subsidiary to, create, incur, assume or permit to exist any lien on any property or asset, to secure any debt of DCL, any subsidiary or any other person, or permit any subsidiary to do so, without securing the senior notes equally and ratably with such debt for so long as such debt will be so secured, subject to certain exceptions. The exceptions include:

liens existing on the date of the supplemental indenture related to the senior notes;

liens on assets or property of a person at the time it becomes a subsidiary securing only indebtedness of such person or liens existing on assets or property at the time of the acquisition of such assets, provided such indebtedness was not incurred or such liens were not created in connection with such person becoming a subsidiary or such assets being acquired;

liens on assets created at the time of or within 12 months after the acquisition, purchase, lease, improvement or development of such assets to secure all or a portion of the purchase price or lease for, or the costs of improvement or development of, such assets;

liens to secure any extension, renewal, refinancing or refunding (or successive extensions, renewals, refinancings or refundings), in whole or in part, of any indebtedness secured by liens referred to above or liens created in connection with any amendment, consent or waiver relating to such indebtedness, so long as such lien does not extend to any other property and the amount of debt secured is not increased (other than by the amount equal to any costs and expenses incurred in connection with any extension, renewal, refinancing or refunding);

liens on property incurred in permitted sale and leaseback transactions;

liens in favor of only the Guarantor, DCL or one or more subsidiaries granted by DCL or a subsidiary to secure any obligations owed to the Guarantor, DCL or a subsidiary of the Guarantor;

carriers, warehousemen, mechanics, materialmen, repairmen, laborers, landlords and similar liens arising in the ordinary course of business securing obligations that are not overdue for a period of more than 90 days or that are being contested in good faith by appropriate proceedings;

pledges or deposits in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation, other than any lien imposed by the Employment Retirement Income Security Act of 1974, as amended from time to time;

deposits to secure the performance of bids, trade contracts and leases, statutory obligations, surety bonds (other than bonds related to judgments or litigation), performance bonds and other obligations of a like nature incurred in the ordinary course of business;

liens arising out of a judgment, decree or order of court being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Guarantor, DCL or the books of their subsidiaries, as the case may be, in conformity with GAAP;

liens for taxes not yet due and payable, or being contested in good faith by appropriate proceedings, provided that adequate reserves with respect thereto are maintained on the books of the Guarantor, DCL or the books of their subsidiaries, as the case may be, in conformity with GAAP;

easements, rights of way, restrictions and similar liens affecting real property incurred in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the property subject thereto or materially interfere with the ordinary conduct of business of the Guarantor, DCL or of such subsidiary;

liens securing reimbursement obligations with respect to letters of credit related to trade payables and issued in the ordinary course of business, which liens encumber documents and other property relating to such letters of credit and the products and proceeds thereof;

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liens encumbering customary initial deposits and margin deposits and other liens in the ordinary course of business, in each case securing indebtedness under any interest swap obligations and currency agreements and forward contract, option, futures contracts, futures options or similar agreements or arrangements designed to protect the Guarantor or any of its subsidiaries from fluctuations in interest rates or currencies;

liens in the nature of voting, equity transfer, redemptive rights or similar terms under any such agreement or other term customarily found in such agreements, in each case, encumbering DCL's or such subsidiary's equity interests or other investments in such subsidiary or other person;

liens created in favor of a producer or supplier of television programming or films over distribution revenues and/or distribution rights which are allocable to such producer or supplier under related distribution arrangements; or

liens otherwise prohibited by this covenant, securing indebtedness which, together with the value of attributable debt incurred in sale and leaseback transactions described under *Limitation on Sale and Leasebacks* below, do not at any time exceed 10% of the Guarantor's total consolidated assets.

If, following the merger, Scripps and its subsidiaries are subsidiaries of the Guarantor but not subsidiaries of DCL, then Scripps and its subsidiaries shall be treated as if they were subsidiaries of DCL for all purposes under the indenture, including for purposes of the provisions described above in *Limitation on Liens* and the provisions described below in *Limitation on Sale and Leasebacks*. In addition, if any Subsidiary Guarantor is a subsidiary of the Guarantor but not a subsidiary of DCL, then, unless and until such Subsidiary Guarantor is released from such subsidiary guarantee of the senior notes, such Subsidiary Guarantor and its subsidiaries shall be treated as if they were subsidiaries of DCL for all purposes under the indenture, including for purposes of the provisions described above in *Limitation on Liens* and the provisions described below in *Limitation on Sale and Leasebacks*.

***Limitation on Sale and Leasebacks***

DCL will not, and will not permit any subsidiary to, enter into any arrangement with any person pursuant to which DCL or any subsidiary leases any property that has been or is to be sold or transferred by DCL or the subsidiary to such person (a sale and leaseback transaction), except that a sale and leaseback transaction is permitted if DCL or such subsidiary would be entitled to secure the property to be leased (without equally and ratably securing the outstanding senior notes) in an amount equal to the present value of the lease payments with respect to the term of the lease remaining on the date as of which the amount is being determined, without regard to any renewal or extension in the lease, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually (such amount is referred to as the attributable debt).

In addition, permitted sale and leaseback transactions not subject to the limitation above and the provisions described in *Limitation on Liens* above include:

temporary leases for a term, including renewals at the option of the lessee, of not more than three years;

leases between only DCL and a subsidiary of DCL or only between subsidiaries of DCL; and

leases of property executed by the time of, or within 12 months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of the property. Notwithstanding the foregoing, a sale and leaseback transaction regarding the real property in Silver Spring, Maryland and DCL's headquarters building located on such property will not be subject to the limitations described above and the provisions described in Limitation on Liens.

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### ***Consolidation, Merger and Sale of Assets***

Neither DCL nor the Guarantor may consolidate or merge with or into, or sell, lease, convey, transfer or otherwise dispose of its property and assets substantially as an entirety to another entity unless:

(1) DCL or the Guarantor is the surviving entity, as applicable, or (2) the successor entity, if other than DCL or the Guarantor is a U.S. corporation, partnership, limited liability company or trust and assumes by supplemental indenture all of DCL's or the Guarantor's obligations, as applicable, under the senior notes or the guarantee, respectively, and the indenture;

immediately after giving effect to the transaction, no Event of Default (as defined below), and no event that, after notice or lapse of time or both, would become an Event of Default, has occurred and is continuing; and

as a result of any consolidation, merger, sale or lease, conveyance or transfer described in this covenant, properties or assets of DCL or the Guarantor or any of its subsidiaries would become subject to any lien that would not be permitted by the lien restriction described above without equally and ratably securing the senior notes, DCL or the Guarantor or such successor entity, as the case may be, will take the steps as are necessary to secure effectively the senior notes equally and ratably with, or prior to, all indebtedness secured by those liens as described above.

In connection with any transaction that is covered by this covenant, we must deliver to the trustee an officers certificate and an opinion of counsel each stating that the transaction complies with the terms of the indenture.

In the case of any such consolidation, merger, sale, transfer or other conveyance, but not a lease, in a transaction in which there is a successor entity to DCL or the Guarantor, the successor entity will succeed to, and be substituted for, DCL or the Guarantor, respectively, under the indenture and DCL or the Guarantor, respectively, will be released from its obligations under the senior notes or the guarantee, as applicable, and the indenture.

