

PLAN OF MERGER

merging

**MONTAGE MERGER SUB 2, INC.,
an Iowa corporation**

with and into

**MEREDITH CORPORATION,
an Iowa corporation**

1. Merger. In accordance with the Iowa Business Corporation Act (the “IBCA”), upon the effective time and date set forth in the Articles of Merger to be filed with the Iowa Secretary of State (such time being referred to herein as the “Merger Effective Time”), Montage Merger Sub 2, Inc., an Iowa corporation (“Merger Sub”) and a direct, wholly owned subsidiary of Montage New Holdco, Inc., a Virginia corporation (“New Holdco”), shall be merged (the “Merger”) with and into Marigold, an Iowa corporation (“Marigold”). Marigold shall be the surviving corporation in the Merger (“Marigold Surviving Corporation”), and shall continue its existence as a corporation under the Laws of the State of Iowa. As of the Merger Effective Time, the separate legal existence of Merger Sub shall cease.

2. Effects of the Merger. The Merger shall have the effects set forth in Section 490.1107 of the IBCA. Without limiting the foregoing, from and after the Merger Effective Time, Marigold Surviving Corporation shall possess all properties, rights, privileges, powers and franchises of Marigold and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of Marigold and Merger Sub shall become the claims, obligations, liabilities, debts and duties of Marigold Surviving Corporation.

3. Articles of Incorporation and Bylaws of Marigold Surviving Corporation. At the Merger Effective Time, the articles of incorporation of Merger Sub as are in effect immediately prior to the Merger Effective Time shall be amended to read in their entirety as set forth in Exhibit A attached hereto and the bylaws of Merger Sub as are in effect immediately prior to the Merger Effective Time shall be amended to read in their entirety as set forth in Exhibit B attached hereto, and such articles of incorporation and bylaws, as so amended, shall be from and after the Merger Effective Time the articles of incorporation and bylaws of the Marigold Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable Law.

4. Directors and Officers of the Marigold Surviving Corporation. Prior to the closing of the Merger, (i) the directors mutually agreed to by Montage and Marigold shall be the directors of the Marigold Surviving Corporation until the earlier of their death, resignation, removal, expiration of their term or the time at which their respective successors are duly elected or appointed and qualified, and (ii) the officers mutually agreed to by Montage and Marigold shall be the officers of the Marigold Surviving Corporation until the earlier of their death,

resignation or removal or the time at which their respective successors are duly elected or appointed and qualified.

5. Manner and Basis of Converting Shares of Capital Stock. At the Merger Effective Time, by virtue of the Merger and without any action on the part of Montage, New Holdco, Merger Sub, Marigold or any shareholder thereof:

(a) Subject to Section 7, each Marigold Common Share issued and outstanding immediately prior to the Merger Effective Time, other than any Marigold Cancelled Shares and any shares of Marigold Class B Common Stock that constitute Marigold Dissenting Shares, shall automatically be converted, subject to the terms, conditions and procedures set forth in Section 5, Section 6 and Section 7, into the right to receive the following: (A) \$34.57 in cash, without interest (the “Cash Consideration”); and (B) 1.5214 (the “Marigold Exchange Ratio”) validly issued, fully paid and non-assessable shares of New Holdco Voting Common Stock (the “Stock Consideration” and collectively with the Cash Consideration, the “Marigold Merger Consideration”);

(b) Each Marigold Cancelled Share shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor; and

(c) Each share of Merger Sub Common Stock issued and outstanding immediately prior to the Merger Effective Time shall be converted into and become one (1) fully paid, validly issued and non-assessable share of Marigold Surviving Corporation Voting Common Stock.

6. Share Options and Other Share-Based Awards.

(a) Each Marigold Share Option that is outstanding and unexercised immediately prior to the Merger Effective Time shall, as of the Merger Effective Time, be assumed by New Holdco and become, as of the Merger Effective Time, an option (a “Marigold Exchange Option”) to purchase, on the same terms and conditions (including applicable exercise and expiration provisions but taking into account any acceleration of vesting as of the Merger Effective Time provided for under the terms of the Marigold Incentive Plans and award agreements thereunder applicable to such Marigold Share Option) as applied to each such Marigold Share Option immediately prior to the Merger Effective Time, shares of New Holdco Voting Common Stock, except that (i) the number of shares of New Holdco Voting Common Stock subject to the Marigold Exchange Option shall equal the product of the number of shares of Marigold Common Stock that were subject to such Marigold Share Option immediately prior to the Merger Effective Time multiplied by the Marigold Equity Award Exchange Ratio, with the result rounded down to the nearest whole number and (ii) the per share exercise price of each such Marigold Exchange Option will be equal to the quotient determined by dividing the exercise price per share at which such Marigold Share Option was exercisable immediately prior to the Merger Effective Time by the Marigold Equity Award Exchange Ratio, with the result rounded up to the nearest whole cent.

