

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) January 26, 2015 (January 22, 2015)

**MEDIA GENERAL, INC.**

(Exact name of registrant as specified in its charter)

**Commonwealth of Virginia**

(State or other jurisdiction  
of incorporation)

**1-6383**

(Commission  
File Number)

**46-5188184**

(I.R.S. Employer  
Identification No.)

**333 E. Franklin St., Richmond, VA**

(Address of principal executive offices)

**23219**

(Zip Code)

Registrant's telephone number, including area code **(804) 887-5000**

**N/A**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement**

On January 22, 2015, MGOC, Inc. (F/K/A Media General, Inc.) and LIN Television Corporation (each a wholly owned subsidiary of Media General, Inc., the “Borrowers”) entered into Amendment No. 4 to Credit Agreement (“Amendment No. 4”), with Royal Bank of Canada (“RBC”), as Administrative Agent, and the other revolving lenders and parties thereto. Pursuant to Amendment No. 4, the financial covenant relating to the consolidated total net leverage ratio shall, effective as of the closing date of the business combination by Media General Inc. with LIN Media LLC, only apply to the Revolving Credit Facility and shall be in effect only when the aggregate amount of Letters of Credit (other than those Cash Collateralized in an amount equal to the Outstanding Amount thereof) and/or Revolving Credit Loans outstanding exceed 30% of the Revolving Credit Commitments on the last day of any fiscal quarter or fiscal year, as applicable.

The description of Amendment No. 4 above does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment No. 4, which is attached as Exhibit 10.1 to this Form 8-K and incorporated in this Item 1.01 by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information contained in Item 1.01 above regarding Amendment No. 3 is hereby incorporated by reference into this Item 2.03.

**Item 9.01 Financial Statements and Exhibits.**

d) Exhibits

10.1 Amendment No. 4 to Credit Agreement dated as of January 22, 2015, among MGOC, Inc., LIN Television Corporation, Royal Bank of Canada, as Administrative Agent, and other revolving lenders and parties thereto.

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**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 hereunto duly authorized.

**MEDIA GENERAL, INC.**  
(Registrant)

Date: January 26, 2015

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

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## EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|-------------|
|-------------|-------------|

|      |   |
|------|---|
| 10.1 | Amendment No. 4 to Credit Agreement dated as of January 22, 2015, among MGOC, Inc., LIN Television Corporation, Royal Bank of Canada, as Administrative Agent, and other revolving lenders and parties thereto. |
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**AMENDMENT NO. 4 TO CREDIT AGREEMENT**

AMENDMENT NO. 4 TO CREDIT AGREEMENT (this "Amendment"), dated as of January 22, 2015, among MGOC, INC. (F/K/A MEDIA GENERAL, INC.) (the "Borrower Representative"), LIN TELEVISION CORPORATION (the "LIN Borrower" and, together with the Borrower Representative, the "Borrowers"), each other Loan Party party hereto, each Revolving Credit Lender party hereto, and ROYAL BANK OF CANADA (acting through one or more of its branches or any Affiliate thereof, collectively, "Royal Bank"), as Administrative Agent (in such capacity, the "Administrative Agent"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Existing Credit Agreement referred to below.

**PRELIMINARY STATEMENTS:**

(1) The Borrowers, the Lenders party thereto and Royal Bank as Administrative Agent entered into that certain Credit Agreement, dated as of July 31, 2013 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date of this Amendment, including as amended and restated by Amendment No. 1 to Credit Agreement, dated as of April 15, 2014, as amended by Incremental Facility Amendment No. 1, dated as of August 29, 2014, as amended by Amendment No. 2 to Credit Agreement, dated as of October 28, 2014, as amended by Amendment No. 3 to Credit Agreement, dated as of November 7, 2014 and as amended by Incremental Facility Amendment No. 2 dated as of December 19, 2014, the "Existing Credit Agreement"; the Existing Credit Agreement, as amended by this Amendment and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

(2) The Borrowers and the other Loan Parties have requested that the Revolving Credit Lenders agree to amend certain provisions of the Existing Credit Agreement as provided herein.