### ***Future Subsidiary Guarantors***

The Guarantor will cause each wholly-owned Domestic Subsidiary that guarantees payment of any Debt of DCL or the Guarantor under DCL's Revolving Credit Facility, to execute and deliver to the trustee within 30 days a supplemental indenture or other instrument pursuant to which such wholly-owned Domestic Subsidiary will guarantee payment of the senior notes, whereupon such Domestic Subsidiary will become a Subsidiary Guarantor for all purposes under the applicable supplemental indenture. See Guarantee by Subsidiaries of the Guarantor above.

### **Events of Default**

Any one of the following is an Event of Default :

if DCL defaults in the payment of interest, and such default continues for 30 days;

if DCL defaults in the payment of the principal or any premium when due by declaration, when called for redemption or otherwise;

if either the Guarantor or DCL fails to perform or breaches any covenant or warranty in the senior notes or in the indenture and applicable to the senior notes or guarantee continuing for 90 days after notice to DCL by the trustee or by holders of at least 25% in principal amount of the outstanding senior notes;

if certain events of bankruptcy or insolvency occur with respect to DCL or the Guarantor (the bankruptcy or insolvency provision );

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the guarantee ceases to be in full force and effect (except as contemplated by the terms of the indenture) or is declared null and void in a judicial proceeding or the Guarantor or any Subsidiary Guarantor, as applicable, denies or disaffirms its obligations under the indenture or the applicable guarantee; and

default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by the Guarantor, DCL or any of their subsidiaries (or the payment of which is guaranteed by the Guarantor, DCL or any of their subsidiaries), whether such indebtedness or guarantee now exists, or is created after the date of this prospectus supplement, if that default:

is caused by a failure to pay principal on such indebtedness at its stated final maturity (after giving effect to any applicable grace periods provided in such indebtedness) (a **Payment Default** ); or

results in the acceleration of such indebtedness prior to its express maturity (an **Acceleration Event** ), and (i) in each case, the principal amount of any such indebtedness, together with the principal amount of any other such indebtedness under which there has been a **Payment Default** or an **Acceleration Event**, aggregates \$100 million or more and (ii) in the case of a **Payment Default**, such indebtedness is not discharged and, in the case of an **Acceleration Event**, such acceleration is not rescinded or annulled, within 10 days after written notice has been given by the trustee or the holders of at least 25% in principal amount of all of the outstanding senior notes.

If an **Event of Default** (other than the bankruptcy or insolvency provision) with respect to the senior notes occurs and is continuing, the trustee or the holders of at least 25% in principal amount of all of the outstanding senior notes may declare the principal of all the senior notes to be due and payable. When such declaration is made, such principal will be immediately due and payable. The holders of a majority in principal amount of the senior notes may rescind such declaration or acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing events of default have been cured or waived (other than nonpayment of principal or interest that has become due solely as a result of acceleration). If a bankruptcy or insolvency event occurs, the principal of and accrued and unpaid interest on the senior notes will immediately become due and payable without any declaration or other act on the part of the trustee or the holders of the senior notes.

Holders of the senior notes may not enforce the indenture or the senior notes, except as provided in the indenture. The trustee may require indemnity satisfactory to it before it enforces the indenture or the senior notes. Subject to certain limitations, the holders of more than 50% in principal amount of the outstanding senior notes may direct the time, method and place of conducting any proceeding for any remedy available to the trustee or exercising any trust or power of the trustee. The trustee may withhold from holders notice of any continuing default (except a default in the payment of principal or interest) if it determines that withholding notice is in their interests.

## **Amendment and Waiver**

In addition to the circumstances described under **Description of Debt Securities** **Certain Terms of the Senior Debt Securities** **Modification and Waiver** in the accompanying prospectus, without the consent of the holder of each senior note affected thereby, an amendment or modification of, or waiver of any provision contained in, the indenture may not:



reduce the amount payable upon the repurchase of any senior note or change the time at which any senior note may be repurchased as described under Change of Control Offer to Repurchase, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise; or

make any change to the guarantee in any manner adverse to the holders of senior notes.

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### **Defeasance and Covenant Defeasance**

The provisions described under Description of Debt Securities Certain Terms of the Senior Debt Securities Discharge and Defeasance in the accompanying prospectus are applicable to the senior notes. If we effect covenant defeasance with respect to the senior notes as described in the accompanying prospectus, then the covenants described above under Certain Covenants and Change of Control Offer to Repurchase will cease to be applicable to the senior notes.

### **Governing Law**

The indenture and the senior notes will be governed by, and construed in accordance with, the laws of the State of New York.

### **The Trustee**

The indenture provides that, except during the continuance of an Event of Default, the trustee will perform only such duties as are specifically set forth in such indenture. If an Event of Default has occurred and is continuing, the trustee will exercise such rights and powers vested in it under the indenture and use the same degree of care and skill in its exercise as a prudent person would exercise under the circumstances in the conduct of such person's own affairs.

The indenture and the provisions of the Trust Indenture Act, incorporated by reference therein, contain limitations on the rights of the trustee thereunder should it become a creditor of the Guarantor, DCL or any of their subsidiaries, to obtain payment of claims in certain cases or to realize on certain property received by it in respect of any such claims, as security or otherwise. The trustee is permitted to engage in other transactions, provided that if it acquires any conflicting interest (as defined in the Trust Indenture Act), it must eliminate such conflict or resign.

### **Book-Entry, Delivery and Form**

We have obtained the information in this section concerning Clearstream Banking, *société anonyme* ( Clearstream, Luxembourg ), and Euroclear Bank S.A./N.V., or its successor ( Euroclear ) and their book-entry systems and procedures from sources that we believe to be reliable. We take no responsibility for an accurate portrayal of this information. In addition, the description of the clearing systems in this section reflects our understanding of the rules and procedures of Clearstream, Luxembourg and Euroclear as they are currently in effect. Those clearing systems could change their rules and procedures at any time.

The senior notes will initially be represented by one or more fully registered global notes. Each such global note will be deposited with, or on behalf of, a common depositary, and registered in the name of the nominee of the common depositary for the accounts of Clearstream, Luxembourg and Euroclear. Except as set forth below, the global notes may be transferred, in whole and not in part, only to Euroclear or Clearstream, Luxembourg or their respective nominees. You may hold your interests in the global notes in Europe through Clearstream, Luxembourg or Euroclear, either as a participant in such systems or indirectly through organizations which are participants in such systems. Clearstream, Luxembourg and Euroclear will hold interests in the global notes on behalf of their respective participating organizations or customers through customers' securities accounts in Clearstream, Luxembourg's or Euroclear's names on the books of their respective depositaries. Book-entry interests in the senior notes and all transfers relating to the senior notes will be reflected in the book-entry records of Clearstream, Luxembourg and Euroclear. The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg and the address of Euroclear is 1 Boulevard Roi Albert II, B-1210 Brussels, Belgium.

The distribution of the senior notes will be cleared through Clearstream, Luxembourg and Euroclear. Any secondary market trading of book-entry interests in the senior notes will take place through Clearstream,

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Luxembourg and Euroclear participants and will settle in same-day funds. Owners of book-entry interests in the senior notes will receive payments relating to their senior notes in Sterling, except as described in this prospectus supplement under *Currency Conversion* .