(b) Each share of Marigold Restricted Shares and each right of any kind, contingent or accrued, to receive shares of Marigold Common Stock or benefits measured in

whole or in part by the value of a number of shares of Marigold Common Stock granted by Marigold outstanding immediately prior to the Merger Effective Time (including restricted stock units, stock equivalent units, phantom units, deferred stock units, stock equivalents and dividend equivalents), other than Marigold Share Options (each, other than Marigold Share Options, a “Marigold Share-Based Award”), shall, as of the Merger Effective Time, to the extent such Marigold Share-Based Award vests and its vesting restriction lapse as of the Merger Effective Time in accordance with its terms, vest and all time vesting restrictions shall lapse, and, in exchange for the cancellation of such Marigold Share-Based Award, entitle the holder to the Marigold Merger Consideration, plus any accrued, but unpaid dividends and dividend equivalents with respect to each share of Marigold Common Stock subject to the Marigold Share-Based Award (the “Marigold Share-Based Award Payment”). Any Marigold Share-Based Award that does not, by its terms, vest and have all time-vesting restrictions lapse as of the Merger Effective Time shall be referred to as the “Marigold Rollover Share-Based Awards”. The portion of any Marigold Share-Based Award Payment consisting of Cash Consideration and unpaid dividends and dividend equivalents shall be made by the Marigold Surviving Corporation, net of any applicable withholding Taxes with respect to the full amount of the Marigold Share-Based Award Payment (including both the amount of any Cash Consideration and the value of any Stock Consideration), through, to the extent applicable, the Marigold Surviving Corporation’s payroll on the next administratively practicable regular payroll date (and in any event within 20 Business Days) following the Merger Effective Time. Shares of New Holdco Voting Common Stock representing the portion of the Marigold Share-Based Award Payment consisting of Stock Consideration shall be issued and distributed by New Holdco to the former holders of Marigold Share-Based Awards promptly following the Merger Effective Time (and in any event within 20 Business Days). For the avoidance of doubt, shares of Marigold Common Stock issued in connection with the settlement of Marigold Share-Based Awards which vest on or prior to the Merger Effective Time (including vested Marigold Restricted Shares) shall be treated in the manner set forth in Section 5(a). Each Marigold Rollover Share-Based Award shall be assumed by New Holdco and shall be subject to the same terms and conditions, including applicable vesting conditions, as applied to each Marigold Rollover Share-Based Award immediately prior to the Merger Effective Time, except that the number of shares of New Holdco Voting Common Stock relating to each Marigold Rollover Share-Based Award shall be equal to the product of the number of shares of Marigold Common Stock that were subject to such Marigold Rollover Share-Based Award immediately prior to the Merger Effective Time multiplied by the Marigold Equity Award Exchange Ratio, with the result rounded down to the nearest whole number.

7. Exchange of Marigold Shares. Pursuant to Section 490.1107(h) of the IBCA, from and after the Merger Effective Time, until surrendered as contemplated by this Section 7, each Marigold Certificate and/or Marigold Book-Entry Security, shall be deemed to represent only the right to receive upon such surrender, in each case together with a duly executed and properly completed letter of transmittal, cash and certificates or evidence of shares in book-entry form representing the Marigold Merger Consideration that the holder of such Marigold Certificate and/or Marigold Book-Entry Security is entitled to receive pursuant to this Plan of Merger, together with any additional cash payment that such holder is entitled to receive pursuant to Section 7(a) and Section 7(b). No interest will be paid or will accrue on any such consideration. The issuance or payment of the Marigold Merger Consideration and the payment of any cash payment required to be made pursuant to Section 7(a) in respect of Marigold

Common Shares in accordance with the terms of this Agreement shall be deemed issued and paid in full satisfaction of all rights pertaining to such Marigold Common Shares (other than the right to receive dividends or other distributions, if any, in accordance with Section 7(b)).

(a) No certificates or book-entry securities representing less than one share of New Holdco Voting Common Stock shall be issued in the Merger as a result of the conversion provided for in this Plan of Merger, but in lieu thereof each Marigold Shareholder otherwise entitled to a fractional share of New Holdco Voting Common Stock (after aggregating the total number of shares of New Holdco Voting Common Stock that such Marigold Shareholder has the right to receive) shall be entitled to receive from New Holdco a cash payment in lieu of such fractional shares equal to (i) the fraction of a share of New Holdco Voting Common Stock, as applicable, to which such Marigold Shareholder would otherwise be entitled, multiplied by (ii) the average daily volume weighted average price of a share of Montage Voting Common Stock on the NYSE over the five consecutive trading days immediately prior to the Closing Date.

(b) No dividends or other distributions with respect to the shares of New Holdco Common Stock with a record date after the Merger Effective Time shall be paid to the holder of any unsurrendered Marigold Common Shares with respect to the shares of New Holdco Voting Common Stock issuable hereunder. Subject to applicable Laws, following surrender of any such Marigold Certificate or Marigold Book-Entry Security there shall be paid to the holder thereof, without interest, (i) the amount of dividends or other distributions with a record date after the Merger Effective Time theretofore paid with respect to such shares of New Holdco Voting Common Stock to which such holder is entitled and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Merger Effective Time but prior to such surrender and with a payment date subsequent to such surrender payable with respect to such shares of New Holdco Voting Common Stock.