NOW THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Amendments to the Loan Documents. The Existing Credit Agreement is, effective as of the Acquisition Effective Date and subject to the satisfaction of the conditions precedent set forth in Section 2 of this Agreement, amended by adding the following new paragraph to the end of Section 7.10(a) thereof:

"Notwithstanding the foregoing, this Section 7.10(a): (i) shall only apply to the Revolving Credit Facility, (ii) may be amended, waived or otherwise modified with only the written consent of the Required Revolving Credit Lenders and (iii) shall be in effect (and shall only be in effect) when the aggregate amount of Letters of Credit (other than those Cash Collateralized in an amount equal to the Outstanding Amount thereof) and/or Revolving Credit Loans outstanding (it being understood that in all cases calculation of compliance with this Section 7.10(a) shall be determined as of the last day of each Test Period) exceed 30% of the Revolving Credit Commitments on the last day of the fiscal quarter or fiscal year, as applicable, for such Test Period (and for the avoidance of doubt, (A) shall not be tested for maintenance purposes for any applicable fiscal quarter or fiscal year to the extent the aggregate amount of Letters of Credit (other than those Cash Collateralized in an amount equal to the Outstanding Amount thereof) and/or Revolving Credit Loans outstanding does not exceed 30% of the Revolving Credit Commitments on the last day of such period and (B) subject to clause (i) of the last paragraph of Section 8.01)."

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SECTION 2. Conditions to Effectiveness. This Amendment shall become effective as of the Acquisition Effective Date when, and only when, each of the following conditions have been satisfied or waived in accordance with the terms therein:

- (a) The Administrative Agent shall have received counterparts of this Amendment executed by the Borrowers, the other Loan Parties and the Required Revolving Credit Lenders;
- (b) The Borrowers shall have paid all reasonable fees and expenses (including the reasonable fees and expenses of Paul Hastings LLP) incurred in connection with the preparation, negotiation and execution of this Amendment and other matters relating to the Existing Credit Agreement to the extent invoiced prior to the date hereof; and
- (c) Prior to and after giving effect to the Amendment, (i) the representations and warranties of the Borrowers and each other Loan Party contained in the Existing Credit Agreement and each other Loan Document (including in Section 4 hereof) shall be true and correct in all material respects on and as of the date hereof; provided, that, to the extent that such representations and warranties specifically refer to an earlier date, they shall be true and correct in all material respects as of such earlier date; provided, further, that any representation and warranty that is qualified as to “materiality”, “Material Adverse Effect” or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates, (ii) no Default shall exist, or would result on the date hereof before or after giving effect to the effectiveness of this Amendment.

SECTION 3. Consent and Affirmation of the Loan Parties. Each Loan Party hereby consents to the amendment of the Existing Credit Agreement effected hereby and confirms and agrees that, notwithstanding the effectiveness of this Amendment, each Loan Document to which such Loan Party is a party is, and the obligations of such Loan Party contained in the Existing Credit Agreement, this Amendment or in any other Loan Document to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, in each case as amended by this Amendment. For greater certainty and without limiting the foregoing, each Loan Party hereby confirms that the validity, perfection and priority of existing security interests granted by such Loan Party in favor of the Secured Parties pursuant to the Loan Documents in the Collateral described therein shall continue unimpaired with the same priority to secure the obligations of the Loan Parties under the Existing Credit Agreement and the other Loan Documents as and to the extent provided in the Loan Documents and in the case of any Guarantor, its Guarantee of the Obligations, as and to the extent provided in the Loan Documents, shall continue in full force and effect.

SECTION 4. Confirmation of Representations and Warranties. (a) Each Loan Party hereby represents and warrants, on and as of the date hereof, that the representations and warranties contained in the Loan Documents are true and correct in all material respects on and as of the date hereof, before and after giving effect to this Amendment, as though made on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date.

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(b) Each Loan Party represents and warrants, on and as of the date hereof, that: (i) it has the requisite power to execute and deliver this Amendment, and all corporate or other action required to be taken by it for the due and proper authorization, execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby has been duly and validly taken; (ii) this Amendment has been duly authorized, executed and delivered by it; and (iii) no action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution and delivery of this Amendment except for such actions, consents, approvals, registrations or filings, the failure of which to be obtained or made could not reasonably be expected to have a Material Adverse Effect.