Clearstream, Luxembourg and Euroclear have established electronic securities and payment transfer, processing, depository and custodial links among themselves and others, either directly or through custodians and depositories. These links allow the senior notes to be issued, held and transferred among the clearing systems without the physical transfer of certificates. Special procedures to facilitate clearance and settlement have been established among these clearing systems to trade securities across borders in the secondary market.

The policies of Clearstream, Luxembourg and Euroclear will govern payments, transfers, exchanges and other matters relating to the investor's interest in the senior notes held by them. We have no responsibility for any aspect of the records kept by Clearstream, Luxembourg or Euroclear or any of their direct or indirect participants. We also do not supervise these systems in any way.

Clearstream, Luxembourg and Euroclear and their participants perform these clearance and settlement functions under agreements they have made with one another or with their customers. You should be aware that they are not obligated to perform or continue to perform these procedures and may modify them or discontinue them at any time.

Except as provided below, owners of beneficial interests in the senior notes will not be entitled to have the senior notes registered in their names, will not receive or be entitled to receive physical delivery of the senior notes in definitive form and will not be considered the owners or holders of the senior notes under the indenture, including for purposes of receiving any reports delivered by us or the trustee pursuant to the indenture. Accordingly, each person owning a beneficial interest in a senior note must rely on the procedures of the depository and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, in order to exercise any rights of a holder of senior notes.

The description of the clearing systems in this section reflects our understanding of the rules and procedures of Clearstream, Luxembourg and Euroclear as they are currently in effect. These systems could change their rules and procedures at any time. We have obtained the information in this section concerning Clearstream, Luxembourg and Euroclear and their book-entry systems and procedures from sources that we believe to be reliable, but we take no responsibility for the accuracy of this information.

### ***Clearstream, Luxembourg***

Clearstream, Luxembourg advises that it is incorporated under the laws of Luxembourg as a professional depository. Clearstream, Luxembourg holds securities for its participating organizations ( *Clearstream Participants* ) and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream, Luxembourg provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg interfaces with domestic markets in several countries. As a professional depository, Clearstream, Luxembourg is subject to regulation by the Luxembourg Commission for the Supervision of the Financial Sector (Commission de Surveillance du Secteur Financier). Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations and may include the underwriters. Indirect access to Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly. Distributions with respect

to interests in the senior notes held beneficially through Clearstream, Luxembourg will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures.

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### ***Euroclear***

Euroclear advises that it was created in 1968 to hold securities for participants of Euroclear ( Euroclear Participants ) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Euroclear includes various other services, including securities lending and borrowing and interfaces with domestic markets in several countries. Euroclear is operated by Euroclear Bank S.A./N.V. (the Euroclear Operator ). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator. Euroclear Participants include banks (including central banks), securities brokers and dealers and other professional financial intermediaries and may include the underwriters. Indirect access to Euroclear is also available to other firms that clear through or maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, or the Euroclear Terms and Conditions, and applicable Belgian law govern securities clearance accounts and cash accounts with the Euroclear Operator. Specifically, these terms and conditions govern:

transfers of securities and cash within Euroclear;

withdrawal of securities and cash from Euroclear; and

receipt of payments with respect to securities in Euroclear.

All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the terms and conditions only on behalf of Euroclear Participants and has no record of or relationship with persons holding securities through Euroclear Participants.

Distributions with respect to interests in the senior notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Euroclear Terms and Conditions.

### ***Clearance and settlement procedures***

We understand that investors that hold their senior notes through Clearstream, Luxembourg or Euroclear accounts will follow the settlement procedures that are applicable to conventional eurobonds in registered form. Senior notes will be credited to the securities custody accounts of Clearstream, Luxembourg and Euroclear participants on the business day following the settlement date, for value on the settlement date. They will be credited either free of payment or against payment for value on the settlement date.

We understand that secondary market trading between Clearstream, Luxembourg and/or Euroclear participants will occur in the ordinary way following the applicable rules and operating procedures of Clearstream, Luxembourg and Euroclear. Secondary market trading will be settled using procedures applicable to conventional eurobonds in registered form.

You should be aware that investors will only be able to make and receive deliveries, payments and other communications involving the senior notes through Clearstream, Luxembourg and Euroclear on days when those

systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, there may be problems with completing transactions involving Clearstream, Luxembourg and Euroclear on the same business day as in the United States. U.S. investors who wish to transfer their interests in the senior notes, or to make or receive a payment or delivery of the senior notes, on a particular day, may find that the transactions will not be performed until the next business day in Luxembourg or Brussels, depending on whether Clearstream, Luxembourg or Euroclear is used.

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Clearstream, Luxembourg or Euroclear will credit payments to the cash accounts of Clearstream, Luxembourg customers or Euroclear participants, as applicable, in accordance with the relevant system's rules and procedures, to the extent received by its depositary. Clearstream, Luxembourg or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a holder under the indenture on behalf of a Clearstream, Luxembourg customer or Euroclear participant only in accordance with its relevant rules and procedures.

Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of senior notes among participants of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform those procedures, and they may discontinue those procedures at any time.

***Certificated notes***

If the depositary for any of the senior notes represented by a registered global note is at any time unwilling or unable to continue as depositary or ceases to be a clearing agency registered under the Exchange Act, and a successor depositary registered as a clearing agency under the Exchange Act is not appointed by us within 90 days, we will issue senior notes in definitive form in exchange for the registered global note that had been held by the depositary. Any senior notes issued in definitive form in exchange for a registered global note will be registered in the name or names that the depositary gives to the trustee or other relevant agent of the trustee. It is expected that the depositary's instructions will be based upon directions received by the depositary from participants with respect to ownership of beneficial interests in the registered global note that had been held by the depositary. In addition, we may at any time determine that the senior notes shall no longer be represented by a global note and will issue senior notes in definitive form in exchange for such global note pursuant to the procedure described above.



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**LISTING AND GENERAL INFORMATION**

1. The issuance of the senior notes and the issuance of the guarantee have been authorized by resolutions of the Issuer's Sole Member dated August 7, 2017 and by resolutions of the Guarantor's Board of Directors, dated July 29, 2017.

2. Discovery Communications, LLC, the Issuer, is an indirect, wholly-owned subsidiary of the Guarantor. The Issuer's predecessor was incorporated on April 12, 1991 as a corporation organized under the laws of the State of Delaware and was converted into a limited liability company organized under the laws of the State of Delaware on May 14, 2007. The I.R.S. Employer Identification Number of the Issuer is 32-0204298.

Discovery Communications, Inc., the Guarantor, is a publicly held corporation organized under the laws of the State of Delaware. The Guarantor was incorporated on April 28, 2008. The I.R.S. Employer Identification Number of the Guarantor is 35-2333914.

The Issuer's, DCH's and the Guarantor's principal executive offices are located at One Discovery Place, Silver Spring, Maryland 20910.

3. There has been no material adverse change in the prospects of the Guarantor since December 31, 2016, the date of its last published audited statements and there has been no significant change in the financial or trading position of the Guarantor since June 30, 2017, the end of the last financial period for which either the audited financial information or interim financial information has been published.

