

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC. 20549
Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2015

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 1-6383

MEDIA GENERAL, INC.

(Exact name of registrant as specified in its charter)

Commonwealth of Virginia
(State or other jurisdiction of
incorporation or organization)

46-5188184
(I.R.S. Employer
Identification No.)

333 E. Franklin St., Richmond, VA
(Address of principal executive offices)

23219
(Zip Code)

(804) 887-5000

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year,
if changed since last report.)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company (as defined in Rule 12b-2 of the Exchange Act).

Larger accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of November 3, 2015.

Voting Common shares (no par value): 127,890,165

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

Media General, Inc.

CONSOLIDATED CONDENSED BALANCE SHEETS*(Unaudited, in thousands, except shares)***ASSETS**

	September 30, 2015	December 31, 2014
Current assets:		
Cash and cash equivalents	\$ 37,802	\$ 43,920
Restricted cash at qualified intermediary	—	119,903
Trade accounts receivable (less allowance for doubtful accounts 2015 - \$5,184; 2014 - \$5,475)	271,578	277,985
Current deferred tax asset	51,629	55,754
Prepaid expenses and other current assets	17,482	26,282
Total current assets	378,491	523,844
Property and equipment, net of accumulated depreciation 2015 - \$124,265; 2014 - \$68,141		
	476,217	499,472
Other assets, net	73,315	78,999
Definite lived intangible assets, net of accumulated amortization 2015 - \$115,321; 2014 - \$48,485		
	892,418	956,300
Broadcast licenses	1,097,100	1,097,100
Goodwill	1,544,624	1,597,486
Total assets (a)	\$ 4,462,165	\$ 4,753,201

See accompanying notes.

(a) Consolidated assets as of September 30, 2015 and December 31, 2014, include total assets of variable interest entities (VIEs) of \$145 million and \$151 million, respectively, which can only be used to settle the obligations of the VIEs. See Note 1 and Note 4.

Media General, Inc.
CONSOLIDATED CONDENSED BALANCE SHEETS
(Unaudited, in thousands except shares)

LIABILITIES AND STOCKHOLDERS' EQUITY

	September 30, 2015	December 31, 2014
Current liabilities:		
Trade accounts payable	\$ 19,945	\$ 36,359
Accrued salaries and wages	26,997	36,634
Accrued expenses and other current liabilities	134,380	104,092
Current installments of long-term debt	3,120	11,781
Current installments of obligation under capital leases	876	815
Total current liabilities	185,318	189,681
Long-term debt		
Long-term debt	2,231,694	2,400,162
Deferred tax liability and other long-term tax liabilities	354,318	364,289
Long-term capital lease obligations	14,205	14,869
Retirement and postretirement plans	196,505	211,264
Other liabilities	33,284	38,034
Total liabilities (b)	3,015,324	3,218,299
Commitments and contingencies		
Noncontrolling interests		
Noncontrolling interests	30,147	34,481
Stockholders' equity:		
Preferred stock (no par value): authorized 50,000,000 shares; none outstanding	—	—
Common stock (no par value):		
Voting common stock, authorized 400,000,000 shares; issued 2015 - 127,871,465 and 2014 - 129,931,812	1,293,835	1,322,284
Accumulated other comprehensive loss	(36,445)	(36,445)
Retained earnings	159,304	214,582
Total stockholders' equity	1,416,694	1,500,421
Total liabilities, noncontrolling interests and stockholders' equity	\$ 4,462,165	\$ 4,753,201

See accompanying notes.

(b) Consolidated liabilities as of September 30, 2015 and December 31, 2014, include total liabilities of VIEs of \$38 million and \$43 million, respectively, for which the creditors of the VIEs have no recourse to the Company, except for certain of the debt, which the Company guarantees. See Note 1 and Note 4.

Media General, Inc.

CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME

(Unaudited, in thousands, except per share amounts)

	Three Months Ended		Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Net operating revenue	\$ 321,736	\$ 160,224	\$ 938,993	\$ 458,253
Operating costs:				
Operating expenses, excluding depreciation expense	143,492	54,679	403,537	156,112
Selling, general and administrative expenses	78,777	39,440	238,298	123,702
Amortization of program license rights	12,822	5,167	36,627	15,077
Corporate and other expenses	12,598	5,567	37,615	19,778
Depreciation and amortization	40,385	15,643	123,286	48,278
(Gain) loss related to property and equipment, net	96	676	(328)	897
Goodwill impairment	52,862	—	52,862	—
Merger-related expenses	10,014	3,596	18,907	13,173
Restructuring expenses	1,132	275	1,132	4,764
Total operating costs	352,178	125,043	911,936	381,781
Operating income (loss)	(30,442)	35,181	27,057	76,472
Other income (expense):				
Interest expense	(29,481)	(9,826)	(89,792)	(29,432)
Debt modification and extinguishment costs	(365)	—	(2,805)	(183)
Other, net	27	19	5,939	19
Total other expense	(29,819)	(9,807)	(86,658)	(29,596)
Income (loss) before income taxes	(60,261)	25,374	(59,601)	46,876
Income tax benefit (expense)	4,374	(11,525)	3,915	(20,696)
Net income (loss)	\$ (55,887)	\$ 13,849	\$ (55,686)	\$ 26,180
Net income (loss) attributable to noncontrolling interests (included above)	(7,394)	454	(1,395)	614
Net income (loss) attributable to Media General	\$ (48,493)	\$ 13,395	\$ (54,291)	\$ 25,566
Other comprehensive income	—	—	—	—
Total comprehensive income (loss) attributable to Media General	\$ (48,493)	\$ 13,395	\$ (54,291)	\$ 25,566
Earnings (loss) per common share (basic and diluted):				
Net earnings (loss) per common share (basic)	\$ (0.38)	\$ 0.15	\$ (0.42)	\$ 0.29
Net earnings (loss) per common share (assuming dilution)	\$ (0.38)	\$ 0.15	\$ (0.42)	\$ 0.29

See accompanying notes.

Media General, Inc.

CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS

(Unaudited, in thousands)

	Nine Months Ended	
	September 30, 2015	September 30, 2014
Cash flows from operating activities:		
Net income (loss)	\$ (55,686)	\$ 26,180
Adjustments to reconcile net income (loss):		
Deferred income tax (benefit) expense	(5,769)	19,922
Depreciation and amortization	123,286	48,278
Amortization of program license rights	36,627	15,077
Goodwill impairment	52,862	—
Non-cash interest expense	1,404	566
(Gain) loss on disposal of property and equipment, net	(328)	897
Gain on relocation of spectrum	(5,620)	—
Stock-based compensation	10,292	524
Debt modification and extinguishment costs	2,805	183
Change in assets and liabilities:		
Program license rights, net of liabilities	(33,123)	(15,271)
Trade accounts receivable	6,698	4,166
Company owned life insurance (cash surrender value less policy loans including repayments)	(275)	(1,151)
Trade accounts payable, accrued expenses and other liabilities	3,224	(610)
Contributions to retirement plans	(1,250)	(49,009)
Other, net	349	(6,390)
Net cash provided by operating activities	135,496	43,362
Cash flows from investing activities:		
Capital expenditures	(40,583)	(18,621)
Release of restricted cash at qualified intermediary	119,903	—
Payment for acquisition of station assets	—	(83,185)
Deferred proceeds related to sale of property	—	24,535
Proceeds from the sale of property and equipment	1,279	1,157
Proceeds from spectrum relocation	3,120	—
Other, net	(78)	980
Net cash provided by investing activities	83,641	(75,134)
Cash flows from financing activities:		
Principal borrowings under Media General Credit Agreement	—	75,000
Repayment of borrowings under Media General Credit Agreement	(160,000)	(84,000)
Repayment of 2021 Notes	(15,863)	—
Repayment of borrowings under Shield Media Credit Agreement	(1,800)	(1,800)
Repayment of other borrowings	(873)	—
Principal borrowings under revolving credit facility	—	10,000
Repayment of borrowings under revolving credit facility	—	(10,000)
Repurchase of shares	(33,724)	—
Payment for the acquisition of noncontrolling interest	(10,872)	—
Cash paid for debt modification	(3,425)	(2,507)
Other, net	1,302	336
Net cash used by financing activities	(225,255)	(12,971)
Net decrease in cash and cash equivalents	(6,118)	(44,743)
Cash and cash equivalents at beginning of period	43,920	71,618
Cash and cash equivalents at end of period	\$ 37,802	\$ 26,875
Cash paid for interest	\$ 85,149	\$ 30,476
Cash paid for income taxes, net	\$ 4,883	\$ 971

See accompanying notes.

MEDIA GENERAL, INC.
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited)

Note 1: Basis of Presentation

The accompanying unaudited consolidated condensed financial statements have been prepared in accordance with accounting principles generally accepted in the United States and with applicable quarterly reporting regulations of the Securities and Exchange Commission. They do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements and, accordingly, should be read in conjunction with the consolidated financial statements and related footnotes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of interim financial information have been included.

On December 19, 2014 (the "Closing Date"), Media General, Inc., now known as MGOC, Inc. ("Old Media General"), and LIN Media LLC, a Delaware limited liability company ("LIN Media" or "LIN") were combined in a business combination transaction (the "LIN Merger"). As a result of the LIN Merger, Media General, Inc., formerly known as Mercury New Holdco, Inc. ("New Media General", "Media General" or the "Company") became the parent public reporting company of the combined company; LIN Television Corporation ("LIN Television") became a direct, wholly owned subsidiary of New Media General; and Old Media General became a direct, wholly owned subsidiary of LIN Television and an indirect, wholly owned subsidiary of New Media General. The merger was accounted for in accordance with FASB Accounting Standards Codification Topic 805, *Business Combinations* ("ASC 805"), and New Media General was the acquirer.

References to Media General, we, us, or the Company in this Item 1 that include any period at and before the effectiveness of the LIN Merger shall be deemed to refer to Old Media General as the predecessor registrant to New Media General.

On September 8, 2015 the Company announced a definitive merger agreement under which the Company will acquire all of the outstanding common stock of Meredith Corporation ("Meredith") in a cash and stock transaction. On September 28, 2015 the Company received an unsolicited proposal from Nexstar Broadcasting Group, Inc. ("Nexstar") to acquire all of the outstanding common stock of Media General for \$14.50 per share in cash and stock, including \$10.50 per share in cash and a fixed ratio of 0.0898 Nexstar shares per Media General share. As allowed under an October 14, 2015 agreement with Meredith and following the execution of a non-disclosure agreement with Nexstar, the Company is currently in the process of exchanging information with Nexstar.

The consolidated financial statements include the financial statements of the Company and its wholly owned subsidiaries and certain variable interest entities ("VIE") for which the Company is considered to be the primary beneficiary. Intercompany accounts and transactions have been eliminated in consolidation. In determining whether the Company is the primary beneficiary of a VIE for financial reporting purposes, the Company considers whether it has the power to direct certain activities of the VIE that most significantly impact the economic performance of the VIE and whether it has the obligation to absorb losses or the right to receive returns that would be significant to the VIE. Assets of consolidated VIE's can only be used to settle the obligations of that VIE. As discussed in Note 4, the Company consolidates the results of WXXA, WLAJ, WBDT, WYTV, KTKA, KWQB, KRWB, and KASY pursuant to the VIE accounting guidance. All the liabilities are non-recourse to the Company, except for certain of the debt, which the Company guarantees. The Company is also the primary beneficiary of the VIE that holds the Supplemental 401(k) Plan's investments and consolidates the plan accordingly.

The Company guarantees all of LIN Television's debt and the debt of its consolidated VIEs. LIN Television guarantees all of the debt of its restricted wholly owned subsidiaries and the debt of its consolidated VIEs. All of the consolidated wholly owned subsidiaries of LIN Television fully and unconditionally guarantee LIN Television's 5.875% Senior Notes due 2022 (the "2022 Notes") and the 6.375% Senior Notes due 2021 (the "2021 Notes") on a joint-and-several basis, subject to customary release provisions.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs* ("ASU 2015-03"). ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability. ASU 2015-03 is effective for annual periods beginning on or after December 15, 2015. As a result the Company expects to reclassify the unamortized balance of the \$34 million of debt issuance costs currently included in "Other assets, net" on the Consolidated Condensed Balance Sheet to Long-term debt upon adoption of the guidance in early 2016.

In order to conform to the presentation adopted in the third quarter of 2015, \$12 million was reclassified from "Prepaid expenses and other current assets" to "Trade accounts receivable" in the 2014 figures presented on the Consolidated Condensed Balance Sheets, in the Initial Allocation of Fair Value table in Note 2 and in the Guarantor Financial Information in Note 12.

Note 2: Mergers, Acquisitions and Dispositions

LIN Merger

As described in Note 1, Old Media General and LIN were combined under New Media General, a newly formed holding company, that was renamed Media General. In connection with the LIN Merger, the Company issued a total of approximately 41,239,715 shares of voting common stock and paid approximately \$763 million in cash to the former LIN Media shareholders. The total purchase price of the LIN Merger was approximately \$2.4 billion. The LIN Merger was financed using proceeds from the Company and LIN Television's borrowings under the credit agreement, as defined and more fully described in Note 5.

In connection with the LIN Merger, the Company sold WJAR-TV in Providence, RI, WLUK-TV and WCWF-TV in Green Bay-Appleton, WI, certain assets of WTGS-TV in Savannah, GA, WJCL-TV in Savannah, GA, WVTM-TV in Birmingham, AL and WALA-TV in Mobile, AL for approximately \$360 million and purchased KXRM-TV and KXTU-LD in Colorado Springs, CO and WTTA-TV in Tampa, FL for approximately \$93 million. The assets of the stations sold included goodwill of approximately \$84 million.

Following the LIN Merger and the divestitures and acquisitions discussed above, the Company now owns or operates 71 stations across 48 markets. The Company also has a digital media portfolio comprised of five digital offerings: LIN Digital, ONE Mobile (formerly LIN Mobile), Federated Media, Dedicated Media and HYFN.

The LIN Merger closed during December 2014. The initial allocated fair value of the acquired assets and assumed liabilities of LIN (including the acquisitions of the stations in Colorado Springs and Tampa discussed above) was adjusted during the nine months ended September 30, 2015 based on information that became available to management subsequent to the acquisition date. These adjustments were retroactively applied to the December 31, 2014 balances. The fair value of the consideration paid related to the LIN Merger increased by \$1.2 million as well. The initial allocated fair value, including adjustments which occurred during the six months of 2015, is presented in the table below.

<i>(In thousands)</i>	Initial Allocation of Fair Value		
	September 30, 2015	Adjustments	December 31, 2014
Current assets acquired	\$ 217,816	\$ (700)	\$ 218,516
Property and equipment	284,217	4,093	280,124
Other assets acquired	12,812	—	12,812
FCC broadcast licenses	588,042	(26,900)	614,942
Definite lived intangible assets	786,705	46,640	740,065
Goodwill	1,119,957	(12,581)	1,132,538
Deferred income tax liabilities recorded in conjunction with the acquisition	(338,535)	(7,888)	(330,647)
Current liabilities assumed	(112,917)	(1,400)	(111,517)
Other liabilities assumed	(79,267)	(82)	(79,185)
Total	<u>\$ 2,478,830</u>		<u>\$ 2,477,648</u>

Current assets acquired included cash and cash equivalents of \$26 million and trade accounts receivable of \$166 million.

The amount allocated to definite-lived intangible assets represents the estimated fair values of network affiliations of \$497 million, advertiser and publisher relationships of \$220 million, \$37 million of local marketing agreements (LMA), \$16 million of technology and trade names and favorable lease assets of \$17 million. These intangible assets will be amortized over their weighted-average estimated remaining useful lives of 15 years for network affiliations, 5-7 years for the advertiser relationships, 20 years for LMA agreements, 5 years for technology and trade names and 10 years for favorable lease assets. Acquired property and equipment will be depreciated on a straight-line basis over the respective estimated remaining useful lives.

None of the goodwill recognized in connection with the LIN Merger is expected to be tax deductible.

The initial allocation presented above is based upon management’s preliminary estimate of the fair values using valuation techniques including income, cost and market approaches. In estimating the fair value of the acquired assets and assumed liabilities, the fair value estimates are based on, but not limited to, expected future revenue and cash flows, expected future growth rates and estimated discount rates. Network affiliations and advertiser relationships were valued primarily using an excess earnings income approach. The broadcast licenses represent the estimated fair value of the FCC license using a “Greenfield” income approach. Under this approach, the broadcast license is valued by analyzing the estimated after-tax discounted future cash flows of an average market participant. Property and equipment was primarily valued using a cost approach. Acquired program license rights will be amortized to operating expense over the estimated broadcast period in an amount equal to the relative benefit that is expected to be derived from the airing of the program, or on a straight line basis over the life of the program where the expected useful life is one year or less.

As discussed in Note 5, the Company recorded a goodwill impairment charge of \$53 million related to the LIN Digital subsidiary during the third quarter of 2015.

The Company incurred \$0.2 million and \$3.8 million of legal, accounting and other professional fees and expenses related to the merger with LIN during the three and nine month periods ended September 30, 2015, respectively, compared to professional fees and expenses of \$0.8 million and \$7.1 million in the equivalent periods of 2014.