(c) Each Loan Party hereby acknowledges that it has been provided with a copy of each of the Existing Credit Agreement and the other Loan Documents.

(d) Each Loan Party hereby represents and warrants that, on and as of the date hereof, no event has occurred and is continuing that constitutes a Default.

SECTION 5. Reference to and Effect on the Credit Agreement.

(a) On and after the date hereof, each reference in the Credit Agreement to “this Agreement”, “hereunder” or “hereof”, and in each other Loan Document to “the Credit Agreement”, “thereunder” or “thereof”, or in each case words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement as specifically amended by this Amendment, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. This Amendment shall be a “Loan Document” for purposes of the definition thereof in the Existing Credit Agreement.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Administrative Agent under the Existing Credit Agreement or any other Loan Document.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or in “pdf” or similar format by electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Headings. Section headings are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

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SECTION 9. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired hereby.

SECTION 10. Notices; Successors; Waiver of Jury Trial. All communications and notices hereunder shall be given as provided in the Existing Credit Agreement. The terms of this Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Each of the parties hereto irrevocably waives trial by jury in any action or proceeding with respect to this Amendment or any other Loan Document.

SECTION 11. No Novation, Etc. This Amendment shall not constitute a novation of any amount owing under the Existing Credit Agreement and all amounts owing in respect of principal, interest, fees and other amounts pursuant to the Existing Credit Agreement and the other Loan Documents shall, to the extent not paid or exchanged on or prior to the date hereof, shall continue to be owing under the Existing Credit Agreement or such other Loan Documents until paid in accordance therewith.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized officers as of the date first above written.

MGOC, INC. (F/K/A MEDIA GENERAL, INC.)

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

LIN TELEVISION CORPORATION

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

[Signature Page to Amendment No. 4]

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MEDIA GENERAL, INC.

By:           /s/ James F. Woodward          

Name: James F. Woodward

Title: Senior Vice President and Chief Financial Officer

[Signature Page to Amendment No. 4]

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BIRMINGHAM BROADCASTING CO., INC.  
BIRMINGHAM BROADCASTING (WVTM-TV) LLC  
BLOCKDOT, INC.  
MGDT, INC. (f/k/a DEALTAKER, INC.)  
MEDIA GENERAL COMMUNICATIONS HOLDINGS, LLC  
MEDIA GENERAL COMMUNICATIONS, INC.  
MEDIA GENERAL OPERATIONS, INC.  
NES II, INC.  
PROFESSIONAL COMMUNICATIONS SYSTEMS, INC.  
VIRGINIA PAPER MANUFACTURING CORP.  
MEDIA GENERAL BROADCASTING, LLC  
YOUNG BROADCASTING SHARED SERVICES, INC.  
LAT, INC.  
YBT, INC.  
YBK, INC.  
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 RAPID CITY, INC.  
YOUNG BROADCASTING OF RICHMOND, INC.  
YOUNG BROADCASTING OF SAN FRANCISCO, INC.  
YOUNG BROADCASTING OF SIOUX FALLS, INC.  
YOUNG BROADCASTING OF NASHVILLE LLC  
YOUNG BROADCASTING, LLC  
WHTM ACQUISITION LLC

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

[Signature Page to Amendment No. 4]

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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

[Signature Page to Amendment No. 4]

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

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

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

TVL BROADCASTING OF RHODE ISLAND, LLC  
LIN STUDIOS, 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

[Signature Page to Amendment No. 4]

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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

LIN TELEVISION OF TEXAS, INC.

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

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ROYAL BANK OF CANADA,  
as Administrative Agent

By:       /s/ Yvonne Brazier      

Name: Yvonne Brazier

Title: Manager, Agency

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ROYAL BANK OF CANADA,  
as a Lender, Issuing Bank and Swing Line Lender

By: /s/ Alfonse Simone\_\_\_\_\_

Name: Alfonse Simone

Title: Authorized Signatory

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Signatures of the requisite number of other Revolving Credit Lenders are on file with the Administrative Agent.