Except as disclosed or incorporated by reference in these Listing Particulars, (i) the Issuer has not, during the previous 12 months been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), which have had in the recent past, or may have, a significant effect on its financial position and profitability and (ii) the Guarantor has not, during the previous 12 months been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware), which have had in the recent past, or may have, a significant effect on its financial position and profitability.

For so long as the senior notes are admitted to the Official List and traded on the Global Exchange Market of the Irish Stock Exchange, copies of the following documents in physical format may be obtained during normal business hours, at the Issuer's and the Guarantor's principal offices, at the address listed on the inside back cover page of these Listing Particulars:

the Guarantor's latest published audited fiscal year-end financial statements for the fiscal years ended December 31, 2016 and December 31, 2015;

the Guarantor's Restated Certificate of Incorporation and bylaws;

the Issuer's Certificate of Conversion, Certificate of Formation, as amended, and Limited Liability Company Agreement; and

the indenture (including the relevant supplemental indenture thereto) governing the senior notes.

6. For so long as the senior notes are admitted to the Official List and traded on the Global Exchange Market of the Irish Stock Exchange, copies of these Listing Particulars will be available free of charge at the Issuer's and the Guarantor's principal offices, at the address listed on the inside back cover page of these Listing Particulars. In addition, copies, in physical format, of the annual reports on Form 10-K and quarterly reports on Form 10-Q that the Guarantor files with the SEC may be obtained free of charge at the Issuer's and the Guarantor's principal offices. Those documents may also be reviewed in electronic format at the website [www.discoverycommunications.com](http://www.discoverycommunications.com).

7. Any websites referred to herein do not form a part of these Listing Particulars.

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8. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer and the Guarantor in relation to the senior notes and is not itself seeking admission of the senior notes to the Official List of the Irish Stock Exchange or to trading on the Global Exchange Market of the Irish Stock Exchange.

9. The global securities representing the senior notes have been accepted for clearance through Clearstream, Luxembourg and Euroclear under Common Code \_\_\_\_\_ and the ISIN for the senior notes is \_\_\_\_\_ .

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**Table of Contents****DESCRIPTION OF OTHER INDEBTEDNESS**

*Set forth below is a summary of certain outstanding indebtedness and other financing arrangements of Discovery. The following summary is not a complete description of the terms of these debt obligations and financing arrangements and is qualified in its entirety by reference to the applicable governing agreements, which are included as exhibits to Discovery's filings with the SEC incorporated by reference in this prospectus supplement and the accompanying prospectus. See *Where You Can Find More Information*.*

***Senior debt***

All of our currently outstanding senior notes and debentures rank equally with our existing and future senior unsecured indebtedness, have semiannual interest payments, and have no sinking fund requirements. We may redeem some or all of our currently outstanding senior notes from time to time at the applicable redemption prices, plus accrued and unpaid interest.

For descriptions of our currently outstanding senior notes, see Note 11 to the Consolidated Financial Statements included in the 2016 Discovery Annual Report.

***Revolving credit agreement***

Discovery's revolving credit facility allows Discovery and certain designated foreign subsidiaries of Discovery to borrow up to \$2.5 billion, including a \$100 million sublimit for the issuance of standby letters of credit and a \$50 million sublimit for swingline loans. Borrowing capacity under this agreement is reduced by any outstanding borrowings under the commercial paper program discussed below. The revolving credit facility agreement provides for a maturity date of August 11, 2022 and the option for up to two additional 364-day renewal periods. As of June 30, 2017, Discovery had outstanding U.S. dollar-denominated borrowings under the revolving credit facility of \$700 million at a weighted average interest rate of 2.52%.

***Bridge facility commitment***

Discovery and DCL, entered into the commitment letter with Goldman Sachs, pursuant to which Goldman Sachs and various other lenders are committed to provide up to \$6.8 billion under a 364-day senior unsecured bridge facility, to finance the merger and pay fees and expenses in connection therewith. The initial committed amount of the bridge facility was \$9.6 billion, which amount was reduced to \$6.8 billion prior to the date hereof upon execution of the \$2.0 billion term loan facility referred to below and the amendment to DCL's revolving credit facility.

***Term Loan Facility***

On August 11, 2017, Discovery and DCL entered into a term loan facility with Goldman Sachs Bank USA, as administrative agent and the other lenders party thereto. The term loan facility provides for total term loan commitments of \$1.0 billion in a 3-year tranche and \$1.0 billion in a 5-year tranche, for an aggregate principal amount of \$2.0 billion. The obligations of DCL under the term loan facility are unsecured and are guaranteed by Discovery and, following the closing of the merger, are currently expected to be guaranteed by Scripps. The proceeds of the term loan facility will be used to finance the merger and pay fees and expenses in connection therewith.

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**Additional Debt Financing**

On September 7, 2017, DCL announced the pricing of \$500.0 million aggregate principal amount of 2.200% Senior Notes due 2019 (the 2019 fixed rate notes ), \$1.20 billion aggregate principal amount of 2.950% Senior Notes due 2023 (the 2023 notes ), \$1.70 billion aggregate principal amount of 3.950% Senior Notes due 2028 (the 2028 notes ), \$1.25 billion aggregate principal amount of 5.000% Senior Notes due 2037 (the 2037 notes ), \$1.25 billion aggregate principal amount of 5.200% Senior Notes due 2047 (the 2047 notes ) and \$400.0 million aggregate principal amount of Floating Rate Senior Notes due 2019 (the 2019 floating rate notes and, together with the 2019 fixed rate notes, the 2023 notes, the 2028 notes, the 2037 notes and the 2047 notes, the additional debt financing ) in an underwritten public offering. DCL expects that the additional debt financing will close on or about September 21, 2017. Of the total aggregate principal amount of the additional debt financing, \$5.4 billion is subject to the same special mandatory redemption provisions as the senior notes offered hereby and \$900 million is not subject to the same special mandatory redemption provisions and will remain outstanding even if the merger is not completed. See Summary The Merger Financing of the Merger Additional Debt Financing.

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**MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS**

The following is a discussion of material U.S. federal income tax considerations related to the purchase, ownership and disposition of the senior notes. This discussion is based upon provisions of the Internal Revenue Code of 1986, as amended (the Code), the U.S. Treasury Regulations promulgated thereunder (the U.S. Treasury Regulations), administrative rulings and judicial decisions, all as in effect as of the date of this prospectus supplement, any of which may subsequently be changed, possibly retroactively, or interpreted differently by the Internal Revenue Service (the IRS), so as to result in U.S. federal income tax consequences different from those discussed below. This discussion deals only with senior notes held as capital assets (generally for investment purposes) by a holder (as defined below) who purchases senior notes on original issuance at the first price at which a substantial amount of the senior notes are sold for cash to persons other than bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers, to which we refer as the issue price. This discussion does not address all aspects of U.S. federal income tax related to the purchase, ownership and disposition of the senior notes, including the alternative minimum tax or Medicare tax on net investment income, and does not address all tax consequences that may be relevant to holders in light of their personal circumstances or particular situations, such as:

dealers in securities or currencies, banks and other financial institutions, regulated investment companies, real estate investment trusts, tax-exempt entities, insurance companies and traders in securities that elect to use a mark-to-market method of accounting for their securities;

holders that hold senior notes as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle;

U.S. holders (as defined below) whose functional currency is not the U.S. dollar;

partnerships or other pass-through entities and their members; and

certain former citizens or residents of the United States.