Note 3: Segment Information

During 2015, as a result of the LIN Merger discussed in Note 2, the Company began assessing and internally reporting financial information for the broadcast business and the digital business separately. As a result, we now have two reportable operating segments, “Broadcast” and “Digital” that are disclosed separately from our corporate activities. The Broadcast segment includes 71 television stations that are either owned, operated or serviced by the Company in 48 U.S. markets, all of which are engaged principally in the sale of television advertising. The Digital segment includes the operating results of the digital companies (LIN Digital, ONE Mobile, HYFN, Dedicated Media, and Federated Media) as well as the business operations related to the television station companion websites. Unallocated corporate expenses primarily include costs to operate as a public company and to operate corporate locations.

The Company identifies operating segments based on how the chief operating decision maker (“CODM”) allocates resources, assesses performance and makes decisions. The CODM is the President, and Chief Executive Officer. The CODM evaluates performance and allocates resources based on operating income or loss for the Broadcast and Digital segments, excluding non-segment expenses.

<i>(in thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Revenues				
Broadcast	\$ 277,992	\$ 153,877	\$ 828,846	\$ 441,027
Digital	43,744	6,347	110,147	17,226
Revenues	<u>\$ 321,736</u>	<u>\$ 160,224</u>	<u>\$ 938,993</u>	<u>\$ 458,253</u>

<i>(in thousands)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Operating income				
Broadcast	\$ 85,105	\$ 60,628	\$ 260,032	\$ 161,533
Digital	1,540	310	499	1,829
Segment operating income	86,645	60,938	260,531	163,362
Corporate and other expenses	(12,598)	(5,567)	(37,615)	(19,778)
Depreciation and amortization	(40,385)	(15,643)	(123,286)	(48,278)
Gain (loss) related to property and equipment, net	(96)	(676)	328	(897)
Goodwill impairment	(52,862)	—	(52,862)	—
Merger-related expenses	(10,014)	(3,596)	(18,907)	(13,173)
Restructuring expenses	(1,132)	(275)	(1,132)	(4,764)
Operating income (loss)	\$ (30,442)	\$ 35,181	\$ 27,057	\$ 76,472

<i>(in thousands)</i>	September 30, 2015	December 31, 2014
Assets		
Broadcast	\$ 3,965,346	\$ 4,062,428
Digital	305,985	373,718
Segment assets	4,271,331	4,436,146
Corporate	190,834	317,055
Total assets	\$ 4,462,165	\$ 4,753,201

Note 4: Variable Interest Entities

Certain of the Company's broadcast stations provide services to other station owners within the same market via Joint Sales Agreements ("JSA") and/or Shared Service Agreements ("SSA"). The Company has JSA and/or SSA agreements with 8 stations. Depending on the specific terms of these agreements, the Company may provide a variety of operational and administrative services, assume an obligation to reimburse certain expenses of the stations and guarantee certain external borrowings by the station parent companies (refer to Note 6 for guaranteed borrowings). The Company is compensated for these services through performance based and/or administrative fees. Under certain JSAs, the Company has an option to acquire the related station at any time, subject to FCC consent, until the expiration of the applicable JSA. The Company has determined that the stations with which it has JSAs and/or SSAs, and certain of their parent companies, are VIEs as a result of the terms of the agreements.

The Company is the primary beneficiary of the VIEs, because (a) subject to the ultimate control of the broadcast licensees, the Company has the power to direct the activities which significantly impact the economic performance of the VIEs through the services the Company provides and (b) the Company absorbs returns and losses which would be considered significant to the VIEs. Therefore, the financial results and financial position of these entities have been consolidated by the Company in accordance with the VIE accounting guidance.

The carrying amounts and classification of the assets and liabilities of the consolidated VIE entities described above, which have been included in the consolidated balance sheets as of September 30, 2015, and December 31, 2014, were as follows:

<i>(In thousands)</i>	September 30, 2015	December 31, 2014
Assets		
Current assets		
Cash and cash equivalents	\$ 3,727	\$ 3,846
Trade accounts receivable (less allowance for doubtful accounts 2015 - \$102; 2014 - \$99)	9,010	10,442
Prepaid expenses and other current assets	886	1,050
Total current assets	13,623	15,338
Property and equipment, net	1,890	5,402
Other assets, net	3,498	2,011
Definite lived intangible assets, net	33,011	34,885
Broadcast licenses	71,300	71,300
Goodwill	21,859	21,859
Total assets	<u>\$ 145,181</u>	<u>\$ 150,795</u>
Liabilities		
Current liabilities		
Trade accounts payable	\$ 119	\$ 56
Other accrued expenses and other current liabilities	2,414	6,839
Current installments of long-term debt	3,120	3,562
Total current liabilities	5,653	10,457
Long-term debt	25,920	28,150
Other liabilities	6,802	3,914
Total liabilities	<u>\$ 38,375</u>	<u>\$ 42,521</u>

The December 31, 2014 balances included above were adjusted to reflect the purchase price adjustment discussed in Note 2.

The assets of the Company's consolidated VIEs can only be used to settle the obligations of the VIEs and may not be sold, or otherwise disposed of, except for assets sold or replaced with others of like kind or value. At September 30, 2015, the Company has an option to acquire the assets or member's interest of the VIE entities that it may exercise if the FCC attribution rules change to permit the Company to acquire such interest. The option exercise price is of nominal value and significantly less than the carrying value of their tangible and intangible net assets. The options are carried at zero on the Company's consolidated balance sheet, as any value attributable to the options is eliminated in the consolidation of the VIEs. In an order adopted in March 2014, the FCC concluded that JSAs should be "attributable" for purposes of the media ownership rules if they permit a television licensee to sell more than 15% of the commercial inventory of a television station owned by a third party in the same market. Stations with JSAs that would put them in violation of the new rules have until December 19, 2016 to amend or terminate those arrangements, unless they are able to obtain a waiver of such rules. Accordingly, absent further developments, or the grant of waivers, the Company will be required to modify or terminate its existing JSAs no later than December 19, 2016. The Company continues to monitor regulatory developments and evaluate potential changes to its JSA and SSA arrangements.

In July 2015 the Company received bonus payments of \$9 million from its consolidated VIEs and these funds became available to settle the obligations of the Company.

Note 5: Goodwill Impairment

Due to a projected decrease in operating results of the Company's digital businesses, the Company performed an interim impairment assessment as of September 30, 2015 on three digital reporting units acquired as part of the LIN Merger. The turnover of key sales personnel and the industry-wide shift to software enabled automated buying and placement of digital advertising led to a decrease in projected operating results for the Company's historical arbitrage media placement businesses. As a result of the impairment review, two of the three reporting units passed the first step of the evaluation as their fair values exceeded their carrying values by more than 10%. The fair value of the third reporting unit, LIN Digital, did not exceed its carrying value. As a result, the Company performed the second step of the impairment test and recorded a non-cash pretax goodwill impairment charge at its LIN Digital reporting unit of \$53 million in the third quarter of 2015. After recording the impairment charge, the goodwill allocated to the LIN Digital reporting unit was \$80 million at September 30, 2015. The total goodwill allocated to the Digital segment at September 30, 2015 was \$195 million.

The estimated fair value of each reporting unit was determined using a combination of an income approach and a market comparable method. The income approach utilizes the estimated discounted cash flows expected to be generated by the reporting unit assets. The market comparable method employs comparable company information, and where available, recent transaction information for similar assets. The determination of fair value requires the use of significant judgment and estimates that management believes are appropriate in the circumstances although it is reasonably possible that actual performance will differ from these estimates and the effect of any differences could be material. These estimates include those relating to revenue growth, compensation levels, digital advertising placement prices, capital expenditures, discount rates and market trading multiples for digital advertising assets.

Note 6: Debt and Other Financial Instruments

Long-term debt at September 30, 2015, and December 31, 2014, was as follows:

<i>(In thousands)</i>	2015	2014
Media General Credit Agreement	\$ 1,541,000	\$ 1,701,000
2022 Notes	400,000	400,000
2021 Notes	275,000	290,000
Shield Media Credit Agreement	27,800	29,600
Other borrowings	1,240	2,111
Total debt	2,245,040	2,422,711
Less: net unamortized discount	(10,226)	(10,768)
Less: scheduled current maturities	(3,120)	(11,781)
Long-term debt excluding current maturities	\$ 2,231,694	\$ 2,400,162

Media General Credit Agreement

In July 2013, the Company entered into a credit agreement with a syndicate of lenders to provide the Company with a term loan and access to a revolving credit facility. The funds borrowed under the credit agreement and subsequent amendments (together the "Credit Agreement") have been used by the Company to facilitate acquisitions and mergers. The term loan under the Credit Agreement matures in July 2020 and bears interest at LIBOR (with a floor of 1%) plus a margin of 3%.

The Company repaid \$25 million and \$160 million of principal on the term loan during the three and nine months ended September 30, 2015, respectively. The early repayments of debt resulted in debt extinguishment costs of \$0.4 million and \$2.8 million during the three and nine months ended September 30, 2015, respectively, due to the accelerated recognition of deferred debt-related items. As of September 30, 2015, there was \$1.541 billion outstanding under the Credit Agreement.

The revolving credit facility under the Credit Agreement also includes revolving credit commitments of \$150 million. The revolving credit facility matures in October 2019, bears an interest rate of LIBOR plus a margin of 2.50% and is subject to a 0.5% commitment fee per annum with respect to the undrawn portion of the facility. The Company has \$147 million of availability under the revolving credit facility (giving effect to \$3 million of letters of credit which have been issued but are undrawn).

Shield Media Credit Agreement

Shield Media LLC (and its subsidiary WXXA) and Shield Media Lansing LLC (and its subsidiary WLAJ) (collectively, “Shield Media”), companies that control subsidiaries with which the Company has joint sales and shared services arrangements for 2 stations as described in Note 4, entered into a new credit agreement with a syndicate of lenders, dated July 31, 2013. The term loans outstanding under this agreement mature in July 2018 and bear interest at LIBOR plus a margin of 3%. The Shield Media term loans are guaranteed by the Company and are secured by liens on substantially all of the assets of the Company, on a pari passu basis with the Credit Agreement. The Company repaid \$0.6 million and \$1.8 million of principal on the term loan during the three and nine months ended September 30, 2015, respectively.

2022 Notes

On November 5, 2014, a wholly owned subsidiary of Old Media General completed the issuance of \$400 million in aggregate principal amount of 5.875% Senior Unsecured Notes due in 2022 (the “2022 Notes”) in connection with the financing of the LIN Merger. The net proceeds from offering of the 2022 Notes were used to repay certain indebtedness of LIN Media in connection with the LIN Merger, including the satisfaction and discharge of LIN Television’s \$200 million aggregate principal amount of 8.375% Senior Notes due 2018 and the payment of related fees and expenses. The 2022 Notes were issued under an indenture, dated as of November 5, 2014 (the “2022 Notes Indenture”). New Media General, as the new direct parent of LIN Television, and certain of the wholly owned subsidiaries of LIN Television provide full and unconditional guarantees to the 2022 Notes, on a senior basis.

2021 Notes

LIN Television’s previously issued 6.375% Senior Notes due 2021 remained outstanding as of the Closing Date (the “2021 Notes”). Following the consummation of the LIN Merger, New Media General, as the new direct parent of LIN Television, and certain of the wholly owned subsidiaries of LIN Television provide full and unconditional guarantees of the 2021 Notes, on a senior basis. The Company received an unsolicited offer and repaid \$16 million of principal and unamortized premium on the 2021 Notes during the three and nine months ended September 30, 2015. As of September 30, 2015, the aggregate principal amount outstanding under the 2021 Notes was \$275 million.

Fair Value

The following table includes information about the carrying values and estimated fair values of the Company’s financial instruments at September 30, 2015, and December 31, 2014:

	September 30, 2015		December 31, 2014	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
<i>(In thousands)</i>				
Assets:				
Investments				
Trading securities	\$ 232	\$ 232	\$ 449	\$ 449
Liabilities:				
Long-term debt:				
Media General Credit Agreement	1,532,129	1,519,513	1,690,753	1,686,000
2022 Notes	398,225	398,659	398,038	397,000
2021 Notes	275,420	286,000	291,442	289,000
Shield Media Credit Agreement	27,800	27,800	29,600	29,600
Other borrowings	1,240	1,240	2,111	2,111

Trading securities held by the Supplemental 401(k) Plan are carried at fair value and are determined by reference to quoted market prices.

The fair value of the 2021 Notes was determined by reference to the most recent trading prices. The fair value of all other debt instruments were determined using discounted cash flow analysis' and an estimate of the current borrowing rate.

Under the fair value hierarchy, the Company's trading securities fall under Level 1 (quoted prices in active markets), the 2021 Notes fall under Level 2 (other observable inputs) and the Media General Credit Agreement, 2022 Notes, Shield Media Credit Agreement and the Other Borrowings fall under Level 3 (unobservable inputs).

Note 7: Taxes on Income

The effective tax rate was 7.3% in the third quarter of 2015 as compared to 45.4% in the third quarter of 2014 and 6.6% in the first nine months of 2015 as compared 44.2% in the equivalent prior-year period. The low tax rates in the current periods were due primarily to the Goodwill impairment and other permanent book-tax differences not deductible for tax purposes as compared to much higher levels of pre-tax loss. The tax expense in both years was predominantly non-cash due to the Company's significant net operating loss carryover. Current tax expense was approximately \$0.4 million and \$0.5 million in the third quarter of 2015 and 2014 respectively and was approximately \$1.9 million and \$0.8 million in the first nine months of 2015, and 2014, respectively; it was attributable primarily to state income taxes.

Note 8: Earnings Per Share

The following table sets forth the computation of basic and diluted income per share for the three and nine months ended September 30, 2015, and 2014:

<i>(In thousands, except per share amounts)</i>	Three Months Ended September 30, 2015			Three Months Ended September 30, 2014		
	Income (Numerator)	Shares (Denominator)	Per Share Amount	Income (Numerator)	Shares (Denominator)	Per Share Amount
Net income (loss) attributable to Media General	\$ (48,493)			\$ 13,395		
Undistributed earnings attributable to participating securities	—			(75)		
Basic EPS						
Income (loss) attributable to common stockholders	\$ (48,493)	127,903	\$ (0.38)	\$ 13,320	88,535	\$ 0.15
Effect of dilutive securities:						
Stock options and warrants		—			492	
Diluted EPS						
Income (loss) attributable to common stockholders	\$ (48,493)	127,903	\$ (0.38)	\$ 13,320	89,027	\$ 0.15

<i>(In thousands, except per share amounts)</i>	Nine Months Ended September 30, 2015			Nine Months Ended September 30, 2014		
	Income (Numerator)	Shares (Denominator)	Per Share Amount	Income (Numerator)	Shares (Denominator)	Per Share Amount
Net income (loss) attributable to Media General	\$ (54,291)			\$ 25,566		
Undistributed earnings attributable to participating securities	—			(165)		
Basic EPS						
Income (loss) attributable to common stockholders	\$ (54,291)	128,844	\$ (0.42)	\$ 25,401	88,444	\$ 0.29
Effect of dilutive securities:						
Stock options and warrants		—			499	
Diluted EPS						
Income (loss) attributable to common stockholders	\$ (54,291)	128,844	\$ (0.42)	\$ 25,401	88,943	\$ 0.29

We have excluded 1.5 million and 1.3 million of common shares issuable for share options and restricted shares from the calculation of diluted earnings per share for the three and nine months ended September 30, 2015, respectively, because the net loss causes these shares to be anti-dilutive.

Note 9: Retirement and Postretirement Plans

The Company has a funded, qualified non-contributory defined benefit retirement plan which covers substantially all Legacy Media General employees hired before 2007 and IBEW Local 45 employees of KRON-TV with benefits which vested prior to 2006, as well as a non-contributory unfunded supplemental executive retirement and ERISA excess plans which supplement the coverage available to certain executives. These retirement plans are frozen.

In conjunction with the LIN Merger, the Company assumed liability for an additional defined benefit retirement plan as well as a supplemental retirement plan. Both plans are frozen. The Company is required to make contributions to the supplemental retirement plan for the then eligible employees and certain other employees based on 5% of each participant's eligible compensation.

The Company also has a retiree medical savings account plan which reimburses eligible employees who retire for certain medical expenses. In addition, the Company has an unfunded plan that provides certain health and life insurance benefits to retired employees who were hired prior to 1992.