If an entity or arrangement that is treated as a partnership for U.S. federal income tax purposes holds senior notes, the tax treatment of any owner will generally depend upon the status of the owner and the activities of such entity or arrangement. A beneficial owner of a senior note that is such an entity or arrangement and its owners should consult their own tax advisors.

This discussion of material U.S. federal income tax considerations is for general information only and is not tax advice for any particular investor. This discussion does not address U.S. federal estate or gift tax considerations or the tax considerations arising under the laws of any non-U.S., state or local jurisdiction. If you are considering the purchase of senior notes, you should consult your own tax advisors concerning the U.S. federal tax consequences to you in light of your own specific situation, as well as consequences arising under the laws of any other taxing jurisdiction.

In this discussion, the term U.S. holder means a beneficial owner of senior notes that is, for U.S. federal income tax purposes:

an individual citizen or resident of the United States;

a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia;

8.75	\$ 607,284			
Exercisable				
at				
December	5,202,530	\$ 0.83	7.88	\$ 286,953
31, 2013				

For the nine months ended December 31, 2013 and 2012, the following represents the Company's weighted average fair value of all options granted:

Period Ended:	Granted	Weighted Average Fair Value of Options
December 31, 2013	7,648,272	\$ 0.24
December 31, 2012	3,939,794	\$ 0.25

There were options to purchase 7,648,272 and 3,939,794 shares of common stock granted to employees and directors during the nine months ended December 31, 2013 and 2012, respectively. In connection with the options granted and the vesting of prior options issued during the three and nine months ended December 31, 2013 and 2012, the Company recorded total charges of \$178,466 and \$509,129 and \$239,512 and \$471,351, respectively which have been included in selling, general and administrative expenses in the accompanying unaudited condensed consolidated statements of operations. The Company issues new shares from its authorized shares upon exercise of warrants or options.

As of December 31, 2013, there was \$1.8 million of total unrecognized compensation cost related to non-vested stock options which is expected to be recognized over a remaining weighted average vesting period of 3.19 years.

**Note 8. Subsequent Events**

In January and February 2014, the Company issued additional 5% Bridge Notes in the original principal amount of \$310,000 to certain accredited investors, pursuant to the terms of the subscription agreements and letters of investment intent. This includes a note in the amount of \$50,000 issued to Jerrell Shelton, the Company's Chief Executive Officer, on January 10, 2014 and a note in the amount of \$100,000 issued on February 3, 2014 to GBR Investments LLC, of which Richard G. Rathmann, a member of the board of directors of the Company, is the manager.

On January 8, 2014, GBR Investments, LLC, of which Richard G. Rathmann, a member of the board of directors of the Company, is the manager, exercised warrants to purchase 200,000 shares of Common Stock at \$0.25 per share.

In February 2014, the Company entered into a services agreement with Liventa Bioscience, Inc. ("Liventa"), a commercial stage biotechnology company focused on cell-based, advanced biologics in the orthopedic industry. Under this agreement, Liventa will be using Cryoport Express® Solutions for the logistics of its cell-based therapies requiring cryogenic temperatures and also provide Cryoport Express® Solutions to the biologics suppliers within the orthopedic arena. The agreement combines Cryoport's proprietary, purpose-built cold chain logistics solutions for cell based and advanced biologic tissue forms with Liventa's distribution capability to orthopedic care providers.



## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

*In this Form 10-Q the terms "Cryoport", "Company" and similar terms refer to Cryoport, Inc., and its wholly owned subsidiary Cryoport Systems, Inc.*

### **SAFE HARBOR FOR FORWARD LOOKING STATEMENTS:**

*This Quarterly Report on Form 10-Q contains forward-looking statements that have been made pursuant to the provisions of the Private Securities Litigation Reform Act of 1995 and concern matters that involve risks and uncertainties that could cause actual results to differ materially from those projected in the forward-looking statements. In some cases, you can identify these statements by terminology such as "may," "will," "should," "could," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential," "continue" or similar words which are intended to identify forward-looking statements, although not all forward-looking statements contain these words. Although we believe that our opinions and expectations reflected in the forward-looking statements are reasonable as of the date of this Quarterly Report, we cannot guarantee future results, levels of activity, performance or achievements, and our actual results may differ substantially from the views and expectations set forth in this Quarterly Report. You should be aware that these statements are projections or estimates as to future events and are subject to a number of factors that may tend to influence the accuracy of the statements. These forward-looking statements should not be regarded as a representation by the Company or any other person that the events or plans of the Company will be achieved. You should not unduly rely on these forward-looking statements, which speak only as of the date of this Quarterly Report. We undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Quarterly Report or to reflect the occurrence of unanticipated events. You should, however, review the factors and risks we describe in the reports we file from time to time with the Securities and Exchange Commission ("SEC", including those contained in our Annual Report on Form 10-K for the fiscal year ended March 31, 2013, as filed with the SEC on June 25, 2013 and those reports filed) after the date of this Quarterly Report. Actual results may differ materially from any forward looking statement.*

*The following management discussion and analysis of the Company's financial condition and results of operations ("MD&A") should be read in conjunction with the condensed consolidated balance sheet as of December 31, 2013 (unaudited) and the consolidated balance sheet as of March 31, 2013 (audited) and the related unaudited condensed consolidated statements of operations for the three and nine months ended December 31, 2013 and 2012, and cash flows for the nine months ended December 31, 2013 and 2012 and the related notes thereto (see Item 1. Financial Statements) as well as the audited consolidated financial statements of the Company as of March 31, 2013 and 2012 and for the years then ended included in the Company's Annual Report on Form 10-K for the year ended March 31, 2013.*

### **General Overview**

We provide leading edge frozen shipping logistics solutions to the life sciences industry. Since 2011, through the completion of the combination of our purpose-built and patented packaging, purpose-built cold chain logistics platform software, information technologies and developed logistics knowhow known as "total turnkey management" we have provided logistics solutions for frozen shipping to the life sciences industry. Our solutions are disruptive to "older technologies" as they are more comprehensive and provide reliable, economic alternatives to existing products and services utilized for frozen shipping in the life sciences industry including stem cells, cell lines, vaccines, diagnostic materials, semen and embryos for in-vitro fertilization, cord blood, bio-pharmaceuticals, infectious substances and other items that require continuous exposure to frozen or cryogenic temperatures. In addition, our solutions can contribute significantly to the effectiveness, reliability and efficiency of clinical trials.

Cryoport Express® Solutions include “cloud-based” logistics management software branded as the Cryoport™. The Cryoport™ software platform supports the logistics management of an entire shipment process through a single interface which includes initial order input, document preparation, customs clearance documentation, courier management, shipment tracking, issue resolution, and delivery. Cryoport’s total turnkey logistics solutions offer reliability, cost effectiveness and convenience, while the use of recyclable and reusable components provides “green,” environmentally friendly solutions. The Cryoport™ software platform provides an array of unique information dashboards and validation documentation for every shipment.