The following tables provide the components of net periodic benefit cost (income) for the Company's benefit plans for the third quarters and first nine months of 2015 and 2014:

<i>(In thousands)</i>	Three Months Ended			
	Pension Benefits		Other Benefits	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Service cost	\$ —	\$ 43	\$ 25	\$ 20
Interest cost	5,729	5,530	250	269
Expected return on plan assets	(7,727)	(6,717)	—	—
Amortization of net loss	200	—	—	—
Net periodic benefit (income) cost	\$ (1,798)	\$ (1,144)	\$ 275	\$ 289

<i>(In thousands)</i>	Nine Months Ended			
	Pension Benefits		Other Benefits	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Service cost	\$ —	\$ 128	\$ 75	\$ 60
Interest cost	17,185	16,590	750	807
Expected return on plan assets	(23,180)	(20,150)	—	—
Amortization of net loss	600	—	—	—
Net periodic benefit (income) cost	\$ (5,395)	\$ (3,432)	\$ 825	\$ 867

Note 10: Stockholders' Equity

The following table shows the components of the Company's stockholders' equity as of and for the nine months ended September 30, 2015:

<i>(In thousands)</i>	Common Stock		Accumulated Other Comprehensive Loss	Retained Earnings	Total Stockholders' Equity
	Voting	Non-Voting			
	Balance at December 31, 2014	\$ 1,322,284	\$ —	\$ (36,445)	\$ 214,582
Net loss attributable to Media General	—	—	—	(54,291)	(54,291)
Exercise of stock options	1,848	—	—	—	1,848
Stock-based compensation	10,292	—	—	—	10,292
Revaluation of redeemable noncontrolling interest	(6,920)	—	—	(987)	(7,907)
Repurchases of voting common stock	(33,724)	—	—	—	(33,724)
Other	55	—	—	—	55
Balance at September 30, 2015	\$ 1,293,835	\$ —	\$ (36,445)	\$ 159,304	\$ 1,416,694

The following table shows the components of the Company's stockholders' equity as of and for the nine months ended September 30, 2014:

<i>(In thousands)</i>	Common Stock		Accumulated Other Comprehensive Income	Retained Earnings	Total Stockholders' Equity
	Voting	Non-Voting			
	Balance at December 31, 2013	\$ 557,754	\$ 12,483	\$ 5,668	\$ 161,076
Net income attributable to Media General	—	—	—	25,566	25,566
Conversion of non-voting to voting common stock	6,305	(6,305)	—	—	—
Exercise of stock options	483	—	—	—	483
Stock-based compensation	2,431	—	—	—	2,431
Director deferred stock units	7,361	—	—	—	7,361
Other	(65)	—	—	—	(65)
Balance at September 30, 2014	\$ 574,269	\$ 6,178	\$ 5,668	\$ 186,642	\$ 772,757

Note 11: Other

The Company repurchased 0.9 million and 2.1 million shares of its outstanding voting common stock at an average price of \$15.80, and \$16.16 during the three and nine months ended September 30, 2015, respectively, under the share repurchase program approved by the Board of Directors of the Company. The total cost of the repurchases was \$15 million and \$34 million for the three and nine month periods ended September 30, 2015, respectively. The share repurchase program expires on December 31, 2015.

In September 2015 the Company adopted a plan to restructure certain digital segment operations which is expected to save the Company \$5 million in operating costs annually. The Company recorded severance expense of \$1.1 million related to the plan in the third quarter of 2015. Accrued severance costs related to the digital operations restructuring are included in the "Accrued salaries and wages" line item on the consolidated condensed balance sheet. No severance payments related to the digital segment restructuring were made during the third quarter of 2015. In April of 2014, the Company adopted a plan to restructure certain corporate and shared service operations intended to save \$10 million in operating costs annually. The Company recorded severance expense of \$0.3 million in the third quarter of 2014. Accrued severance costs related to the corporate and shared service operations restructuring are included in the "Accrued salaries and wages" line item on the consolidated condensed balance sheet. Following severance payments of \$0.1 million, the remaining severance liability related to the corporate restructuring was approximately \$3.7 million as of September 30, 2014.

At September 30, 2015, the Company held a 50.1% ownership position in its consolidated HYFN subsidiary. Due to higher than initially projected revenue and other metrics impacting the purchase price of the outstanding interest in HYFN, the Company increased the value of noncontrolling interest in HYFN by \$6.9 million during the third quarter of 2015.

The Company received \$120 million of restricted cash in a qualified intermediary (a consolidated entity) from the 2014 sale of the WJAR-TV station discussed in Note 2. In June of 2015, the restricted cash was released from the qualified intermediary and remitted to the Company.

In April 2015, the Company acquired the remaining noncontrolling interest in the Dedicated Media subsidiary for a purchase price of \$11 million. As a result of the transaction, Dedicated Media was 100% owned by the Company during the second and third quarters of 2015.

The Company also recorded \$5.6 million of non-operating gains in the nine month period ended September 30, 2015 related to the relocation of broadcast channels in the Lansing, Michigan and Austin, Texas markets.

Note 12: Guarantor Financial Information

LIN Television, a 100% owned subsidiary of New Media General, is the primary obligor of the 2021 Notes and 2022 Notes. New Media General fully and unconditionally guarantees all of LIN Television's obligations under the 2021 Notes and the 2022 Notes on a joint and several basis. Additionally, all of the consolidated 100% owned subsidiaries of LIN Television fully and unconditionally guarantee LIN Television's obligations under the 2021 Notes and 2022 Notes on a joint and several basis. There are certain limitations in the ability of the subsidiaries to pay dividends to New Media General. The following financial information presents condensed consolidating balance sheets, statements of operations, and statements of cash flows for New Media General, LIN Television (as the issuer), the Guarantor Subsidiaries, and the Non-Guarantor Subsidiaries, together with certain eliminations.

Media General, Inc.
Condensed Consolidating Balance Sheet
September 30, 2015
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS						
Current assets:						
Cash and cash equivalents	\$ —	\$ 9,028	\$ 23,927	\$ 4,847	\$ —	\$ 37,802
Trade accounts receivable, net	—	59,699	181,081	30,798	—	271,578
Current deferred tax asset	—	—	51,589	40	—	51,629
Prepaid expenses and other current assets	—	4,662	10,990	1,830	—	17,482
Total current assets	—	73,389	267,587	37,515	—	378,491
Property and equipment, net	—	175,712	298,199	2,306	—	476,217
Other assets, net	—	13,209	56,362	3,744	—	73,315
Definite lived intangible assets, net	—	376,323	471,328	44,767	—	892,418
Broadcast licenses	—	—	1,025,800	71,300	—	1,097,100
Goodwill	—	527,077	924,708	92,839	—	1,544,624
Advances to consolidated subsidiaries	—	(196,301)	216,231	(19,930)	—	—
Investment in consolidated subsidiaries	1,416,694	1,283,894	—	—	(2,700,588)	—
Total assets	\$ 1,416,694	\$ 2,253,303	\$ 3,260,215	\$ 232,541	\$ (2,700,588)	\$ 4,462,165
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)						
Current liabilities:						
Trade accounts payable	\$ —	\$ 1,726	\$ 17,080	\$ 1,139	\$ —	\$ 19,945
Accrued salaries and wages	—	4,593	21,923	481	—	26,997
Accrued expenses and other current liabilities	—	34,319	93,260	6,801	—	134,380
Current installments of long-term debt	—	—	—	3,120	—	3,120
Current installments of obligation under capital leases	—	561	279	36	—	876
Total current liabilities	—	41,199	132,542	11,577	—	185,318
Long-term debt	—	673,645	1,532,129	25,920	—	2,231,694
Deferred tax liability and other long-term tax liabilities	—	71,216	283,315	(213)	—	354,318
Long-term capital lease obligations	—	13,096	1,106	3	—	14,205
Retirement and postretirement plans	—	30,039	166,466	—	—	196,505
Other liabilities	—	7,414	24,071	1,799	—	33,284
Total liabilities	—	836,609	2,139,629	39,086	—	3,015,324
Noncontrolling interests	—	—	—	30,147	—	30,147
Total stockholders (deficit) equity	1,416,694	1,416,694	1,120,586	163,308	(2,700,588)	1,416,694
Total liabilities, noncontrolling interest and stockholders' equity (deficit)	\$ 1,416,694	\$ 2,253,303	\$ 3,260,215	\$ 232,541	\$ (2,700,588)	\$ 4,462,165

Media General, Inc.
Condensed Consolidating Balance Sheet
December 31, 2014
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 2,388	\$ 9,658	\$ 27,371	\$ 4,503	\$ —	\$ 43,920
Restricted cash at qualified intermediary	—	—	119,903	—	—	119,903
Trade accounts receivable, net	—	84,355	172,574	21,056	—	277,985
Current deferred tax asset	—	3,492	52,222	40	—	55,754
Prepaid expenses and other current assets	—	17,278	7,684	1,320	—	26,282
Total current assets	2,388	114,783	379,754	26,919	—	523,844
Property and equipment, net	—	179,057	314,534	5,881	—	499,472
Other assets, net	—	8,565	67,961	2,473	—	78,999
Definite lived intangible assets, net	—	403,866	506,619	45,815	—	956,300
Broadcast licenses	—	—	1,025,800	71,300	—	1,097,100
Goodwill	—	527,077	977,570	92,839	—	1,597,486
Advances to consolidated subsidiaries	2,021	(456,741)	456,359	(1,639)	—	—
Investment in consolidated subsidiaries	1,496,012	1,319,033	—	—	(2,815,045)	—
Total assets	<u>\$ 1,500,421</u>	<u>\$ 2,095,640</u>	<u>\$ 3,728,597</u>	<u>\$ 243,588</u>	<u>\$ (2,815,045)</u>	<u>\$ 4,753,201</u>
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)						
Current liabilities:						
Trade accounts payable	\$ —	\$ 4,014	\$ 31,794	\$ 551	\$ —	\$ 36,359
Accrued salaries and wages	—	9,384	26,536	714	—	36,634
Accrued expenses and other current liabilities	—	43,901	53,042	7,149	—	104,092
Current installments of long-term debt	—	—	8,218	3,563	—	11,781
Current installments of obligation under capital leases	—	441	303	71	—	815
Total current liabilities	—	57,740	119,893	12,048	—	189,681
Long-term debt	—	291,442	2,080,570	28,150	—	2,400,162
Deferred tax liability and other long-term tax liabilities	—	193,293	168,171	2,825	—	364,289
Long-term capital lease obligations	—	13,529	1,312	28	—	14,869
Retirement and postretirement plans	—	33,031	178,233	—	—	211,264
Other liabilities	—	10,593	22,037	5,404	—	38,034
Total liabilities	—	599,628	2,570,216	48,455	—	3,218,299
Noncontrolling interests	—	—	10,981	23,500	—	34,481
Total stockholders (deficit) equity	<u>1,500,421</u>	<u>1,496,012</u>	<u>1,147,400</u>	<u>171,633</u>	<u>(2,815,045)</u>	<u>1,500,421</u>
Total liabilities, noncontrolling interest and stockholders' equity (deficit)	<u>\$ 1,500,421</u>	<u>\$ 2,095,640</u>	<u>\$ 3,728,597</u>	<u>\$ 243,588</u>	<u>\$ (2,815,045)</u>	<u>\$ 4,753,201</u>

Media General, Inc.
Condensed Consolidated Statement of Comprehensive Income
For the Three Months Ended September 30, 2015
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
Net operating revenue	\$ —	\$ 91,179	\$ 215,524	\$ 22,405	\$ (7,372)	\$ 321,736
Operating costs:						
Operating expenses, excluding depreciation expense	—	40,149	93,562	14,360	(4,579)	143,492
Selling, general and administrative expenses	—	22,960	43,340	12,631	(154)	78,777
Amortization of program licenses rights	—	4,494	7,781	547	—	12,822
Corporate and other expenses	—	3,111	9,511	(24)	—	12,598
Depreciation and amortization	—	15,055	24,732	598	—	40,385
(Gain) loss related to property and equipment, net	—	15	81	—	—	96
Goodwill impairment	—	—	52,862	—	—	52,862
Merger-related expenses	—	704	9,310	—	—	10,014
Restructuring expenses	—	—	1,132	—	—	1,132
Operating income (loss)	—	4,691	(26,787)	(5,707)	(2,639)	(30,442)
Other income (expense):						
Interest expense, net	—	(11,174)	(18,113)	(194)	—	(29,481)
Debt modification and extinguishment costs	—	—	(365)	—	—	(365)
Intercompany income and (expenses)	—	(22,965)	23,289	(324)	—	—
Equity in income (loss) from operations of consolidated subsidiaries	(48,493)	(14,587)	—	—	63,080	—
Other, net	—	(13)	40	—	—	27
Total other income (expense)	(48,493)	(48,739)	4,851	(518)	63,080	(29,819)
Income (loss) before income taxes	(48,493)	(44,048)	(21,936)	(6,225)	60,441	(60,261)
Income tax benefit (expense)	—	(4,445)	9,424	(605)	—	4,374
Net income (loss)	\$ (48,493)	\$ (48,493)	\$ (12,512)	\$ (6,830)	\$ 60,441	\$ (55,887)
Net income (loss) attributable to noncontrolling interest	—	—	—	(7,394)	—	(7,394)
Net income (loss) attributable to Media General	\$ (48,493)	\$ (48,493)	\$ (12,512)	\$ 564	\$ 60,441	\$ (48,493)
Other comprehensive income	—	—	—	—	—	—
Total comprehensive income (loss) attributable to Media General	\$ (48,493)	\$ (48,493)	\$ (12,512)	\$ 564	\$ 60,441	\$ (48,493)

Media General, Inc.
Condensed Consolidated Statement of Comprehensive Income
For the Nine Months Ended September 30, 2015
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Consolidated
Net operating revenue	\$ —	\$ 273,655	\$ 632,024	\$ 53,088	\$ (19,774)	\$ 938,993
Operating costs:						
Operating expenses, excluding depreciation expense	—	118,042	265,731	31,758	(11,994)	403,537
Selling, general and administrative expenses	—	68,677	149,567	20,920	(866)	238,298
Amortization of program licenses rights	—	13,035	22,132	1,460	—	36,627
Corporate and other expenses	—	8,973	28,672	(30)	—	37,615
Depreciation and amortization	—	44,713	73,966	4,607	—	123,286
(Gain) loss related to property and equipment, net	—	144	(472)	—	—	(328)
Goodwill impairment	—	—	52,862	—	—	52,862
Merger-related expenses	—	3,028	15,879	—	—	18,907
Restructuring expenses	—	—	1,132	—	—	1,132
Operating income (loss)	—	17,043	22,555	(5,627)	(6,914)	27,057
Other income (expense):						
Interest expense, net	—	(31,379)	(57,525)	(888)	—	(89,792)
Debt modification and extinguishment costs	—	—	(2,805)	—	—	(2,805)
Intercompany income and (expenses)	—	(29,263)	30,005	(742)	—	—
Equity in income (loss) from operations of consolidated subsidiaries	(54,291)	(12,510)	—	—	66,801	—
Other, net	—	75	864	5,000	—	5,939
Total other income (expense)	(54,291)	(73,077)	(29,461)	3,370	66,801	(86,658)
Income (loss) before income taxes	(54,291)	(56,034)	(6,906)	(2,257)	59,887	(59,601)
Income tax benefit	—	1,743	1,551	621	—	3,915
Net income (loss)	\$ (54,291)	\$ (54,291)	\$ (5,355)	\$ (1,636)	\$ 59,887	\$ (55,686)
Net income (loss) attributable to noncontrolling interest	—	—	(178)	(1,217)	—	(1,395)
Net income (loss) attributable to Media General	\$ (54,291)	\$ (54,291)	\$ (5,177)	\$ (419)	\$ 59,887	\$ (54,291)
Other comprehensive income	—	—	—	—	—	—
Total comprehensive income (loss) attributable to Media General	\$ (54,291)	\$ (54,291)	\$ (5,177)	\$ (419)	\$ 59,887	\$ (54,291)

Media General, Inc.
Condensed Consolidating Statement of Comprehensive Income
For the Three Months Ended September 30, 2014
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Media General Consolidated
Net operating revenue	\$ —	\$ —	\$ 155,558	\$ 4,666	\$ —	\$ 160,224
Operating costs:						
Operating expenses, excluding depreciation expense	—	—	53,090	1,589	—	54,679
Selling, general and administrative expenses	—	—	37,532	1,908	—	39,440
Amortization of program license rights	—	—	4,942	225	—	5,167
Corporate and other expenses	—	—	5,820	(253)	—	5,567
Depreciation and amortization	—	—	15,458	185	—	15,643
Gain related to property and equipment, net	—	—	676	—	—	676
Merger-related expenses	—	—	3,596	—	—	3,596
Restructuring expenses	—	—	275	—	—	275
Operating income	—	—	34,169	1,012	—	35,181
Other income (expense)						
Interest expense	—	—	(9,522)	(304)	—	(9,826)
Debt modification and extinguishment costs	—	—	—	—	—	—
Equity in income (loss) from operations of consolidated subsidiaries	—	—	—	—	—	—
Other, net	—	—	19	—	—	19
Total other income (expense)	—	—	(9,503)	(304)	—	(9,807)
Income before income taxes	—	—	24,666	708	—	25,374
Income tax expense	—	—	(11,525)	—	—	(11,525)
Net income (loss) from continuing operations	\$ —	\$ —	\$ 13,141	\$ 708	\$ —	\$ 13,849
Net income attributable to noncontrolling interests	—	—	—	454	—	454
Net income (loss) attributable to Media General	\$ —	\$ —	\$ 13,141	\$ 254	\$ —	\$ 13,395
Other comprehensive income	—	—	—	—	—	—
Total comprehensive income (loss) attributable to Media General	\$ —	\$ —	\$ 13,141	\$ 254	\$ —	\$ 13,395

Media General, Inc.
Condensed Consolidating Statement of Comprehensive Income
For the Nine Months Ended September 30, 2014
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Media General Consolidated
Net operating revenue	\$ —	\$ —	\$ 444,636	\$ 13,617	\$ —	\$ 458,253
Operating costs:						
Operating expenses, excluding depreciation expense	—	—	151,404	4,708	—	156,112
Selling, general and administrative expenses	—	—	117,654	6,048	—	123,702
Amortization of program license rights	—	—	14,299	778	—	15,077
Corporate and other expenses	—	—	20,089	(311)	—	19,778
Depreciation and amortization	—	—	47,710	568	—	48,278
Gain related to property and equipment, net	—	—	897	—	—	897
Merger-related expenses	—	—	13,173	—	—	13,173
Restructuring expenses	—	—	4,764	—	—	4,764
Operating income	—	—	74,646	1,826	—	76,472
Other income (expense)						
Interest expense	—	—	(28,511)	(921)	—	(29,432)
Debt modification and extinguishment costs	—	—	(183)	—	—	(183)
Equity in income (loss) from operations of consolidated subsidiaries	—	—	—	—	—	—
Other, net	—	—	(1)	20	—	19
Total other income (expense)	—	—	(28,695)	(901)	—	(29,596)
Income before income taxes	—	—	45,951	925	—	46,876
Income tax expense	—	—	(20,696)	—	—	(20,696)
Net income	\$ —	\$ —	\$ 25,255	\$ 925	\$ —	\$ 26,180
Net income attributable to noncontrolling interests	—	—	—	614	—	614
Net income (loss) attributable to Media General	\$ —	\$ —	\$ 25,255	\$ 311	\$ —	\$ 25,566
Other comprehensive income	—	—	—	—	—	—
Total comprehensive income (loss) attributable to Media General	\$ —	\$ —	\$ 25,255	\$ 311	\$ —	\$ 25,566

Media General, Inc.
Condensed Consolidating Statement of Cash Flows
Year to date through September 30, 2015
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Media General Consolidated
Cash flows from operating activities:						
Net cash provided (used) by operating activities	\$ (1,402)	\$ 18,085	\$ 115,243	\$ 3,570	\$ —	\$ 135,496
Cash flows from investing activities:						
Capital expenditures	—	(14,845)	(22,833)	(2,905)	—	(40,583)
Release of restricted cash at qualified intermediary	—	—	119,903	—	—	119,903
Proceeds from the sale of PP&E	—	71	1,208	—	—	1,279
Proceeds from spectrum sale	—	—	620	2,500	—	3,120
Receipt of dividend	—	58,507	—	—	(58,507)	—
Payments from intercompany borrowings	2,025	—	36,387	—	(38,412)	—
Payment of capital contributions	(3,011)	—	—	—	3,011	—
Other, net	—	—	—	(78)	—	(78)
Net cash provided (used) by investing activities	(986)	43,733	135,285	(483)	(93,908)	83,641
Cash flows from financing activities:						
Repayment of borrowings under Media General Credit Agreement	—	—	(160,000)	—	—	(160,000)
Repayment of 2021 Notes	—	(15,863)	—	—	—	(15,863)
Repayment of borrowings under Shield Media Credit Agreement	—	—	—	(1,800)	—	(1,800)
Repayment of other borrowings	—	—	—	(873)	—	(873)
Payment for share repurchases	—	—	(33,724)	—	—	(33,724)
Payment for the acquisition of noncontrolling interest	—	(10,872)	—	—	—	(10,872)
Cash paid for debt modification	—	—	(3,425)	—	—	(3,425)
Payment of dividend	—	—	(58,507)	—	58,507	—
Payments on intercompany borrowing	—	(38,412)	—	—	38,412	—
Receipt of capital contributions	—	3,011	—	—	(3,011)	—
Other, net	—	(312)	1,684	(70)	—	1,302
Net cash provided (used) by financing activities	—	(62,448)	(253,972)	(2,743)	93,908	(225,255)
Net increase (decrease) in cash and cash equivalents	(2,388)	(630)	(3,444)	344	—	(6,118)
Cash and cash equivalents at beginning of period	2,388	9,658	27,371	4,503	—	43,920
Cash and cash equivalents at end of period	\$ —	\$ 9,028	\$ 23,927	\$ 4,847	\$ —	\$ 37,802

Media General, Inc.
Condensed Consolidating Statement of Cash Flows
Year to date through September 30, 2014
(in thousands)

	New Media General	LIN Television Corporation	Guarantor Subsidiaries	Non- Guarantor Subsidiaries	Eliminations	Media General Consolidated
Cash flows from operating activities:						
Net cash provided (used) by operating activities	\$ —	\$ —	\$ 44,621	\$ (1,259)	\$ —	\$ 43,362
Cash flows from investing activities:						
Capital expenditures	—	—	(18,617)	(4)	—	(18,621)
Payment for acquisition of station assets	—	—	(83,185)	—	—	(83,185)
Deferred proceeds related to sale of property	—	—	24,535	—	—	24,535
Proceeds from sale the of PP&E	—	—	1,157	—	—	1,157
Collateral refunds related to letters of credit	—	—	980	—	—	980
Net cash provided (used) by investing activities	—	—	(75,130)	(4)	—	(75,134)
Cash flows from financing activities:						
Principal borrowings under Media General Credit Agreement	—	—	75,000	—	—	75,000
Repayment of borrowings under Media General Credit Agreement	—	—	(84,000)	—	—	(84,000)
Repayment of borrowings under Shield Media Credit Agreement	—	—	—	(1,800)	—	(1,800)
Principal borrowings under revolving credit facility	—	—	10,000	—	—	10,000
Repayment of borrowings under revolving credit facility	—	—	(10,000)	—	—	(10,000)
Debt issuance costs	—	—	(2,507)	—	—	(2,507)
Other, net	—	—	336	—	—	336
Net cash used by financing activities	—	—	(11,171)	(1,800)	—	(12,971)
Net decrease in cash and cash equivalents	—	—	(41,680)	(3,063)	—	(44,743)
Cash and cash equivalents at beginning of period	—	—	67,508	4,110	—	71,618
Cash and cash equivalents at end of period	\$ —	\$ —	\$ 25,828	\$ 1,047	\$ —	\$ 26,875

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

OVERVIEW

Media General is one of the U.S.'s largest connected-screen multimedia companies, providing top-rated news, information and entertainment in attractive markets. Media General first entered the local television business in 1955 when it launched WFLA in Tampa, Florida as an NBC affiliate.

On December 19, 2014, Media General, Inc., now known as MGOC, Inc. ("Old Media General") and LIN Media LLC, a Delaware limited liability company ("LIN Media") were combined in a business combination transaction (the "LIN Merger"). As a result of this merger, Media General, Inc., formerly known as Mercury New Holdco, Inc. ("New Media General," "Media General" or the "Company") became the parent public reporting company of the combined company; LIN Television Corporation ("LIN Television") became a direct, wholly owned subsidiary of New Media General; and Old Media General became a direct, wholly owned subsidiary of LIN Television and an indirect, wholly owned subsidiary of New Media General. References to Media General or the Company that include any period at and before effectiveness of the LIN Merger shall be deemed to refer to Old Media General as the predecessor registrant to New Media General. On September 2, 2014, the Company acquired a television station located in Harrisburg, Pennsylvania.

Concurrently with the closing of the LIN Merger, the Company acquired television stations in Colorado Springs, Colorado and Tampa, Florida, and sold television stations in Providence, Rhode Island; Green Bay-Appleton, Wisconsin; Savannah, Georgia; Birmingham, Alabama; and Mobile, Alabama (collectively, the "LIN Related Transactions").

Media General, Inc. now owns or operates 71 network-affiliated broadcast television stations (twenty-two with CBS, fourteen with NBC, twelve with ABC, eight with FOX, eight with CW and seven with MyNetworkTV) and their associated digital media and mobile platforms, in 48 markets. These stations reach approximately 23% of U.S. TV households, and the Company reaches approximately two-thirds of the U.S. Internet audience. Fifty-one of the 71 stations are located in the top 100 designated market areas as grouped by Nielsen ("DMAs"), while 27 of the 71 stations are located in the top 50 markets.

The Company also has one of the largest and most diverse digital media businesses in the U.S. television broadcasting industry, with a portfolio that includes LIN Digital, ONE Mobile, Federated Media, HYFN and Dedicated Media.

On September 8, 2015 the Company announced a definitive merger agreement under which the Company will acquire all of the outstanding common stock of Meredith Corporation ("Meredith") in a cash and stock transaction. On September 28, 2015 the Company received an unsolicited proposal from Nexstar Broadcasting Group, Inc. ("Nexstar") to acquire all of the outstanding common stock of Media General for \$14.50 per share in cash and stock, including \$10.50 per share in cash and a fixed ratio of 0.0898 Nexstar shares per Media General share. As allowed under an October 14, 2015 agreement with Meredith and following the execution of a non-disclosure agreement with Nexstar, the Company is currently in the process of exchanging information with Nexstar.

The FCC continues to plan to recapture spectrum from broadcasters as part of a reverse auction in the Spring of 2016. The Company continues to evaluate its options on a market-by-market basis. These options may include relinquishment of spectrum, channel sharing, relocation of channel, and/or doing nothing depending on the market and how the reverse auction evolves. As this process is unique and there are thousands of participants, the Company's proceeds from auction transactions could range from zero to hundreds of millions. The process itself is subject to change and the Company has not yet finalized its level of participation.

RESULTS OF OPERATIONS

The Company recorded a net loss attributable to Media General of \$48 million and \$54 million ((\$0.38) and (\$0.42) per diluted share) during the third quarter and first nine months of 2015, respectively, compared to net income attributable to Old Media General of \$13 million and \$26 million (\$0.15 and \$0.29 per diluted share) in the equivalent periods of 2014. Net loss attributable to Media General for the third quarter of 2015 included a non-cash \$53 million pretax goodwill impairment charge, a significant portion for which there is no benefit for tax purposes. The Company's results during the first nine months of 2015 included merger-related expenses of \$19 million, non-operating gains of \$5.6 million (in Other, net) on the relocation of broadcast channels in Lansing, Michigan and Austin, Texas and a \$2.5 million reduction in Operating expenses for settlement proceeds related to overcharges by a music licensing agency.

The net loss recorded by the Company in the third quarter and first nine months of 2015 was \$56 million and included net losses attributable to noncontrolling interests of \$7.4 million and \$1.4 million in the third quarter and first nine months of 2015, respectively. The losses attributable to noncontrolling interests represents the aggregate income of certain stations operated by the Company through JSA/SSA arrangements as well as the investment in HYFN Inc., a digital media operation. The remaining noncontrolling interest in Dedicated Media (also acquired in the LIN Merger) was acquired by the Company on April 1, 2015.

The Company generated \$85 million and \$260 million of operating income from its Broadcast segment in the third quarter and first nine month periods of 2015, respectively. Its Digital segment recorded operating income of \$1.5 million and \$0.5 million in the third quarter and first nine month period of 2015, respectively.

As described earlier, the Company completed the LIN Merger during the fourth quarter of 2014. As a result, the financial statements reflect only Old Media General's results of operations during the 2014 quarter and year-to-date periods while the results of operations for the 2015 periods are reflective of the combined company.

REVENUES

Revenues were \$322 million and \$939 million in the third quarter and first nine months of 2015, respectively, compared to \$160 million and \$458 million in the same prior-year periods. The increase in 2015 revenues is due overwhelmingly to the net acquisition activity discussed above. To allow investors to compare the revenue generated by the combined company's 71 stations and digital companies during the three and nine months ended September 30, 2015, to revenue generated by those stations and digital companies in the aggregate during the three and nine months ended September 30, 2014, the Company has provided a non-GAAP comparison of the adjusted net operating revenue for the combined company for the three and nine months ended September 30, 2014, along with the year-to-year percentage change. These combined company numbers presented for the three and nine months ended September 30, 2014, were derived by making the following adjustments to the revenues reported on the statement of comprehensive income for the same periods:

- adding LIN's revenues for the three and nine months ended September 30, 2014, and excluding the stations sold in Providence, Rhode Island (WJAR); Green Bay-Appleton, Wisconsin (WLUK and WCWF); Savannah, Georgia (WJCL and certain assets of WTGS); Birmingham, Alabama (WVTM); and Mobile, Alabama (WALA) as part of the business combination transaction;
- adding revenues for the three and nine months ended September 30, 2014 of the acquired stations in Harrisburg, Pennsylvania (WHTM); Colorado Springs, Colorado (KXRM and KXTU); and Tampa, Florida (WTTA);
- including adjustments as though the BiteSize TV and Federated Media entities had been owned for the full three and nine month periods ended September 30, 2014;
- excluding activity attributable to the Nami entity, which was disposed of by LIN prior to the LIN Merger; and
- including adjustments to reflect the change from a CBS to a CW affiliation for the Indianapolis, Indiana station as of January 1, 2014. The station converted to a CW affiliation on January 1, 2015.

The Company provides these non-GAAP financial results for the combined company because the Company believes these metrics will better allow investors, financial analysts and others to evaluate period-over-period changes in the financial results of the Company's existing operations.

Three Months Ended						
<i>(Unaudited, in thousands)</i>	September 30, 2015	% of Total	(As Reported)		(As Adjusted)	
			September 30, 2014	Adjustments	September 30, 2014	Percent Change
Local	\$ 211,643	65.8%	\$ 101,957	\$ 88,745	\$ 190,702	11.0 %
National	52,352	16.3%	27,525	24,455	51,980	0.7 %
Political	4,566	1.4%	17,116	14,544	31,660	(85.6)%
Digital	43,744	13.6%	6,347	36,056	42,403	3.2 %
Other	9,431	2.9%	7,279	2,717	9,996	(5.7)%
Net operating revenue, as adjusted	\$ 321,736		\$ 160,224	\$ 166,517	\$ 326,741	(1.5)%

Nine Months Ended						
<i>(Unaudited, in thousands)</i>	September 30, 2015	% of Total	(As Reported)		(As Adjusted)	
			September 30, 2014	Adjustments	September 30, 2014	Percent Change
Local	\$ 638,669	68.0%	\$ 308,112	\$ 272,222	\$ 580,334	10.1 %
National	154,601	16.5%	81,366	75,915	157,281	(1.7)%
Political	8,131	0.9%	29,805	19,518	49,323	(83.5)%
Digital	110,147	11.7%	17,226	99,080	116,306	(5.3)%
Other	27,445	2.9%	21,744	6,554	28,298	(3.0)%
Net operating revenue, as adjusted	\$ 938,993		\$ 458,253	\$ 473,289	\$ 931,542	0.8 %

Local revenue for the combined company was up \$21 million and \$58 million during the three and nine months ended September 30, 2015, respectively, as a result of increased retransmission revenue and, to a lesser extent, an increase in core local advertising. National advertising revenue decreased \$2.7 million during the nine months ended September 30, 2015 as compared to the prior-year equivalent period primarily due to revenues from the Sochi Winter Olympic games on the Company's NBC affiliates during February 2014. During the third quarter of 2015 national advertising revenue increased by \$0.4 million from the equivalent prior year period primarily due to increased advertising spending by the automotive sector. Political revenue for the combined company declined by more than 80% during the three and nine months ended September 30, 2015 as compared to the prior-year equivalent periods due to the fact that 2015 is not a national election year. The increase of \$1.3 million in Digital revenue during the three months ended September 30, 2015 was primarily the result of increased activity in social media advertising and content marketing services and the initial results of the automated buying strategy implemented during the 2nd quarter of 2015. The increases in Digital revenue during the third quarter of 2015 were partially offset by decreases in arbitrage media placement services.

OPERATING COSTS

Operating costs as reported on the consolidated statements of comprehensive income increased \$227 million and \$530 million in the third quarter and first nine months of 2015, respectively, from the prior-year equivalent periods overwhelmingly due to the merger with LIN Media, as previously described. Also contributing to the increase in operating costs were higher network programming payments driven, in part, by the increase in retransmission revenue and higher compensation and healthcare costs. The Company believes that a comparison of operating costs on an as adjusted basis (making similar adjustments as described for revenue above) better allows investors, financial analysts and others to evaluate year-over-year changes in the financial results of the Company's existing stations. On an as adjusted basis, operating costs increased \$94 million and \$135 million to \$352 million and \$912 million during the third quarter and first nine months of 2015, respectively, from the equivalent prior-year periods. The increases during both the quarter and year-to-date periods are due in large part to the \$53 million goodwill impairment charge recorded during the third quarter of 2015 and increased network programming payments, which rose \$15 million and \$49 million for the three and nine months ended September 30, 2015, respectively. Higher depreciation and amortization expense during the quarter and year-to-date 2015 periods also contributed to the increase. Absent the higher network payments, total operating expenses and selling, general and administrative expenses, operating costs decreased \$4.7 million from the equivalent prior year-to-date period, reflecting merger related synergies and effective expense management.

Corporate and other expenses as reported on the consolidated statements of comprehensive income increased by \$7.0 million and \$18 million in the three and nine months ended September 30, 2015, respectively, primarily due to the impact of stock-based compensation, which rose \$3.4 million and \$12 million, respectively.

Depreciation and amortization expense as reported on the consolidated statements of comprehensive income was \$40 million and \$123 million in the three and nine months ended September 30, 2015, compared to \$16 million and \$48 million in the corresponding prior-year periods. The increase was primarily the result of additional assets acquired resulting from the mergers, although new capital investments contributed to a lesser extent.

The Company also recorded \$10 million and \$3.6 million of merger-related costs in the third quarter of 2015 and 2014, respectively, as shown on the consolidated statements of comprehensive income primarily for employee severance, investment banking and professional fees related to the LIN Merger and the merger with Young Broadcasting (reflected in 2014 only). The 2015 costs also included fees to outside legal and advisory consultants related to the merger agreement with Meredith and the unsolicited Nexstar proposal discussed above.

In September 2015 the Company adopted a plan to restructure certain digital segment operations. The Company recorded a severance expense of \$1.1 million related to the plan in the third quarter of 2015.