Integral to our logistics solutions is our packaging and the Cryoport Liquid Nitrogen Dry Vapor Shippers (Cryoport Express® Shippers), which are cost-effective and reusable cryogenic transport containers (patented vacuum flasks) utilizing innovative liquid nitrogen (LN2) “dry vapor” technology. Cryoport Express® Shippers are non-hazardous, IATA (International Air Transport Association) certified, and validated to maintain stable temperatures below minus 150° Celsius for a 10-plus day dynamic shipment period. The Company currently features two Cryoport Express Shipper models, the Standard Dry Vapor Shipper (holding up to approximately 75-2.0 ml vials) and the High Volume Dry Vapor Shipper (holding up to approximately 500-2.0 ml vials).

The Cryoport Express® Solutions include recording and retaining a fully documented “chain-of-custody” and, at the client’s option, “chain-of-condition” for every shipment, helping ensure that quality, safety, efficacy, and stability of shipped commodities are maintained. This recorded and archived information allows our customers to meet the exacting requirements necessary for scientific work and for regulatory purposes. Cryoport Express® Solutions can be used by customers, as a “turnkey” solution, through direct access to the cloud-based Cryoport<sup>TM</sup>, or by contacting Cryoport Client Care for order entry tasks. Cryoport provides 24/7/365 logistics services through its Client Care team and also provides complete training and process management services to support each client’s specific requirements.

From 2011 through 2012, the Cryoport Express® Solution was the Company’s principal focus for development and commercialization. During the last months of 2012, the Company changed its approach to the market and became a solutions provider to the cold chain for the life sciences. Customer facing offerings were developed and our approach was enhanced to include a comprehensive solutions for frozen shipping in the life sciences. We expanded our solutions orientation to address the various broader market needs in the life science industries. Today, as a solutions provider, Cryoport tailors its frozen logistics solutions to life sciences client requirements by using its expertise in the application or its competencies in cold chain packaging, information technology and cold chain logistics. In addition to custom solutions, the Company’s primary customer facing solutions offerings are as follows:

#### **Cryoport Express® Solution**

The fully outsourced turnkey logistics solution described above.

#### **Customer-Staged Solution**

Cryoport ships an inventory of Cryoport Express® Shippers to the customer (uncharged and in bulk) enabling the customer to charge the shippers at its facility, process its orders through the Cryoport<sup>TM</sup> which permits Cryoport Client Care to oversee the logistics of each shipment and the return of the shippers to Cryoport for cleaning, testing and refurbishing. Cryoport Client Care provides the 24/7/365 logistics services utilizing its Cryoport<sup>TM</sup> logistics platform.

#### **Customer-Managed Solution**

Cryoport ships a fully charged Cryoport Express® Shipper(s) to the customer enabling the customer to utilize its internal expertise to manage all or a portion of the logistics services. As with the above solutions, the shippers are returned to Cryoport for cleaning, testing and refurbishing within a pre-determined time period.

#### **Customer Integrated Logistics**

The Cryoport logistics team provides a tailored and full range of logistics support solutions. In addition to tailoring a management solution, the robust, enterprise grade Cryoport<sup>TM</sup> is used to provide complete logistics services while enabling the customer to utilize its own packaging solutions or Cryoport Express® Shippers. Cryoport can provide onsite logistics personnel allowing the customer to fully outsource its cold chain logistics needs to Cryoport and focus on its core competencies.

### **Distribution Partnerships**

“Powered by Cryoport” is an important partnership arrangement with integrators, freight forwarders and other logistics providers, enabling partners to expand their solutions offering by adding the total Cryoport Express® Shipper solution to their customer offering.

One of our distribution partners is Federal Express Corporation (“FedEx”). We have an agreement with FedEx to provide frozen shipping logistics services through the combination of our purpose-built proprietary technologies and turnkey management processes. FedEx markets and sells Cryoport’s services for frozen temperature-controlled cold chain transportation as its FedEx® Deep Frozen Shipping Solution, on a non-exclusive basis and at its sole expense. During fiscal year 2013, the Company worked closely with FedEx to further align its sales efforts and accelerate penetration within FedEx’s life sciences customer base through improved processes, sales incentives, joint customer calls and more frequent communication at the sales and executive level. In addition, FedEx has developed a FedEx branded version of the Cryoport™ software platform, which is “powered by Cryoport”, for use by FedEx and its customers giving them access to the full capabilities of our logistics management platform.

In January 2013, we entered into a master agreement (“FedEx Agreement”) with FedEx renewing these services and providing FedEx with a non-exclusive license and right to use a customized version of our Cryoport™ for the management of shipments made by FedEx customers. The FedEx Agreement became effective on January 1, 2013 and, unless sooner terminated as provided in the FedEx Agreement, expires on December 31, 2015.

Pursuant to an agreement with DHL Express (USA), Inc. (“DHL”), DHL biotechnology and life science customers have direct access to our cloud-based order entry and tracking portal to order Cryoport Express® Dry Shippers and receive preferred DHL shipping rates. The agreement covers DHL shipping discounts that may be used to support our customers using the Cryoport Express® Solutions. In connection with the agreement, we have integrated our proprietary Cryoport™ to DHL’s tracking and billing systems to provide DHL biotechnology and life science customers with a seamless way (“powered by Cryoport”) of shipping their critical biological material worldwide.

In December 2012, we signed an agreement with Pfizer Inc. relating to Zoetis Inc. (formerly the animal health business unit of Pfizer Inc.) pursuant to which we were engaged to manage frozen shipments of a key poultry vaccine. Under this arrangement, the Company is providing on-site logistics personnel and its logistics management platform, the Cryoport™, to manage shipments from the Zoetis manufacturing site in the United States to domestic customers as well as various international distribution centers. As part of its logistics management services, the Company is analyzing shipping data and processes to further streamline Zoetis’ logistics, ensuring products arrive at their destinations in specified conditions, on-time and with the optimum use of resources. The Company manages Zoetis’ total fleet of dewar flask shippers used for this purpose, including liquid nitrogen shippers. In July 2013, the agreement was amended to expand Cryoport’s scope to manage all shipments of the key frozen poultry vaccine to all Zoetis’ international distribution centers as well as all domestic shipments of this vaccine. In October 2013 the agreement was further amended to further expand Cryoport’s services to include the logistics management for a second poultry vaccine.

Subsequent to quarter end, in February 2014, we entered into a services agreement with Liventa Bioscience, Inc. (“Liventa”), a commercial stage biotechnology company focused on cell-based, advanced biologics in the orthopedic industry. Under this agreement, Liventa will be using Cryoport Express® Solutions for the logistics of its cell-based therapies requiring cryogenic temperatures and also provide Cryoport Express® Solutions to the biologics suppliers within the orthopedic arena. The agreement combines Cryoport’s proprietary, purpose-built cold chain logistics solutions for cell based and advanced biologic tissue forms with Liventa’s distribution capability to orthopedic care providers.

We offer our solutions to companies in the biotechnology and life sciences industries and specific verticals including manufacturers of stem cells and cell lines, diagnostic laboratories, bio-pharmaceuticals, contract research organizations, in-vitro fertilization, cord blood, vaccines, tissue, animal husbandry, and other producers of commodities requiring reliable frozen solutions for logistics problems. These companies operate within heavily regulated environments and as such, changing vendors and distribution practices typically require a number of steps, which may include the audit of our facilities, review of our procedures, qualifying us as a vendor, and performing test shipments. This process can take up to nine months or longer to complete prior to a potential customer adopting one or more of the Cryoport Express® Solutions.