INTEREST EXPENSE

Interest expense of almost \$90 million in the first nine months of 2015 tripled interest expense in the corresponding period of 2014 due to additional debt related to the LIN Merger. The Company's effective interest rate increased from 4.2% in the third quarter and 4.4% in the first nine months of 2014 (based on \$919 million and \$902 million of average outstanding debt, respectively) to 5.2% and 5.1% during the equivalent periods of 2015, respectively (based on \$2.3 billion of average outstanding debt in both periods). The increase is due to the higher interest rates on the 2021 Notes assumed as part of LIN Merger and 2022 Notes issued related to the LIN Merger transaction.

During the first nine months of 2015, the Company repaid \$160 million and \$16 million of principal and premium on the Media General term loan and 2021 Notes, respectively (as well as \$1.8 million and \$0.9 million on the Shield loans and Other borrowings, respectively). The Company was only required to make aggregate principal payments of \$9 million during the first nine months of 2015.

INCOME TAXES

The effective tax rate was 7.3% in the third quarter of 2015 as compared to 45.4% in the third quarter of 2014 and 6.6% in the first nine months of 2015 as compared 44.2% in the equivalent prior-year period. The low tax rates in the current periods were due primarily to the Goodwill impairment and other permanent book-tax differences not deductible for tax purposes as compared to much higher levels of pre-tax loss. The tax expense in both years was predominantly non-cash due to the Company's significant net operating loss carryover. Current tax expense was approximately \$0.4 million and \$0.5 million in the third quarter of 2015 and 2014 respectively and was approximately \$1.9 million and \$0.8 million in the first nine months of 2015, and 2014, respectively; it was attributable primarily to state income taxes.

The Company records income tax expense using the liability method, under which deferred tax assets and liabilities are recorded for the differing treatments of various items for financial reporting versus tax reporting purposes. The Company evaluates the need for a valuation allowance for deferred tax assets. Included in that analysis is the fact that the Company has carried forward \$615 million of net operating losses (NOLs) as of September 30, 2015. The analysis shows that, although there are limitations in future years, the Company anticipates being able to use the NOLs recorded before they expire over the course of the next 20 years.

OTHER

In September 2015 the Company adopted a plan to restructure certain digital segment operations which is expected to save the Company \$5 million in operating costs annually. The Company recorded a severance expense of \$1.1 million related to the plan in the third quarter of 2015. Accrued severance costs are included in the "Accrued salaries and wages" line item on the consolidated condensed balance sheet. No severance payments related to the digital segment restructuring were made during the third quarter of 2015. In April of 2014, the Company adopted a plan to restructure certain corporate and shared service operations intended to save \$10 million in operating costs annually. The Company recorded severance expense of \$0.3 million in the third quarter of 2014. Accrued severance costs are included in the "Accrued salaries and wages" line item on the consolidated condensed balance sheet. Following severance payments of \$0.1 million, the remaining severance liability related to the corporate restructuring was approximately \$3.7 million as of September 30, 2014.

The turnover of key sales personnel and the industry-wide shift to use software to automate the buying and placement of digital advertising led to a decrease in projected operating results for the Company's historical arbitrage media placement businesses. This resulted in the Company recording a pretax goodwill impairment charge at its LIN Digital reporting unit of \$53 million in the third quarter of 2015. After recording the impairment charge, the goodwill allocated to the LIN Digital reporting unit was \$80 million at September 30, 2015. The calculation of impairment involves the use of significant judgment and estimates that management believes are appropriate in the circumstances although it is reasonably possible that actual performance will differ from these estimates. These estimates include those relating to revenue growth, compensation levels, digital advertising placement prices, capital expenditures, discount rates and market trading multiples for digital advertising assets.

The Company received \$120 million of restricted cash in a qualified intermediary (a consolidated entity) from the 2014 sale of the WJAR-TV station. In June of 2015, the restricted cash was released from the qualified intermediary and remitted to the Company as suitable replacement property was not identified and purchased.

In March of 2015, the Company received \$2.5 million in settlement proceeds as a party to an industry-wide lawsuit alleging overcharges by a music licensing agency. The settlement proceeds were recorded as a reduction in Operating expenses.

The Company also recorded \$5.6 million of non-operating gains in the nine month period ended September 30, 2015 related to the relocation of broadcast channels in the Lansing, Michigan and Austin, Texas markets. In July 2015 the Company received a performance payment from Shield Media related to its channel relocation in Lansing, Michigan. The performance payment was included in a \$9 million dividend discussed in Note 4.

LIQUIDITY AND CAPITAL RESOURCES

The Company's primary source of liquidity is its cash flow from operations, but it also has access to the \$150 million revolving credit facility and cash on its balance sheet. The Company has \$147 million of availability under the revolving credit facility (giving effect to \$3 million of letters of credit which have been issued but are undrawn) and \$38 million of cash on its balance sheet as of September 30, 2015. There is \$3.7 million of cash in the consolidated balance sheet as of September 30, 2015 which can only be used to settle the obligations of the VIEs as discussed in Note 4. The LIN Merger has enhanced the Company's ability to generate cash, particularly in even-numbered years when Political and Olympic revenues are most prominent. The Company has used its cash flows for debt repayment, stock repurchase, further investment in its operations and other corporate initiatives.

On March 31, 2015, the Board of Directors of the Company approved a share repurchase program expiring December 31, 2015, which authorizes the Company to purchase up to \$120 million of its outstanding shares of common stock. The Company purchased 0.9 million shares of common stock at an average price of \$15.80 per share under the program for \$15 million during the third quarter of 2015. The Company has purchased 2.1 million shares at an average price of \$16.16 for \$34 million during the nine months ended September 30, 2015.

The Company generated \$135 million of cash from operating activities during the nine months ended September 30, 2015. This compared to \$43 million of net cash generated by operating activities in the year-ago period. The increase from the year-ago period is primarily the result of the addition of cash flows from the merger in the nine months ended September 30, 2015 and significantly lower retirement plan contributions during the first nine months of 2015. In the nine months ended September 30, 2014, the Company made voluntary cash contributions of \$49 million to its retirement plans. While retirement plan contributions and changes in balance sheet accounts such as trade accounts payable, accrued expenses and other liabilities (including payment of accrued interest) and accounts receivable can and did have an impact on the cash flows from operating activities, as shown on the Consolidated Statements of Cash Flows, the key component is the underlying operating performance of the Company's stations.

The Company internally, and analysts in the Broadcast industry, use a non-GAAP Broadcast Cash Flow (BCF) metric as a key performance measure. BCF is defined as operating income plus corporate and other expenses, depreciation and amortization, net gains related to property and equipment, program license rights amortization less payments for program license rights and merger-related expenses. As shown in the table that follows, as adjusted BCF (reflecting the combined company numbers as described in "Revenues") decreased from \$115 million to \$90 million in the third quarter of 2015 primarily due to absence of advertising revenues related to the national elections during 2014:

	Three Months Ended			
	September 30, 2015	September 30, 2014	Adjustments	September 30, 2014
<i>(Unaudited, in thousands)</i>	(As Reported)	(As Reported)	(As Adjusted)	(As Adjusted)
Net Operating Revenue	\$ 321,736	\$ 160,224	\$ 166,517	\$ 326,741
Less: Operating Costs	(352,178)	(125,043)	(132,787)	(257,830)
Operating Income	(30,442)	35,181	33,730	68,911
Add:				
Depreciation and amortization	40,385	15,643	14,376	30,019
Corporate and other expenses	12,598	5,567	5,735	11,302
Loss related to property and equipment, net	96	676	42	718
Program license rights, net	3,457	162	(285)	(123)
Goodwill impairment	52,862	—	—	—
Merger-related expenses	10,014	3,596	—	3,596
Restructuring expenses	1,132	275	—	275
Broadcast cash flow	\$ 90,102	\$ 61,100	\$ 53,598	\$ 114,698

During the nine months ended September 30, 2015, BCF decreased from \$300 million to \$264 million, as shown in the table that follows:

<i>(Unaudited, in thousands)</i>	Nine Months Ended			
	September 30, 2015	(As Reported) September 30, 2014	Adjustments	(As Adjusted) September 30, 2014
Net Operating Revenue	\$ 938,993	\$ 458,253	\$ 473,289	\$ 931,542
Less: Operating Costs	(911,936)	(381,781)	(395,234)	(777,015)
Operating Income	27,057	76,472	78,055	154,527
Add:				
Depreciation and amortization	123,286	48,278	41,769	90,047
Corporate and other expenses	37,615	19,778	17,901	37,679
(Gain) loss related to property and equipment, net	(328)	897	141	1,038
Program license rights, net	3,504	(127)	(905)	(1,032)
Goodwill impairment	52,862	—	—	—
Merger-related expenses	18,907	13,173	—	13,173
Restructuring expenses	1,132	4,764	—	4,764
Broadcast cash flow	\$ 264,035	\$ 163,235	\$ 136,961	\$ 300,196

Investing activities of the Company provided cash of \$84 million during the first nine months of 2015 primarily due to the release from a qualified intermediary of \$120 million in restricted cash related to the 2014 sale of WJAR-TV, as discussed above. This cash inflow was partially offset by \$41 million in capital expenditures during the first nine months of 2015. The Company also had cash inflows of \$3.1 million during 2015 related to the relocation of broadcast channels in Lansing, Michigan and Austin, Texas.

Cash used by financing activities of \$225 million and \$13 million in the nine months ended September 30, 2015 and 2014, respectively, primarily resulted from principal payments of \$178 on outstanding debt during the year-to-date 2015 period as compared to net debt repayments of \$11 million in the comparable prior year period. The Company also had a \$11 million cash outflow related to the acquisition of the remaining noncontrolling interest in Dedicated Media and, as discussed above, cash payments of \$34 million for share repurchases under the share repurchase program approved by the Board of Directors during 2015.

Debt Agreements

At September 30, 2015, the Company had the following debt instruments (presented with maturity dates):

Term Loan (7/31/2020)	\$1,541 million	LIBOR + 3.00% w/ 1% LIBOR floor
Revolver (10/28/2019)	\$147 million available; None drawn	LIBOR + 2.50%; 0.5% commitment fee
2022 Notes (11/15/2022)	\$400 million	5.875% fixed
2021 Notes (1/15/2021)	\$275 million	6.375% fixed
Shield Media Term Loans (7/31/2018)	\$28 million	LIBOR + 3.00%
Other Borrowings (through 2017)	\$1.2 million	LIBOR + 3.00%

The borrowings described above were primarily used to finance merger/acquisition activity. Obligations under the Credit Agreement are guaranteed by the Company and its restricted wholly owned subsidiaries, and the Company (with each of such subsidiaries) has pledged substantially all of its assets as collateral for the loans. The Shield Media Term Loans are guaranteed by the Company and its restricted wholly owned subsidiaries, and the Company (with each of such subsidiaries) has pledged substantially all of its assets as collateral for the loans, on a pari passu basis with the Credit Agreement. The 2021 Notes and 2022 Notes are issued by LIN Television, and are guaranteed by the Company and certain of LIN Television's subsidiaries on a full and unconditional basis.

On June 22, 2015, the Company re-priced the existing Term Loan. At the option of the Company, the re-priced interest rate on the Term Loan is adjusted LIBOR plus a margin of 3.00%. The maturity date for the Term Loan remains July 31, 2020. Repayments on the Term Loan made by the Company during 2015 cover all principal amortization payments required under the agreement through the end of 2019.

The Credit Agreement contains a leverage ratio covenant which is tested for purposes of the Revolving Credit Facility, if and when, the borrowings under the Revolving Credit Facility and non-collateralized letters of credit exceed \$45 million at a quarter-end. At other times, there is not a required maximum leverage ratio that the Company must operate within. The leverage ratio involves debt levels and a rolling eight-quarter calculation of EBITDA, as defined in the agreement. For the second and third quarters of 2015, the maximum ratio was 5.75 times, for the fourth quarter it would be 5.50 times, for the first quarter of 2016 it would be 5.25 times, and it would be 5.00 times thereafter. Additionally, the agreement has restrictions on certain transactions that are operational regardless of borrowing level under the Revolving Credit Facility, including the incurrence and existence of additional debt, capital leases, investments, fundamental changes (including additional acquisitions, mergers or consolidations), limitation on liens, prepayment or amendment of certain debt, transactions with affiliates, changes in the nature of the business, asset sales and restricted payments (including dividends and share repurchases) as defined in the Credit Agreement.

The Shield Media Term Loans have a fixed charge coverage ratio (a ratio of fixed charges (interest, debt payments, capital expenditures and taxes) to EBITDA, calculated on a rolling eight-quarter basis, as defined in the agreement). The Shield Media Term Loans also have restrictions on transactions similar in nature to those in the Credit Agreement, but scaled to Shield Media's smaller size. Additionally, the Shield Media Term Loans have more specific covenants regarding the operation of the Shield Media business and requires that each Shield Media holding company that controls a Shield Media station limit its activities to the performance of its obligations under the Shield Media credit documents, and activities incidental thereto, including owning a Shield Media station and the performance of its obligations under and activities related to the shared services agreement.

The Indentures governing the 2021 Notes and the 2022 Notes do not contain financial maintenance covenants but do include restrictive covenants with respect to the ability to incur additional debt and issue disqualified stock; pay dividends or make other restricted payments; prepay, redeem or repurchase capital stock or subordinated debt; transfer or sell assets; make investments; enter into transactions with affiliates; create or incur liens; and merge or consolidate with any other person.

The Credit Agreement, Shield Media Credit Agreements along with the Indentures governing the 2021 Notes and 2022 Notes all contain cross-default provisions.

Consolidated net leverage, as defined in the Credit Agreement governing the Revolving Credit Facility, was 5.07x as of September 30, 2015. The Company is in compliance with all financial covenants at September 30, 2015.

In connection with and in order to finance the proposed Meredith transaction which is expected to include the repayment of our 2021 Notes and the repayment of all material third party indebtedness of Meredith, in the third quarter of 2015 the Company received a financing commitment from a group of financial institutions totaling \$2.8 billion, which consists of an incremental term loan B under the Company's existing senior secured credit facilities and an additional unsecured loan. In addition, the Company may seek to obtain an additional \$200 million of revolving credit commitments in connection with this committed financing, all in connection with, and at or prior to the closing of, the proposed Meredith transaction.

OUTLOOK

The Company owns or operates 71 stations across 48 markets covering 23% of U.S. TV households. The Company's scale has already delivered significant operating synergies and facilitated increased cash flow generation which enabled the Company to pay down debt. Although national elections and Olympic games will not be held in 2015, strength in retransmission revenues, an active primary season and an improving economy is helping to enable the Company to recoup much of the political and Olympic revenues from which the Company benefited in 2014. For 2016, many experts are projecting strong spending in political advertising, and having the Olympics in Rio de Janeiro, Brazil should enable more "live" events on the Company's NBC stations. The Company expects to generate strong free cash flow as a combined entity and to create liquidity available for share repurchases and debt reduction. As discussed earlier the Company continues to evaluate its options for the spectrum auction that is currently slated for the spring of 2016. The Company outlook above is subject to risks, uncertainties and assumptions, which could individually or collectively cause actual results to differ materially from those projected above.

* * * * *

Certain statements in this quarterly report, particularly those in the section with the heading "Outlook" are not historical facts and are "forward-looking" statements, as that term is defined by the federal securities laws. Forward-looking statements include, among others, statements related to accounting estimates and assumptions, expectations regarding the pending merger, regulatory approvals and debt levels, interest rates, the impact of technological advances including consumer acceptance of mobile television and expectations regarding the effects of retransmission fees, network affiliate fees, pension and postretirement plans, capital spending, general advertising levels and political advertising levels, the effects of changes to FCC regulations and FCC approval of license applications. Forward-looking statements, including those which use words such as the Company "believes," "anticipates," "expects," "estimates," "intends," "projects," "plans," "may" and similar words, including "outlook", are made as of the date of this quarterly report on Form 10-Q and are subject to risks and uncertainties that could potentially cause actual results to differ materially from those results expressed in or implied by such statements. The reader should understand that it is not possible to foresee or identify all risk factors. Consequently, any such list should not be considered a complete statement of all potential risks or uncertainties.

Various important factors could cause actual results to differ materially from the Company's forward looking statements, estimates or projections including, without limitation: failure to complete the merger transaction, the impact of various business combinations and integration efforts of the Company, changes in advertising demand, the economic climate for and efficacy of debt refinancing, emergence of new digital advertising platforms, changes to pending accounting standards, changes in consumer preferences for programming and delivery method, changes in relationships with broadcast networks and advertisers, the performance of pension plan assets, regulatory rulings including those related to ERISA and tax law, natural disasters, and the ability to renew retransmission agreements. Actual results may differ materially from those suggested by forward-looking statements for a number of reasons including those described in Item 1A ("Risk Factors") of the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

The Company's Annual Report on Form 10-K for the year ended December 31, 2014, provides disclosures about market risk. As of September 30, 2015, there have been no material changes in the Company's market risk from December 31, 2014.

Item 4. Controls and Procedures**Evaluation of Disclosure Controls and Procedures**

The Company's management, including its chief executive officer and chief financial officer, performed an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2015. Based on that evaluation, the Company's management, including its chief executive officer and chief financial officer, concluded that the Company's disclosure controls and procedures were effective as of September 30, 2015.

Change in Internal Control Over Financial Reporting

The LIN Merger was completed on December 19, 2014, and represented a change in internal control over financial reporting. The Company is well into the process of evaluating and harmonizing its existing controls and procedures as part of its ongoing integration activities following the LIN Merger. During the first quarter of 2015 the Company began reporting from a single accounting system. The Company also began a conversion of Old Media General's traffic and billing system to the system used by LIN Media. This conversion was completed in the third quarter of 2015 resulting in all stations residing on the same traffic and billing system. The Company also converted to a single payroll system during the third quarter of 2015.

PART II. OTHER INFORMATION

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On March 31, 2015, the Board of Directors of the Company approved a share repurchase program expiring December 31, 2015, which authorizes the Company to purchase up to \$120 million of its outstanding shares of common stock. The Company completed the following purchases under this program during the three months ended September 30, 2015:

Period	Shares purchased during the period	Average price paid per share	Aggregate number of share purchased under the program	Dollar value available for future purchases
July 1, 2015 to July 31, 2015	632,114	16.37	1,771,621	90,929,614
August 1, 2015 to August 31, 2015	315,885	14.66	2,087,506	86,299,756
September 1, 2015 to September 31, 2015	—	—	2,087,506	86,299,756
Total	947,999	\$ 16.16	2,087,506	86,299,756

Item 5. Other Information

On November 4, 2015, the Company and Timothy Mulvaney, Chief Accounting Officer and Controller, entered into an employment agreement (the “Employment Agreement”). The Employment Agreement is for two years and provides for a base salary of Two Hundred Sixty-Nine Thousand Dollars (\$269,000) and a target bonus opportunity of 35% of base salary. The Employment Agreement also provides that upon termination by the Company, other than for cause or disability, or by Mr. Mulvaney for good reason as such terms are defined in the Employment Agreement, Mr. Mulvaney’s cash severance entitlement shall be one and one-half (1½) times the sum of his base salary and the amount of the Annual Bonus, if any, most recently awarded to Mr. Mulvaney. The Employment Agreement also includes noncompetition, non-solicitation, and nondisclosure provisions. Contemporaneously with the execution of the Employment Agreement, Mr. Mulvaney and the Company entered into a separate retention agreement “Retention Agreement,” which provides him with an additional six months of base compensation at his current salary, the payment of which is contingent upon Mr. Mulvaney remaining with the Company through the closing of the merger with Meredith.

Item 6. Exhibits

(a) Exhibits

- 4.1 Supplemental Indenture, dated as of November 4, 2015, among Media General, Inc., Dedicated Media, Inc., the other guarantors party thereto and The Bank of New York Mellon, as Trustee, amending the Indenture dated as of November 5, 2014, as supplemented

- 10.1 Amended and restated employment agreement between the Company and the Senior Vice President, Chief Financial Officer, dated as of August 6, 2015 agreement effective as of June 5, 2013

- 31.1 Section 302 Chief Executive Officer Certification

- 31.2 Section 302 Chief Financial Officer Certification

- 32 Section 906 Chief Executive Officer and Chief Financial Officer Certification

- 101 The following financial information from the Media General, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2015, formatted in XBRL includes: (i) Consolidated Condensed Balance Sheets at September 30, 2015 and December 31, 2014, (ii) Consolidated Condensed Statements of Comprehensive Income for the three and nine month periods ended September 30, 2015 and September 30, 2014, (iii) Consolidated Condensed Statements of Cash Flows for the nine months ended September 30, 2015 and September 30, 2014, and (iv) the Notes to Consolidated Condensed Financial Statements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MEDIA GENERAL, INC.

Date: November 6, 2015

By: /s/ Vincent L. Sadusky
Vincent L. Sadusky
President and Chief Executive Officer

Date: November 6, 2015

By: /s/ James F. Woodward
James F. Woodward
Senior Vice President, Chief Financial
Officer

SECOND SUPPLEMENTAL INDENTURE

THIS SECOND SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”), dated as of November 4, 2015, is entered into by and among LIN Television Corporation, a Delaware corporation (“LIN Television” or the “Issuer”), Dedicated Media, Inc., a California corporation (the “New Guarantor”), each of the existing guarantors listed on the signature pages hereto (the “Existing Guarantors”) and The Bank of New York Mellon, as trustee under the indenture referred to below (the “Trustee”).

WITNESSETH

WHEREAS, an aggregate of \$400,000,000 of 5.875% Senior Notes due 2022 (the “Notes”) was issued pursuant to an indenture (the “Original Indenture”), dated as of November 5, 2014, between Media General Financing Sub, Inc., a Delaware corporation (“Financing Sub”), and the Trustee;

WHEREAS, LIN Television, the guarantors named therein and the Trustee entered into a supplemental indenture to the Original Indenture, dated as of December 19, 2014 (the “Supplemental Indenture” and together with the Original Indenture, the “Indenture”) pursuant to which LIN Television assumed the obligations of Finance Sub under the Notes and the Indenture and the guarantors named therein agreed to guarantee all of the Issuer’s obligations under the Notes and the Indenture;

WHEREAS, Section 1014 of the Indenture provides that under certain circumstances certain wholly-owned subsidiaries of the Issuer under the Indenture shall execute and deliver to the Trustee a supplemental indenture and a guarantee pursuant to which such wholly-owned subsidiaries shall unconditionally guarantee all of the Issuer’s obligations under the Notes and the Indenture; and

WHEREAS, Sections 901(e) of the Indenture provide that, without the consent of any Holder, the Issuer and the Guarantors, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental thereto, in form and substance reasonably satisfactory to the Trustee, to add one or more Guarantors.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Trustee, LIN Television, the New Guarantor and the Existing Guarantors mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Unless otherwise defined in this Supplemental Indenture, capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. *Agreement to Guarantee.* The New Guarantor hereby becomes party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture. The New Guarantor hereby agrees to be bound by all of the provisions of the Indenture applicable to a Guarantor and to perform all of the obligations and agreements of a Guarantor under the Indenture. To further evidence its guarantee to the Holders and the Trustee, and pursuant to Section 1315 of the Indenture, the New Guarantor hereby agrees to execute and deliver to the Trustee a Guarantee in the form attached hereto as Exhibit A (the “New Guarantee”).

3. **NEW YORK LAW TO GOVERN. THE INDENTURE, THE NOTES AND THE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

4. *Counterparts.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

5. *Effect of Headings.* The Section headings herein are for convenience only and shall not affect the construction hereof.

6. *The Trustee.* The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the New Guarantee or for or in respect of the recitals contained herein, all of which recitals are made solely by LIN Television, the New Guarantor and the Existing Guarantors.

7. *No Recourse against Others.* No recourse for the payment of the principal of, premium, if any, or interest on any of the Notes or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of any obligor in the Indenture, or in any of the Notes or Guarantees or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator, stockholder, officer, director, employee or controlling person of the Company or any Guarantor or of any Subsidiary or of any successor Person thereof. Each Holder, by accepting the Notes, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes. Such waiver may not be effective to waive liabilities under the federal securities laws.

8. *Ratification of Indenture; Supplemental Indenture Part of Indenture.* Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

ISSUER:

LIN TELEVISION CORPORATION

By: /s/ James F. Woodward

Name: James F. Woodward

Title: Senior Vice President and Chief Financial Officer

NEW GUARANTOR:

DEDICATED MEDIA, INC.

By: /s/ James F. Woodward

Name: James F. Woodward

Title: Vice President and Treasurer

EXISTING GUARANTORS:

MEDIA GENERAL, INC.

MGOC, INC.

BIRMINGHAM BROADCASTING CO., INC.

BIRMINGHAM BROADCASTING (WVTM-TV), LLC

BLOCKDOT, INC.

LAT, INC.

MEDIA GENERAL BROACASTING, LLC

MEDIA GENERAL COMMUNICATIONS, INC.

MEDIA GENERAL COMMUNICATIONS HOLDINGS,
LLC

MEDIA GENERAL OPERATIONS, INC.

MGDT, INC

NES II, INC.

PROFESSIONAL COMMUNICATIONS SYSTEMS,
INC.

VIRGINIA PAPER MANUFACTURING CORP.

WHTM ACQUISITION LLC

YBK, INC.

YBT, INC.

YOUNG BROADCASTING, LLC

YOUNG BROADCASTING OF ALBANY, INC.

YOUNG BROADCASTING OF DAVENPORT, INC.

YOUNG BROADCASTING OF GREEN BAY, INC.

YOUNG BROADCASTING OF KNOXVILLE, INC.

YOUNG BROADCASTING OF LANSING, INC.

YOUNG BROADCASTING OF LOUISIANA, INC.

YOUNG BROADCASTING OF NASHVILLE, LLC

YOUNG BROADCASTING OF RAPID CITY, INC.

YOUNG BROADCASTING OF RICHMOND, INC.

YOUNG BROADCASTING OF SAN FRANCISCO,
INC.

YOUNG BROADCASTING OF SIOUX FALLS, INC.

[Signature page to Supplemental Indenture]

YOUNG BROADCASTING SHARED SERVICES, INC.

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Vice President and Treasurer

WATE, G.P.

By: YOUNG BROADCASTING OF KNOXVILLE,
INC., its Managing Partner

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Vice President and Treasurer

WKRN, G.P.

By: YOUNG BROADCASTING OF NASHVILLE,
LLC, its Managing Partner

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Vice President and Treasurer

KLFY, L.P.

By: YOUNG BROADCASTING OF LOUISIANA,
INC., its General Partner

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Vice President and Treasurer

FEDERATED MEDIA PUBLISHING LLC
KXAN LLC
KXTX HOLDINGS LLC
LIN DIGITAL LLC
LIN DIGITAL MEDIA LLC
LIN MOBILE, LLC
LIN TELEVISION OF TEXAS, INC.
NORTH TEXAS BROADCASTING LLC
PRIMELAND LLC
TVL BROADCASTING LLC
WOOD TELEVISION LLC
WTNH BROADCASTING LLC

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Senior Vice President and Chief Financial
Officer

INDIANA BROADCASTING, LLC
LIN OF ALABAMA, LLC
LIN OF COLORADO, LLC
LIN OF NEW MEXICO, LLC
LIN OF WISCONSIN, LLC
LIN LICENSE COMPANY, LLC
WAVY BROADCASTING, LLC
WIVB BROADCASTING, LLC
WWLP BROADCASTING, LLC
WOOD LICENSE CO., LLC

By: LIN TELEVISION CORPORATION, its Sole
Member

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Senior Vice President and Chief Financial
Officer

LIN STUDIOS LLC
TVL BROADCASTING OF RHODE ISLAND, LLC
WDTN BROADCASTING, LLC

By: TVL BROADCASTING LLC, its Sole Member

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Senior Vice President and Chief Financial
Officer

LIN TELEVISION OF TEXAS, L.P.

By: LIN TELEVISION OF TEXAS, INC.,
its General Partner

By: /s/ James F. Woodward
Name: James F. Woodward
Title: Senior Vice President and Chief Financial
Officer

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

GUARANTEE

For value received, the undersigned hereby fully, unconditionally and irrevocably guarantees, as primary obligor and not merely as a surety, jointly and severally, to each Holder of this Note and the Trustee the payment of principal of, premium, if any, and interest on this Note in the amounts and at the time when due and interest on the overdue principal and interest, if any, of this Note, if lawful, and the payment or performance of all other obligations and liabilities of the Issuer under the Indenture or the Notes to the Holder of this Note and the Trustee, all in accordance with and subject to the terms and limitations of this Note and Article Thirteen of the Indenture. Reference is hereby made to the Indenture for the precise terms of the Guarantee.

GUARANTOR:

By:

Name:

Title:

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT, dated as of August __, 2015 (this "Agreement"), by and between Media General, Inc., a Virginia corporation (the "Company"), and James F. Woodward (the "Executive") (each of the Executive and the Company, a "Party," and collectively, the "Parties").

WHEREAS, the Company and the Executive are parties to an employment agreement dated as of June 5, 2013 (the "Prior Agreement")

WHEREAS, the Parties desire to amend and restate the Prior Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valid consideration, the sufficiency of which is acknowledged, the Parties hereto agree as follows:

Section 1. Employment.

1.1. Term. Subject to Section 3 hereof, the Company agrees to employ the Executive, and the Executive agrees to be employed by the Company, in each case pursuant to this Agreement, for a period commencing on the date herof (the "Effective Date") and ending on November 12, 2016 (the "Term"). The Executive's period of employment pursuant to this Agreement shall hereinafter be referred to as the "Employment Period."

1.2. Duties. During the Employment Period, the Executive shall serve as the Company's Senior Vice President and Chief Financial Officer and in such other positions as an officer of the Company and such affiliates of the Company as may be requested by the board of directors of the Company (the "Board") from time to time, and shall report directly to the Company's Chief Executive Officer or, with respect to Audit Committee matters, to the Audit Committee of the Board. In the Executive's position as Senior Vice President and Chief Financial Officer, the Executive shall perform such duties, functions and responsibilities during the Employment Period as are commensurate with such positions, as reasonably and lawfully directed by the Chief Executive Officer or the Board or a committee thereof. The Executive's principal place of employment shall be the Company's headquarters in Richmond, Virginia.

1.3. Exclusivity. During the Employment Period, the Executive shall devote substantially all of his business time and attention to the business and affairs of the Company, shall faithfully serve the Company, and shall conform to and comply with the lawful and reasonable directions and instructions given to the Executive by the Chief Executive Officer, consistent with Section 1.2 hereof. During the Employment Period, the Executive shall use his best efforts to promote and serve the interests of the Company and shall not engage in any other business activity, whether or not such activity shall be engaged in for pecuniary profit; provided, that the Executive may (a) serve any civic, charitable, educational or professional organization, (b) serve on the board of directors of for-profit business enterprises, that have been approved in accordance with Company's then-current policies relating to conflicts of interest and (c) manage his personal investments, in each case so long as any such activities do not (x) violate the terms of this Agreement (including Section 4) or (y) materially interfere with the Executive's duties and responsibilities to the Company.

Section 2. Compensation.

2.1. Salary. As compensation for the performance of the Executive's services hereunder, during the Employment Period, the Company shall pay to the Executive a salary at an annual rate of \$500,000, payable in accordance with the Company's standard payroll policies (the "Base Salary"). The Base Salary will be reviewed annually and may be adjusted upward (but not downward, other than in connection with an across-the-board reduction applicable to all senior executives of the Company) by the Board (or a committee thereof) in its discretion.

2.2. Annual Bonus. For each calendar year ending during the Employment Period, the Executive shall be eligible to receive an annual bonus (the "Annual Bonus") to be based upon Company performance and other criteria for each such calendar year as determined by the Compensation Committee of the Board (the "Compensation Committee") pursuant to and in accordance with the Company's Executive Incentive Plan. The Executive's target Annual Bonus opportunity for each calendar year that ends during the Employment Period shall not be less than forty-five percent (45%) of the Base Salary (the "Target Annual Bonus Opportunity"). The amount of the Annual Bonus actually paid shall depend on the extent to which the Compensation Committee determines performance goals are achieved or exceeded, and payment shall be subject to approval by the Board in accordance with the Annual Incentive Plan. The Annual Bonus, if any, shall be paid in cash and shall be paid within two and a half (2½) months after the end of the calendar year.

2.3. Equity Compensation.

(a) General. The Executive will be eligible to participate in the Company's Long Term Incentive Plan and in any other equity compensation plan as may be established by the Company, and will be eligible for grants under any such plan to the extent determined by the Compensation Committee.

(b) Deferred Stock Units. Pursuant to the Prior Agreement, the Executive was granted stock units (the "Stock Units") in respect of 51,230 shares of voting common stock of the Company (the "Common Stock"). One-half (1/2) of the Stock Units granted to the Executive have previously vested and one half (1/2) will vest on November 12, 2015 (the "Vesting Date") unless the Executive's employment is terminated by the Company for Cause prior to the Vesting Date. The Stock Units that vest on the Vesting Date shall be settled within thirty (30) days after the Vesting Date and shall entitle the Executive to a payment in cash in respect of each such Stock Unit in an amount equal to the closing price per share of Common Stock on the Vesting Date.

2.4. Employee Benefits. During the Employment Period, the Executive shall be eligible to participate in such health and other group insurance and other employee benefit plans and programs of the Company as in effect from time to time on the same basis as other senior executives of the Company and subject to the terms and conditions of the applicable plan, which shall, as of the date hereof, include, but not be limited to, Company-paid club membership, the Executive Life Insurance Plan, the Executive Financial Planning and Income Tax Program, the Media General, Inc. ERISA Excess Benefit Plan, the Media General, Inc. Supplemental 401(k) Plan, in each case to the extent the Executive's participation is permitted under such plan and subject to the terms and conditions of the applicable plan. For the avoidance of doubt, the foregoing shall not require the Company to maintain any plan for any period of time.

2.5. Vacation. During the Employment Period, the Executive shall be entitled to five (5) weeks of vacation per calendar year, in accordance with the Company's vacation policy.

2.6. Business Expenses. The Company shall pay or reimburse the Executive, upon presentation of documentation, for all commercially reasonable business out-of-pocket expenses that the Executive incurs during the Employment Period in performing his duties under this Agreement in accordance with the expense reimbursement policy of the Company as approved by the Board (or a committee thereof), as in effect from time to time.

Section 3. Employment Termination.