We have incurred losses since inception in 2003 and have an accumulated deficit of \$84.4 million through December 31, 2013.

## **Results of Operations**

*Three months ended December 31, 2013 compared to three months ended December 31, 2012:*

**Net revenues.** Net revenues were \$757,300 for the three months ended December 31, 2013, as compared to \$307,200 for the three months ended December 31, 2012. The \$450,200 or 147% increase was driven by increased solutions revenues from new and existing clients and the ramp up and expansion of logistics solutions and services provided to Zoetis which initially commenced in February of 2013 and an increase in both, the number of customers utilizing our services and frequency of shipments compared to the same period in the prior year.

**Gross margin (loss) and cost of revenues.** Gross margin for the three months ended December 31, 2013 was 22% of net revenues, or \$167,100 as compared to a gross loss of 20% of net revenues, or \$61,600, for the three months ended December 31, 2012. The increase in gross margin is primarily due to the increase in net revenue combined with a reduction in freight as a percentage of revenues and a decrease of fixed manufacturing costs. Cost of revenues for the three months ended December 31, 2013 was 78% of net revenues, or \$590,300, as compared to 120% of net revenues, or \$368,800, for the three months ended December 31, 2012. The cost of revenues exceeded net revenues in 2012 due to fixed manufacturing costs and plant underutilization.

**Selling, general and administrative expenses.** Selling, general and administrative expenses were \$1.3 million for the three months ended December 31, 2013, as compared to \$1.4 million for the three months ended December 31, 2012. The \$87,400 decrease is primarily due to decrease in board of director stock-based compensation related to Office of CEO in 2012, partially offset by an increase in compensation related to replacement of the Chief Executive Officer and increase in the sales and marketing department compared to the previous year.

**Research and development expenses.** Research and development expenses were \$118,500 for the three months ended December 31, 2013, as compared to \$94,400 for the three months ended December 31, 2012. Our research and development efforts are focused on continually improving the features of the Cryoport Express<sup>®</sup> solutions including the Company's cloud-based logistics management platform, the Cryoport<sup>™</sup> and the Cryoport Express<sup>®</sup> Shippers. The increase in research and development is primarily due to a higher level of development efforts related to the Cryoport<sup>™</sup> as customer requests for additional functionality have increased.

**Debt conversion expense.** Debt conversion expense for the three months ended December 31, 2013 of \$552,800 was related to the induced conversion of \$150,000 of aggregate principal and interest from the Bridge Notes into shares of common stock and warrants. Debt conversion expense represents the fair value of the securities transferred in excess of the fair value of the securities issuable upon the original conversion terms of the Bridge Notes. The Company calculated the fair value of the common stock issued by using the closing price of the stock on the date of issuance. The fair value of the warrants was calculated using Black-Scholes.

**Interest expense.** Interest expense was \$31,800 for the three months ended December 31, 2013, as compared to \$11,900 for the three months ended December 31, 2012. Interest expense for the three months ended December 31, 2013 included accrued interest on our related party notes payable of approximately \$8,900, amortization of the debt discount and deferred financing fees of approximately \$25,300 and interest expense on our Bridge Notes of approximately \$1,100. Interest expense for the three months ended December 31, 2012 represents accrued interest on our related party notes payable of \$10,000.

**Change in fair value of derivative liabilities.** The gain on the change in fair value of derivative liabilities was \$1,200 for the three months ended December 31, 2013, compared to a loss of \$6,100 for the three months ended December 31, 2012. The gain for the three months ended December 31, 2013 was the result of a decrease in the value of our warrant derivatives, due primarily to a decrease in our stock price.

***Nine months ended December 31, 2013 compared to nine months ended December 31, 2012:***

**Net revenues.** Net revenues were \$1.8 million for the nine months ended December 31, 2013, as compared to \$732,000 for the nine months ended December 31, 2012. The \$1.1 million or 149% increase is primarily driven by the ramp up and expansion of logistics services provided to Zoetis which initially commenced in February of 2013 and an increase in both, the number of customers utilizing our services and frequency of shipments compared to the same period in the prior year.

**Gross margin (loss) and cost of revenues.** Gross margin for the nine months ended December 31, 2013 was 16% of net revenues, or \$293,800 as compared to a gross loss of 46% of net revenues, or \$334,800, for the nine months ended

December 31, 2012. The increase in gross margin is primarily due to the increase in net revenue combined with a reduction in freight as a percentage of revenues and a decrease of fixed manufacturing costs. Cost of revenues for the nine months ended December 31, 2013 was 84% of net revenues, or \$1.5 million, as compared to 146% of net revenues, or \$1.1 million, for the nine months ended December 31, 2012. The cost of revenues exceeded net revenues in 2012 due to fixed manufacturing costs and plant underutilization.

***Selling, general and administrative expense.*** Selling, general and administrative expenses were \$3.8 million for the nine months ended December 31, 2013, as compared to \$4.0 million for the nine months ended December 31, 2012. The \$235,500 decrease is primarily related to a severance payment of approximately \$180,000 paid to the former chief executive officer in April 2012 and a decrease in board of director stock-based compensation. Partially offsetting these decreases is an increase in compensation related to replacement of the Chief Executive Officer and an increase in the sales and marketing department expenses compared to previous year.



**Research and development expenses.** Research and development expenses were \$329,600 for the nine months ended December 31, 2013, as compared to \$305,000 for the nine months ended December 31, 2012. Our research and development efforts are focused on continually improving the features of the Cryoport Express® solutions including the Company's cloud-based logistics management platform, the Cryoport<sup>TM</sup> and the Cryoport Express® Shippers.

**Debt conversion expense.** Debt conversion expense for the nine months ended December 31, 2013 of \$13.7 million was related to the induced conversion of \$4,127,200 of aggregate principal and interest from the Bridge Notes into shares of common stock and warrants. Debt conversion expense represents the fair value of the securities transferred in excess of the fair value of the securities issuable upon the original conversion terms of the Bridge Notes. The Company calculated the fair value of the common stock issued by using the closing price of the stock on the date of issuance. The fair value of the warrants was calculated using Black-Scholes.

**Interest expense.** Interest expense was \$626,800 for the nine months ended December 31, 2013, as compared to \$48,300 for the nine months ended December 31, 2012. Interest expense for the nine months ended December 31, 2013 included accrued interest on our related party notes payable of approximately \$27,900, amortization of the debt discount and deferred financing fees of approximately \$540,600 and interest expense on our Bridge Notes of approximately \$58,600. Interest expense for the nine months ended December 31, 2012 included accrued interest on our related party notes payable of approximately \$32,000, amortization of the debt discount of approximately \$9,000 and interest expense on our convertible debentures of approximately \$3,000.

**Change in fair value of derivative liabilities.** The gain on the change in fair value of derivative liabilities was \$20,800 for the nine months ended December 31, 2013, compared to a gain of \$27,700 for the nine months ended December 31, 2012. The gain for the nine months ended December 31, 2013 was the result of a decrease in the value of our warrant derivatives, due primarily to a decrease in our stock price.