3.1. Termination of Employment-

(a) General. The Company may terminate the Executive's employment hereunder for any reason during the Term, and the Executive may voluntarily terminate his employment hereunder for any reason during the Term upon not less than thirty (30) days' prior notice to the other Party. Subject to Section 3.2(b), the date on which the Executive's employment terminates for any reason is herein referred to as the "Termination Date". Upon the termination of the Executive's employment with the Company for any reason, the Executive shall be entitled to (i) payment of any Base Salary earned but unpaid through the date of termination, (ii) in the event of termination for retirement, death, Disability or a Qualifying Termination, earned but unpaid Annual Bonus for the calendar year completed prior to the Termination Date to the extent provided for, and in accordance with, the terms of the Executive Incentive Plan or applicable successor plan thereto and subject to the satisfaction of the applicable performance criteria, (iii) in the event of a termination for retirement, death, Disability or a Qualifying Termination, a pro-rata Annual Bonus for the calendar year in which the Termination Date occurs, to the extent provided for, and in accordance with, the terms of the Executive Incentive Plan or applicable successor plan thereto and subject to the satisfaction of the applicable performance criteria (the "Pro-Rata Bonus"), (iv) unused vacation days (consistent with Section 2.5 hereof) paid out at the per-business-day Base Salary rate, (v) additional vested benefits (if any) in accordance with the applicable terms of applicable Company arrangements and (vi) any unreimbursed expenses in accordance with Section 2.6 hereof (collectively, the "Accrued Amounts").

(b) Extension Period. The Company may, upon delivery of a notice of termination pursuant to Section 3.1(a) (other than in connection with a termination for Cause), elect to extend the Executive's employment hereunder for a period of six (6) months (the "Extension Period") in a non-officer position. If the Company makes such election, then (i) during the Extension Period, the Executive shall perform such duties as may be assigned to the Executive by the Company's Chief Executive Officer and all of the provisions of this Agreement shall continue to apply, other than the first sentence of Section 1.2, and (ii) the Company may terminate the Executive's employment hereunder for any reason prior to the end of the Extension Period, and the Executive may voluntarily terminate his employment hereunder for any reason prior to the end of the Extension Period, in either case upon not less than thirty (30) days' prior notice to the other Party. If the Company does not make this election or the Company (other than in the case of a termination by the Company for Cause) or the Executive terminates the Executive's employment before the end

of the Extension Period, the Executive shall be entitled to a lump sum payment equal the Base Salary that would have been paid to the Executive had he remained employed through the end of the Extension Period (the “Extension Period Severance”).

3.2. Qualifying Terminations.

(a) If the Executive’s employment is terminated in a Qualifying Termination during the Employment Period, in addition to the Accrued Amounts, the Executive shall be entitled to (i) a payment equal to two (2) times the sum of his Base Salary at the rate in effect immediately prior to the Termination Date plus the Target Annual Bonus Opportunity for the year of such termination (the “Severance”); (ii) continuation on the same terms as an active employee (including, where applicable, coverage for the Executive and his dependents) of medical, dental, disability and life insurance benefits that the Executive would otherwise be eligible to receive as an active employee of the Company (“Benefit Continuation”) for eighteen (18) months following the Termination Date or, if earlier with respect to any particular benefit being continued, until the Executive becomes eligible for comparable benefits from a subsequent employer, which period of coverage shall be credited against the Company’s obligation to permit the Executive to elect continuation coverage under Section 4980B of the Code and any similar state law, (iii) the accelerated vesting of any equity or equity-based compensation held by the Executive as of the Termination Date, subject in the case of performance vesting awards that are intended to be exempt from the application of Section 162(m) of the Code, to the satisfaction of applicable performance criteria and (iv) payment of or reimbursement for the costs, fees and expenses of outplacement assistance services (not to exceed \$25,000).

(b) If participation in any of the Company plans or programs necessary to provide the benefits continuation described in Section 3.2(a) is not permitted under the terms of any plan or program or cannot be provided without penalty to the Company, the Company shall arrange at its own expense to provide the Executive with benefits substantially similar to those which the Executive would have been entitled to receive under such plans and programs. At the end of the period of coverage, the Executive shall have the right to have assigned to him, at no cost and with no apportionment of unpaid premiums, any assignable life insurance policy relating specifically to him.

(d) Definitions. For purposes of Section 3, the following terms have the following meanings:

(1) “Cause” shall mean one of the following has occurred: (A) the Executive’s engaging in conduct constituting (1) a felony or (2) a crime (whether or not a felony) involving moral turpitude, fraud, theft, breach of trust or other similar acts, whether of the United States or any state thereof or any similar foreign law to which the Executive may be subject that has a substantial and adverse effect on the Executive’s qualifications or ability to perform his duties, (B) the Executive’s engaging in conduct constituting willful misconduct, gross negligence or fraud that results in a significant risk of economic harm to the Company or any of its Affiliates, (C) the Executive’s material violation of a material written Company policy applicable to the Executive, (D) the Executive’s willful refusal to substantially perform his duties if such refusal is not remedied within fifteen (15) days after the Executive receives written notice thereof from the Company or (E) the Executive’s material violation of the provisions of Section 4 of this Agreement. Cause shall be presumed to exist by reason of the Executive having engaged in conduct described in clause (A) above if the Executive is indicted for, convicted of or enters a pleas of guilty or nolo contendere to such conduct provided, however, that if the Executive is terminated for Cause by reason of an indictment for conduct described in clause (A) above and the Executive disputes that such conduct occurred, the presumption shall be deemed to be rebutted if the indictment is subsequently dismissed or withdrawn or the Executive is found to be not guilty in a court of law in connection with such indictment, in which event the Executive’s termination shall be treated for purposes of this Employment Agreement as a termination by the Company other than for Cause or Disability upon such dismissal, withdrawal or finding of not guilty, and the Executive shall be entitled to receive (without duplication of benefits) the payments and benefits set forth in Section 3.2(a) as applicable following such dismissal, withdrawal or finding, payable in the manner and subject to the conditions set forth in such Section 3.2(a). For purposes of this Section 3.2(d)(1) no act, or failure to act, on the Executive’s part shall be deemed “willful” unless done, or omitted to be done, by the Executive not in good faith.

(2) “Disability” shall mean the Executive is entitled to and has begun to receive long-term disability benefits under the long-term disability plan of the Company in which Executive participates, or, if there is no such plan, the Executive’s inability, due to physical or mental illness, to perform the essential functions of the Executive’s job, with or without a reasonable accommodation, for 180 consecutive days.

(3) “Good Reason” shall mean one of the following has occurred without the Executive’s written consent: (i) a material and adverse change in the Executive’s duties, authority or responsibilities, (ii) the Executive being required to report to anyone other than the Chief Executive Officer or to anyone to whom the Chief Executive Officer reports, (iii) a reduction in the

Executive's base salary or Target Annual Bonus Opportunity, other than in connection with an across-the-board reduction applicable to all senior executives of the Company, (iv) the relocation of the Executive's principal place of business resulting in an increase in the Executive's one-way commute of more than thirty (30) miles, or (v) the failure of the Company to continue in effect a material incentive or other compensation plan, except to the extent the Company terminates or modifies such a plan in a manner that similarly affects other similarly situated senior executives of the Company. In the event the Executive believes Good Reason to exist, the Executive must provide the Company with written notice no later than ninety (90) days after the first occurrence of the event or condition the Executive claims constitutes Good Reason specifying the basis for the Executive's belief that Good Reason exists and must provide the Company with thirty (30) days to cure such event or condition. Failing such cure by the Company, a termination of employment by the Executive for Good Reason shall be effective on the day following the expiration of such cure period.

(4) "Qualifying Termination" means the termination of the Executive's employment (A) by the Company other than for Cause or Disability or (B) by the Executive for Good Reason.

3.3. Release

(a) The Company's obligation to pay the Severance pursuant to Section 3.2 (a) shall be conditioned upon the Executive having executed and delivered to the Company the release of claims substantially in the form attached hereto as Exhibit A (the "Release") and the period (if any) during which the Release can be revoked having expired within fifty-two (52) days after the earlier of (i) the Executive's Termination Date or (ii) January 15th of the year following the year in which the Extension Period commences (the "Applicable Date"). Subject to the previous sentence and to Section 6.3, the Severance, will be paid to the Executive on the first payroll date following the date that coincides with or immediately follows the date that is fifty-two (52) days following the date of the Applicable Date but in any event on or before the March 15th next following the Applicable Date.

(b) The Company's obligation to pay any of the other benefits provided in Section 3.2(a), the Extension Period Severance and the Pro-Rata Bonus shall be conditioned upon the Executive having executed and delivered to the Company the Release following the Executive's Termination Date and the period (if any) during which the Release can be revoked having expired within fifty-two (52) days after the Executive's Termination Date (which may be the Release executed pursuant to Section 3.2(a) if executed after the Executive's Termination Date). Subject

to the previous sentence and to Section 6.3, the Extended Period Severance, will be paid to the Executive on the first payroll date following the date that coincides with or immediately follows the date that is fifty-two (52) days following the Executive's Termination Date.

3.4 Exclusive Remedy. The foregoing payments upon termination of the Executive's employment shall constitute the exclusive severance payments and benefits due the Executive under this Agreement or otherwise upon a termination of his employment. For the avoidance of doubt, the benefits provided in Section 3.2 are in lieu of, and not in addition to, benefits under any Company or subsidiary severance program or policy that would otherwise be applicable to the Executive.

3.5. Resignation from All Positions. Upon the termination of the Executive's employment with the Company for any reason, the Executive shall resign, as of the Termination Date, from all positions he or she then holds as an officer, director, employee and member of the boards of directors (and any committee thereof) of the Company and its affiliates. The Executive shall be required to execute such writings as are required to effectuate the foregoing.

3.6. Cooperation. Following the termination of the Executive's employment with the Company for any reason, the Executive shall reasonably cooperate with the Company upon reasonable request of the Board or the Chief Executive Officer of the Company and be reasonably available to the Company (taking into account any other full-time employment of the Executive) with respect to matters arising out of the Executive's services to the Company and its subsidiaries. The Company shall reimburse the Executive for expenses reasonably incurred in connection with such matters and the Company shall compensate the Executive for such cooperation at an hourly rate based on the Executive's most recent base salary rate assuming two thousand (2,000) working hours per year.

Section 4. Unauthorized Disclosure; Non-Competition; Non-Solicitation; Interference with Business Relationships; Proprietary Rights.

4.1. Unauthorized Disclosure. The Executive agrees and understands that in the Executive's position with the Company, the Executive has been and will be exposed to and has and will receive information relating to the confidential affairs of the Company and its affiliates, including, without limitation, technical information, intellectual property, business and marketing plans, strategies, customer information, software, other information concerning the products, promotions, development, financing, expansion plans, business policies and practices of the Company and its affiliates and other forms of information considered by the Company and its

affiliates to be confidential or in the nature of trade secrets (including, without limitation, ideas, research and development, know-how, formulas, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals) (collectively, the “Confidential Information”). Confidential Information shall not include information that is generally known to the public or within the relevant trade or industry other than due to the Executive’s violation of this Section 4.1 or disclosure by a third party who is known by the Executive to owe the Company an obligation of confidentiality with respect to such information. The Executive agrees that at all times during the Executive’s employment with the Company and thereafter, the Executive shall not disclose such Confidential Information, either directly or indirectly, to any individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof (each a “Person”) without the prior written consent of the Company and shall not use or attempt to use any such information in any manner other than in connection with his employment with the Company, unless required by law to disclose such information, in which case the Executive shall provide the Company with written notice of such requirement as far in advance of such anticipated disclosure as possible. This confidentiality covenant has no temporal, geographical or territorial restriction. Upon termination of the Executive’s employment with the Company, the Executive shall promptly supply to the Company all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data and any other tangible product or document which has been produced by, received by or otherwise submitted to the Executive during or prior to the Executive’s employment with the Company, and any copies thereof in his (or capable of being reduced to his) possession; provided that nothing in this Agreement or elsewhere shall prevent the Executive from retaining and utilizing: documents relating to his personal benefits, entitlements and obligations; documents relating to his personal tax obligations; his desk calendar, rolodex, and the like; and such other records and documents as may reasonably be approved by the Company.

4.2. Non-Solicitation of Employees. During the Restriction Period, the Executive shall not directly or indirectly solicit (or assist any Person to solicit) for employment any person who is an employee of the Company or any of its affiliates; provided, however, that this Section 4.2 shall not prohibit the solicitation of any individual by means of an advertisement in a publication of general circulation.

4.3. Interference with Business Relationships. During the Restriction Period (other than in connection with carrying out his responsibilities for the Company and its affiliates), the Executive shall not directly or indirectly induce or solicit (or assist any Person to

induce or solicit) any customer or client of the Company or its subsidiaries to terminate its relationship or otherwise cease doing business in whole or in part with the Company or its affiliates, or directly or indirectly interfere with (or assist any Person to interfere with) any material relationship between the Company or its affiliates and any of its or their customers or clients so as to cause harm to the Company or its affiliates.

4.4. Proprietary Rights. The Executive shall disclose promptly to the Company any and all inventions, discoveries, and improvements (whether or not patentable or registrable under copyright or similar statutes), and all patentable or copyrightable works, initiated, conceived, discovered, reduced to practice, or made by him or her, either alone or in conjunction with others, during the Executive's employment with the Company and related to the business or activities of the Company and its affiliates (the "Developments"). Except to the extent any rights in any Developments constitute a work made for hire under the U.S. Copyright Act, 17 U.S.C. § 101 et seq. that are owned ab initio by the Company and/or its applicable affiliate, the Executive assigns and agrees to assign all of his right, title and interest in all Developments (including all intellectual property rights therein) to the Company or its nominee without further compensation, including all rights or benefits therefor, including without limitation the right to sue and recover for past and future infringement. The Executive acknowledges that any rights in any Developments constituting a work made for hire under the U.S. Copyright Act, 17 U.S.C § 101 et seq. are owned upon creation by the Company and/or its applicable affiliate as the Executive's employer. Whenever requested to do so by the Company, the Executive shall execute any and all applications, assignments or other instruments which the Company shall deem necessary to apply for and obtain trademarks, patents or copyrights of the United States or any foreign country or otherwise protect the interests of the Company and its affiliates therein. These obligations shall continue beyond the end of the Executive's employment with the Company with respect to inventions, discoveries, improvements or copyrightable works initiated, conceived or made by the Executive while employed by the Company, and shall be binding upon the Executive's employers, assigns, executors, administrators and other legal representatives. In connection with his execution of this Agreement, the Executive has informed the Company in writing of any interest in any inventions or intellectual property rights that he or she holds as of the date hereof. If the Company is unable for any reason, after reasonable effort, to obtain the Executive's signature on any document needed in connection with the actions described in this Section 4.4, the Executive hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Executive's agent and attorney in fact to act for and on the Executive's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 4.4 with the same legal force and effect as if executed by the Executive.

4.5. Confidentiality of Agreement. Other than with respect to information required to be disclosed by applicable law, the Parties hereto agree not to disclose the terms of this Agreement to any Person; provided the Executive may disclose this Agreement and/or any of its terms to the Executive's immediate family, financial advisors and attorneys, so long as the Executive instructs every such Person to whom the Executive makes such disclosure not to disclose the terms of this Agreement further. Anytime after this Agreement is filed with the SEC or any other government agency by the Company and becomes a public record, this provision shall no longer apply.

4.6. Remedies. The Executive agrees that any breach of the terms of this Section 4 would result in irreparable injury and damage to the Company for which the Company would have no adequate remedy at law; the Executive therefore also agrees that in the event of said breach or any threat of breach, the Company shall be entitled to seek an immediate injunction and restraining order to prevent such breach and/or threatened breach and/or continued breach by the Executive and/or any and all Persons acting for and/or with the Executive, without having to prove damages, in addition to any other remedies to which the Company may be entitled at law or in equity, including, without limitation, the obligation of the Executive to return any portion of the Severance Amount paid by the Company to the Executive. The terms of this Section 4.6 shall not prevent the Company from pursuing any other available remedies for any breach or threatened breach hereof, including, without limitation, the recovery of damages from the Executive. The Executive and the Company further agree that the provisions of the covenants contained in this Section 4 are reasonable and necessary to protect the businesses of the Company and its affiliates because of the Executive's access to Confidential Information and his material participation in the operation of such businesses.

Section 5. Representations. Each Party represents and warrants (i) that such Party is not subject to any contract, arrangement, agreement, policy or understanding, or to any statute, governmental rule or regulation, that in any way limits such Party's ability to enter into and fully perform such Party's obligations under this Agreement; (ii) that such Party is not otherwise unable to enter into and fully perform such Party's obligations under this Agreement (including the agreements of which forms are appended hereto); and (iii) that, upon the execution and delivery of this Agreement by both Parties, this Agreement shall be such Party's valid and binding obligation, enforceable against such Party in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. The Company represents and warrants that it is fully authorized by action

of the Board, and by actions of any other Person whose authorization is required, to enter into this Agreement and to perform its obligations under it.

Section 6. Taxes.

6.1. Withholding. All amounts paid to the Executive under this Agreement during or following the Employment Period shall be subject to withholding and other employment taxes imposed by applicable law. The Executive shall be solely responsible for the payment of all taxes imposed on the Executive relating to the payment or provision of any amounts or benefits hereunder.

6.2. Section 280G (a) Notwithstanding anything contained in this Agreement to the contrary, (i) to the extent that any payment or distribution of any type to or for the Executive by the Company, any Affiliate of the Company, any Person who acquires ownership or effective control of the Company or ownership of a substantial portion of the Company's assets (within the meaning of Section 280G of the Code) and all regulations, guidance, and other interpretative authority issued thereunder (collectively, "Section 280G") and the regulations thereunder), or any Affiliate of such Person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments") constitute "parachute payments" (within the meaning of Section 280G), and if (ii) such aggregate would, if reduced by all federal, state and local taxes applicable thereto, including the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), be less than the amount the Executive would receive, after all taxes, if the Executive received aggregate Payments equal (as valued under Section 280G) to only three times the Executive's "base amount" (within the meaning of Section 280G), less \$1.00, then (iii) such Payments shall be reduced (but not below zero) if and to the extent necessary so that no Payments to be made or benefit to be provided to the Executive shall be subject to the Excise Tax. All determinations required to be made under this Section 6.2 shall be made by a nationally recognized accounting firm that is (i) not serving as accountant or auditor for the individual, entity or group effecting the change in control and (ii) selected by the Company with the consent of the Executive which consent shall not be unreasonably withheld, conditioned or delayed (the "Accounting Firm"), which shall provide detailed supporting calculations (which detailed supporting calculations shall include specific information about each Payment (including the amount of each Payment) and such other information as the Executive shall reasonably request or need to make the determination required of the Executive under this Section 6.2 both to the Company and the Executive within thirty (30) business days after the Termination Date (or such earlier time as is requested by the Company). Any such determination by the Accounting Firm shall be binding upon the Company and the Executive. If the Payments are so reduced, the Company shall reduce or

eliminate the Payments (A) by first reducing or eliminating the portion of the Payments which are not payable in cash (other than that portion of the Payments subject to clause (C) hereof), (B) then by reducing or eliminating cash payments (other than that portion of the Payments subject to clause (C) hereof) and (C) then by reducing or eliminating the portion of the Payments (whether payable in cash or not payable in cash) to which Treasury Regulation § 1.280G-1 Q/A 24(c) (or successor thereto) applies, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time.

(b) It is possible that after the determinations and selections made pursuant to this Section 6.2 the Executive will receive Payments that are, in the aggregate, either more or less than the amount provided under this Section 6.2 (hereafter referred to as an “Excess Payment” or “Underpayment,” respectively). If it is established, pursuant to a final determination of a court or an Internal Revenue Service proceeding that has been finally and conclusively resolved, that an Excess Payment has been made, then the Executive shall promptly pay an amount equal to the Excess Payment to the Company, together with interest on such amount at the applicable federal rate (as defined in and under Section 1274(d) of the Code) from the date of the Executive’s receipt of such Excess Payment until the date of such payment. In the event that it is determined (i) by a court or (ii) by the Accounting Firm upon request by a Party, that an Underpayment has occurred, the Company shall promptly pay an amount equal to the Underpayment to the Executive, together with interest on such amount at the applicable federal rate from the date such amount would have been paid to the Executive had the provisions of this Section 6.2 not been applied until the date of such payment.

6.3 Section 409A. (a) The parties intend that any compensation, benefits and other amounts payable or provided to the Executive under this Agreement are intended to be paid or provided in compliance with Section 409A of Code, and all regulations, guidance, and other interpretative authority issued thereunder (collectively, “Section 409A”). such that there will be no adverse tax consequences, interest, or penalties for the Executive under Section 409A as a result of the payments and benefits so paid or provided to him. The parties agree to modify this Agreement, or the timing (but not the amount) of the payment hereunder of severance or other compensation, or both, and any reimbursements to the extent necessary to comply with and to the extent permissible under Section 409A.

(b) The terms “terminate,” “terminated” and “termination” mean a termination of the Executive’s employment that constitutes a “separation from service” within the meaning of the default rules under Section 409A and the date of the Executive’s separation from

service shall be treated as the Executive's Termination Date for purpose of determining the time of payment of any amount that becomes payable to Executive pursuant to Section 3 hereof upon the termination of his employment and that is treated as a "deferral of compensation" within the meaning of Section 409A.

(c) In the case of any amounts that are payable to the Executive under this Agreement in the form of installment payments, the Executive's right to receive such payments shall be treated as a right to receive a series of separate payments for purposes of Section 409A.

(d) If the Executive is a "specified employee" within the meaning of Section 409A at the time of his Separation From Service within the meaning of Section 409A, then any payment otherwise required to be made to him under this Agreement on account of his termination of employment, to the extent such payment (after taking in to account all exclusions applicable to such payment under Section 409A) is properly treated as deferred compensation subject to Section 409A, shall not be made until the first business day after (i) the expiration of six months from the date of Executive's Termination Date, or (ii) if earlier, the date of Executive's death (the "Delayed Payment Date"). On the Delayed Payment Date, there shall be paid to the Executive or, if the Executive has died, to the Executive's estate, in a single cash lump sum, an amount equal to the aggregate amount of the payments delayed pursuant to the preceding sentence.

(e) To the extent that the reimbursement of any expenses or the provision of any in-kind benefits pursuant to this Agreement constitutes a "deferral of compensation" within the meaning of Section 409A, (i) the amount of such expenses eligible for reimbursement, or in-kind benefits to be provided hereunder during any one calendar year shall not affect the amount of such expenses eligible for reimbursement or in-kind benefits to be provided hereunder in any other calendar year (except for any life-time or other aggregate limitation applicable to medical expenses); (ii) all such expenses eligible for reimbursement hereunder shall be paid to the Executive as soon as administratively practicable after any documentation required for reimbursement for such expenses has been submitted, but in any event by no later than December 31 of the calendar year following the calendar year in which such expenses were incurred; (iii) the Executive's right to receive any such reimbursements or in-kind benefits shall not be subject to liquidation or exchange for any other benefit and (iv) the reimbursements shall be made pursuant to objectively determinable and nondiscretionary Company policies and procedures regarding such reimbursement of expenses

Section 7. Miscellaneous.

7.1. Indemnification. The Company shall indemnify the Executive to the fullest extent permitted by applicable law in the event that he or she was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that the Executive is or was a director, officer, employee or agent of the Company or any of its affiliates. Expenses incurred by the Executive in defending any such claim, action, suit or proceeding shall accordingly be paid by the Company in advance of the final disposition of such claim, action, suit or proceeding upon receipt of an undertaking by or on behalf of the Executive to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as authorized in this Section 7.1. In addition, a directors' and officers' liability insurance policy (or policies) shall be kept in place, during the Employment Period and thereafter for the duration of any period in which a civil, equitable, criminal or administrative proceeding may be brought against the Executive, providing coverage to the Executive that is no less favorable to the Executive in any respect (including with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided with respect to periods after the Effective Date to any other present or former senior executive or director of the Company.

7.2. Amendments and Waivers. This Agreement and any of the provisions hereof may be amended, waived (either generally or in a particular instance and either retroactively or prospectively), modified or supplemented, in whole or in part, only by written agreement signed by the Parties hereto; provided, that, the observance of any provision of this Agreement may be waived in writing by the Party that will lose the benefit of such provision as a result of such waiver. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

7.3. Assignment; No Third-Party Beneficiaries. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that such rights and obligations may be assigned or transferred pursuant to a merger or consolidation, or the sale or liquidation of all or substantially all of the business and assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the business and assets

of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. In the event of any merger, consolidation, other combination, sale of business and assets, or liquidation as described in the preceding sentence, the Company shall use its best reasonable efforts to cause such assignee or transferee to promptly and expressly assume the liabilities, obligations and duties of the Company hereunder. The duties and covenants of Executive under this Agreement, being personal, may not be assigned or delegated. All amounts that become payable to the Executive hereunder shall, in the event of the Executive's death, be paid to his beneficiary or beneficiaries designated hereunder. The Executive shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following the Executive's death by giving written notice thereof to the Company.

7.4. Notices. Unless otherwise provided herein, all notices, requests, demands, claims and other communications to be given or delivered under or by reason of the provisions of this Employment Agreement shall be in writing and shall be deemed to have been duly received (a) upon receipt by hand delivery, (b) upon receipt after being mailed by certified or registered mail, postage prepaid, (c) the next business day after being sent via a nationally recognized overnight courier, or (d) upon confirmation of delivery when sent via facsimile to the recipient. Such notices, demands and other communications shall be sent to the address or facsimile number indicated below:

If to the Company:

333 E. Franklin St.
Richmond, VA 23219
Attn: General Counsel
Facsimile:

If to the Executive:

During the Employment Period, at his principal office at the Company (including designated facsimile number), and at all times to his principal residence or home facsimile number as reflected in the records of the Company.

Either Party may change its facsimile number or its address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties hereto notice in the manner set forth in this Section 7.4.

7.5. Governing Law. This Agreement shall be construed and enforced in accordance with, and the laws of the Commonwealth of Virginia hereto shall govern the rights and obligations of the parties, without giving effect to the conflicts of law principles thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the Parties, the Parties hereby submit to and consent to the jurisdiction of the Commonwealth of Virginia and agree that such litigation shall be conducted only in the United States District Court for the Eastern District of Virginia (or, if that court does not have jurisdiction, the Circuit Court for the City of Richmond, Virginia).

7.6. Severability. Whenever possible, each provision or portion of any provision of this Agreement, including those contained in Section 4 hereof, will be interpreted in such manner as to be effective and valid under applicable law but the invalidity or unenforceability of any provision or portion of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision or portion of any provision, in any other jurisdiction. In addition, should a court or arbitrator determine that any provision or portion of any provision of this Agreement, including those contained in Section 4 hereof, is not reasonable or valid, either in period of time, geographical area, or otherwise, the Parties hereto agree that such provision should be interpreted and enforced to the maximum extent which such court or arbitrator deems reasonable or valid.

7.7. Entire Agreement. From and after the Effective Date, this Agreement constitutes the entire agreement between the Parties hereto, and supersedes all prior representations, agreements and understandings (including the Prior Agreement and any prior course of dealings), both written and oral, between the Parties hereto with respect to the subject matter hereof.

7.8. Counterparts. This Agreement may be executed by .pdf or facsimile signatures in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

7.9. Binding Effect. This Agreement shall inure to the benefit of, and be binding on, the successors and assigns of each of the Parties, including, without limitation, the

Executive's heirs and the personal representatives of the Executive's estate and any successor to all or substantially all of the business and/or assets of the Company.

7.10. General Interpretive Principles. The name assigned this Agreement and headings of the sections, paragraphs, subparagraphs, clauses and subclauses of this Agreement are for convenience of reference only and shall not in any way affect the meaning or interpretation of any of the provisions hereof. Words of inclusion shall not be construed as terms of limitation herein, so that references to "include," "includes" and "including" shall not be limiting and shall be regarded as references to non-exclusive and non-characterizing illustrations. Any reference to a Section of the Code shall be deemed to include any successor to such Section.

7.11. Mitigation/Offset. The Executive shall be under no obligation to seek other employment or to otherwise mitigate the obligations of the Company under this Agreement, and there shall be no offset against amounts or benefits due Executive under this Agreement or otherwise on account of any claim (other than any preexisting debts then due in accordance with their terms) the Company or its affiliates may have against the Executive or any remuneration or other benefit earned or received by Executive after such termination.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

MEDIA GENERAL, INC.

By: _____
Name:

Title:

JAMES F. WOODWARD

James F. Woodward

[Signature Page to Employment Agreement]

Exhibit A

Release

1. In consideration of the payments and benefits to be made under the Amended and Restated Employment Agreement, dated as of August ____, 2015 (the "Employment Agreement"), by and between James F. Woodward (the "Executive") and Media General, Inc. (the "Company") (each of the Executive and the Company, a "Party" and collectively, the "Parties"), the sufficiency of which the Executive acknowledges, the Executive, with the intention of binding himself or herself and his heirs, executors, administrators and assigns, does hereby release, remise, acquit and forever discharge the Company and each of its subsidiaries and affiliates (the "Company Affiliated Group"), their present and former officers, directors, executives, shareholders, agents, attorneys, employees and employee benefit plans (and the fiduciaries thereof), and the successors, predecessors and assigns of each of the foregoing (collectively, the "Company Released Parties"), of and from any and all claims, actions, causes of action, complaints, charges, demands, rights, damages, debts, sums of money, accounts, financial obligations, suits, expenses, attorneys' fees and liabilities of whatever kind or nature in law, equity or otherwise, whether accrued, absolute, contingent, unliquidated or otherwise and whether now known or unknown, suspected or unsuspected, which the Executive, individually or as a member of a class, now has, owns or holds, or has at any time heretofore had, owned or held, arising on or prior to the date hereof, against any Company Released Party that arises out of, or relates to, the Employment Agreement, the Executive's employment with the Company or any of its subsidiaries and affiliates, or any termination of such employment, including claims (i) for severance or vacation benefits, unpaid wages, salary or incentive payments, (ii) for breach of contract, wrongful discharge, impairment of economic opportunity, defamation, intentional infliction of emotional harm or other tort, (iii) for any violation of applicable state and local labor and employment laws (including, without limitation, all laws concerning unlawful and unfair labor and employment practices) and (iv) for employment discrimination under any applicable federal, state or local statute, provision, order or regulation, and including, without limitation, any claim under Title VII of the Civil Rights Act of 1964 ("Title VII"), the Civil Rights Act of 1988, the Fair Labor Standards Act, the Americans with Disabilities Act ("ADA"), the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Age Discrimination in Employment Act ("ADEA"), and any similar or analogous state statute, excepting only:

- A. rights of the Executive arising under, or preserved by, this Release or Section 3 of the Employment Agreement;
- B. the right of the Executive to receive COBRA continuation coverage in accordance with applicable law;
- C. claims for benefits under any health, disability, retirement, life insurance or other, similar employee benefit plan (within the meaning of Section 3(3) of ERISA) of the Company Affiliated Group;
- D. rights to indemnification the Executive has or may have under the by-laws or certificate of incorporation of any member of the Company Affiliated Group or as an insured under any director's and officer's liability insurance policy now or previously in force; and

2. The Executive acknowledges and agrees that this Release is not to be construed in any way as an admission of any liability whatsoever by any Company Released Party, any such liability being expressly denied.

3. This Release applies to any relief no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, and attorneys' fees and expenses.

4. The Executive specifically acknowledges that his acceptance of the terms of this Release is, among other things, a specific waiver of his rights, claims and causes of action under Title VII, ADEA, ADA and any state or local law or regulation in respect of discrimination of any kind; provided, however, that nothing herein shall be deemed, nor does anything contained herein purport, to be a waiver of any right or claim or cause of action which by law the Executive is not permitted to waive.

5. As to rights, claims and causes of action arising under ADEA, the Executive acknowledges that he or she has been given a period of twenty-one (21) days to consider whether to execute this Release. If the Executive accepts the terms hereof and executes this Release, he or she may thereafter, for a period of seven (7) days following (and not including) the date of execution, revoke this Release as it relates to the release of claims arising under ADEA. If no such revocation occurs, this Release shall become irrevocable in its entirety, and binding and enforceable against the Executive, on the day next following the day on which the foregoing seven-day period has elapsed. If such a revocation occurs, the Executive shall irrevocably forfeit any right to payment

of any cash severance or the Benefit Continuation (as defined in the Employment Agreement), but the remainder of the Employment Agreement shall continue in full force.

6. Other than as to rights, claims and causes of action arising under ADEA, this Release shall be immediately effective upon execution by the Executive.

7. The Executive acknowledges and agrees that he or she has not, with respect to any transaction or state of facts existing prior to the date hereof, filed any complaints, charges or lawsuits against any Company Released Party with any governmental agency, court or tribunal.

8. The Executive acknowledges that he or she has been advised to seek, and has had the opportunity to seek, the advice and assistance of an attorney with regard to this Release, and has been given a sufficient period within which to consider this Release.

9. The Executive acknowledges that this Release relates only to claims that exist as of the date of this Release.

10. The Executive acknowledges that the severance payments and benefits he or she is receiving in connection with this Release and his obligations under this Release are in addition to anything of value to which the Executive is entitled from the Company.

11. Each provision hereof is severable from this Release, and if one or more provisions hereof are declared invalid, the remaining provisions shall nevertheless remain in full force and effect. If any provision of this Release is so broad, in scope, or duration or otherwise, as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

12. This Release constitutes the complete agreement of the Parties in respect of the subject matter hereof and shall supersede all prior agreements between the Parties in respect of the subject matter hereof except to the extent set forth herein.

13. The failure to enforce at any time any of the provisions of this Release or to require at any time performance by another party of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or to affect the validity of this Release, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Release.

14. This Release may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be deemed effective for all purposes.

15. This Release shall be binding upon any and all successors and assigns of the Executive and the Company.

16. Except for issues or matters as to which federal law is applicable, this Release shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to the conflicts of law principles thereof.

[signature page follows]

IN WITNESS WHEREOF, this Release has been signed by or on behalf of each of the Parties, all as of _____.

By:

Name:

Title:

JAMES F. WOODWARD

[Signature Page to Release]

CERTIFICATION PURSUANT TO RULE 13a-14(a) and RULE 15d-14(a)
OF THE SECURITIES EXCHANGE ACT AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Vincent L. Sadusky, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Media General, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2015

By: /s/ Vincent L. Sadusky

Vincent L. Sadusky
President and Chief Executive Officer

CERTIFICATION PURSUANT TO RULE 13a-14(a) and RULE 15d-14(a)
OF THE SECURITIES EXCHANGE ACT AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James F. Woodward, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Media General, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2015

By: /s/ James F. Woodward

James F. Woodward
Senior Vice President, Chief Financial
Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Media General, Inc. (the "Company") on Form 10-Q for the quarterly period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), we, Vincent L. Sadusky, Chief Executive Officer, and James F. Woodward, Senior Vice President, Chief Financial Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Vincent L. Sadusky

Vincent L. Sadusky

President and Chief Executive Officer

November 6, 2015

By: /s/ James F. Woodward

James F. Woodward

Senior Vice President, Chief Financial
Officer

November 6, 2015