## **Liquidity and Capital Resources**

As of December 31, 2013, the Company had cash and cash equivalents of \$220,000 and negative working capital of \$785,400. As of March 31, 2013, the Company had cash and cash equivalents of \$563,100 and negative working capital of \$1.5 million. Historically, we have financed our operations primarily through sales of our debt and equity securities. From March 2005 through December 31, 2013, we have received net proceeds of approximately \$37.4 million from sales of our common stock and the issuance of promissory notes, warrants and debt.

For the nine months ended December 31, 2013, we used \$3.2 million of cash for operations primarily as a result of the net loss of \$18.1 million offset by non-cash expenses of \$15.0 million primarily comprised of debt conversion expense, amortization of debt discount and deferred financing costs, fair value of stock options and warrants, depreciation and amortization and change in fair value of derivative instruments. Net operating losses decreased primarily as a result of increase in net revenues. Also contributing to the cash impact of our net operating loss (excluding non-cash items) was an increase in accounts receivable of \$418,600, which was partially offset by an increase in accounts payable and other accrued liabilities of \$388,800.

Net cash used in investing activities totaled \$139,500 during the nine months ended December 31, 2013 and was attributable to the purchase of property and equipment, primarily the increase in high-volume shippers to meet expected customer demand.

Net cash provided by financing activities totaled \$3.0 million during the nine months ended December 31, 2013, and resulted from proceeds from the issuance of convertible debt of \$3.2 million and proceeds from the exercise of stock options and warrants of \$180,000, partially offset by the payment of financing costs of \$358,500 and the repayment of related party notes of \$72,000.

As discussed in Note 2 of the accompanying condensed consolidated financial statements, there exists substantial doubt regarding the Company's ability to continue as a going concern. As discussed above, the Company received proceeds from issuance of convertible debt as bridge financing in the fourth quarter of fiscal 2013 and the first nine months of fiscal 2014. The funds raised are being used for working capital purposes and to continue our sales efforts to advance the Company's commercialization of the Cryoport Express® Solutions. As discussed in Note 8 of the accompanying condensed consolidated financial statements, the Company issued additional unsecured convertible promissory notes in principal amount of \$310,000 in the fourth quarter of fiscal 2014. However, the Company's management recognizes that the Company will need to obtain additional capital to fund its operations and until sustained profitable operations are achieved. Management is currently working on such funding alternatives in order to secure sufficient operating capital through the end of fiscal year 2014. In addition, management will continue to review its operations for further cost reductions to extend the time that the Company can operate with its current cash on hand and additional bridge financing and to utilize third parties for services such as its international recycling and refurbishment centers to provide for greater flexibility in aligning operational expenses with the changes in sales volumes.

Additional funding plans may include obtaining additional capital through equity and/or debt funding sources; however, no assurance can be given that additional capital, if needed, will be available when required or upon terms acceptable to the Company.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

Changes in United States interest rates would affect the interest earned on our cash and cash equivalents.

Based on our overall cash and cash equivalents interest rate exposure at as of December 31, 2013, a near-term change in interest rates, based on historical movements, would not have a material adverse effect on our financial position or results of operations.

The above only incorporates those exposures that existed as of December 31, 2013, and does not consider those exposures or positions which could arise after that date.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **Evaluation of Disclosure Controls and Procedures.**

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the timelines specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Principal Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by Securities and Exchange Commission Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our Principal Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the period covered by this report. Based on the foregoing, our Principal Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2013 at the reasonable assurance level.

#### **Changes in internal control over financial reporting.**

There were no changes in our internal controls over financial reporting during the fiscal quarter ended December 31, 2013 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **PART II OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

None

### **ITEM 1A. RISK FACTORS**

The risks described in *Part I, Item 1A, Risk Factors*, in our Annual Report on Form 10-K for the fiscal year ended March 31, 2013, could materially and adversely affect our business, financial condition and results of operations. These risk factors do not identify all of the risks that we face. Our business, financial condition and results of operations could also be affected by factors that are not presently known to us or that we currently consider to be immaterial. There have been no material changes to the “Risk Factors” section included in our 2013 Annual Report.

## **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES**

On October 2 and October 3, 2013, the Company entered into definitive agreements for the conversion of the Bridge Notes pursuant to the offer letter from the Company and Letters of Tender and Exchange submitted by the note holders (the “Exchange Documents”). Pursuant to the Exchange Documents, the note holders converted an aggregate of \$150,027 of outstanding principal and interest under the Bridge Notes into 750,137 units (the “Units”) at a price of \$0.20 per Unit, with each Unit consisting of (i) one share of common stock of the Company (“Common Stock”) and (ii) one warrant to purchase one share of Common Stock at an exercise price of \$0.37 per share. The warrants are exercisable beginning on March 31, 2014 and have a term of five years from date of issuance. As the transaction was considered an induced conversion under the applicable accounting guidance, the Company recognized \$552,750 in debt conversion expense representing the fair value of the securities transferred in excess of the fair value of the securities issuable upon the original conversion terms of the Bridge Notes.

Emergent Financial Group, Inc. served as the Company’s placement agent in connection with the original placement of the Bridge Notes and earned a commission of 9% of the original principal balance of such notes, or \$13,500 at the time of the original issuance of such notes and was issued warrants to purchase 75,014 shares of Common Stock at an exercise price of \$0.20 per share upon the conversion of such Bridge Notes.

In December 2013, the Company issued to certain accredited investors 5% Bridge Notes in the original principal amount of \$441,000, including a note in the amount of \$70,000 issued to Jerrell Shelton, the Company’s Chief Executive Officer. In connection therewith, the Company also granted such accredited investors warrants to purchase 220,500 shares of common stock at an exercise price of \$0.49 per share. The warrants are exercisable on May 31, 2014 and expire on December 31, 2018.

Emergent Financial Group, Inc. served as the Company’s placement agent in connection with the placement of the 5% Bridge Notes and earned a commission of 9% of the original principal balance of such notes, excluding the note issued to Jerrell Shelton, or \$33,390 at the time of the original issuance of such notes.

The issuance of the securities of the Company in the above transaction were deemed to be exempt from registration under the Securities Act of 1933 by virtue of Section 4(2) thereof or Regulation D promulgated there under, as a transaction by an issuer not involving a public offering. With respect to the transaction listed above, no general solicitation was made by either the Company or any person acting on the Company’s behalf; the securities sold are subject to transfer restrictions; and the certificates for the shares contain an appropriate legend stating that such securities have not been registered under the Securities Act of 1933 and may not be offered or sold absent registration or pursuant to an exemption there from

## **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None

## **ITEM 4. MINE SAFETY DISCLOSURES**

Not Applicable

## **ITEM 5. OTHER INFORMATION**

None



**ITEM 6. EXHIBITS**

**Exhibit  
Index**

4.23+	Form of Warrant issued With Convertible Promissory Notes (5% Bridge Notes)
10.33+	Form of Convertible Promissory Notes (5% Bridge Notes) issued with Warrants
31.1*	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.

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Filed herewith.  
Furnished herewith.

**SIGNATURES**

In accordance with the requirements of the Exchange Act, the Registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: February 13, 2014  
Cryoport, Inc.

By: */s/ Jerrell W. Shelton*  
Jerrell W. Shelton  
Chief Executive Officer

Dated: February 13, 2014

By: */s/ Robert S. Stefanovich*  
Robert S. Stefanovich  
Chief Financial Officer