8. Amendment. At any time prior to the Merger Effective Time, this Plan of Merger may be amended by Montage and Marigold, *provided that*, in accordance with Section 490.1102(5) of the IBCA, this Plan of Merger may not be amended subsequent to the approval hereof by the Marigold Shareholders and the Merger Sub Shareholder to change (1) the amount or kind of shares or other securities, interests, obligations, rights to acquire shares or other securities, cash or other property to be received under this Plan of Merger by the Marigold Shareholders or the Merger Sub Shareholder upon conversion of the Marigold Common Shares and the Merger Sub Common Stock, respectively, under this Plan of Merger; (2) the articles of incorporation of Marigold Surviving Corporation, except for changes permitted by Section 490.1005 of the IBCA; or (3) any of the other terms or conditions of this Plan of Merger if the change would adversely affect the Marigold Shareholders or the Merger Sub Shareholder in any material respect.

9. Defined Terms. As used in this Plan of Merger, the following terms shall have the meanings set forth below:

(a) “Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York are authorized or obligated by Law or executive order to close and shall consist of the time period from 12:01 a.m. through midnight at such location.

(b) “Closing Date” shall mean the date on which the closing of the Merger shall occur.

(c) “Governmental Entity” shall mean any court, administrative agency or commission or other governmental authority or instrumentality or applicable self-regulatory organization.

(d) “Law” shall mean any applicable federal, state, local or foreign or provincial law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, award or agency requirement of or undertaking to or agreement with any Governmental Entity.

(e) “Marigold Book-Entry Securities” shall mean Marigold Common Shares held in book-entry form.

(f) “Marigold Cancelled Shares” shall mean each share or other security representing capital stock in Marigold held in the treasury of Marigold or owned, directly or indirectly, by Marigold or any of the Marigold Subsidiaries or Montage or any of the Montage Subsidiaries immediately prior to the Merger Effective Time.

(g) “Marigold Certificate” shall mean a certificate representing Marigold Common Shares.

(h) “Marigold Class B Common Stock” shall mean the Class B Common Stock, \$1.00 par value per share, of Marigold.

(i) “Marigold Common Shares” shall mean shares of Marigold Common Stock and Marigold Class B Common Stock.

(j) “Marigold Common Stock” shall mean the Common Stock, \$1.00 par value per share, of Marigold.

(k) “Marigold Dissenting Shares” shall mean each share of Marigold Class B Common Stock to which the holder thereof shall have properly demanded appraisal in compliance with the provisions of Section 490.1321 of the IBCA.

(l) “Marigold Equity Award Exchange Ratio” shall mean (i) the Marigold Exchange Ratio plus (ii) the Cash Consideration divided by the average of the daily volume weighted average price of a share of Montage Voting Common Stock on the NYSE over the twenty (20) consecutive trading days immediately prior to the date that is three (3) Business Days prior to the Closing Date.

(m) “Marigold Incentive Plans” shall mean the Amended and Restated Meredith Corporation 2014 Stock Incentive Plan, the Meredith Corporation 2004 Stock Incentive Plan and the Meredith Corporation Plan for Non-Employee Directors.

(n) “Marigold Restricted Shares” shall mean the restricted stock awards of shares of Marigold Common Stock outstanding under the Marigold Incentive Plans.

- (o) “Marigold Shareholder” shall mean a holder Marigold Common Shares.
- (p) “Marigold Share Option” shall mean the number of outstanding options to purchase shares of Marigold Common Stock issued under the Marigold Incentive Plans.
- (q) “Marigold Subsidiary” and “Montage Subsidiary” shall mean any direct or indirect Subsidiary of Marigold or Montage, respectively, and “Subsidiary”, when used with respect to any person, means any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, (i) that is consolidated with such party for financial reporting purposes under U.S. generally accepted accounting principles, or (ii) of which the securities or other ownership interests having more than 50% of the ordinary voting power in electing the board of directors or other governing body are, at the time of such determination, owned by such person or another Subsidiary of such person.
- (r) “Marigold Surviving Corporation Voting Common Stock” shall mean the voting common stock, no par value per share, of Marigold Surviving Corporation.
- (s) “Merger Sub Common Stock” shall mean the common stock, no par value per share, of Merger Sub.
- (t) “Merger Sub Shareholder” shall mean the holder of the Merger Sub Common Stock.
- (u) “Montage” shall mean Media General, Inc., a Virginia corporation.
- (v) “Montage Voting Common Stock” shall mean the Voting Common Stock, no par value per share, of Montage.
- (w) “New Holdco Voting Common Stock” shall mean the Voting Common Stock, no par value per share, of New Holdco.
- (x) “NYSE” shall mean the New York Stock Exchange.
- (y) “Taxes” shall mean (i) any and all domestic or foreign, federal, state, local or other taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Entity, including taxes on or with respect to income, franchises, windfall or other profits, gross receipts, occupation, property, transfer, sales, use, capital stock, severance, alternative minimum, payroll, employment, unemployment, social security, workers’ compensation or net worth, and taxes in the nature of excise, withholding, ad valorem or value added or other taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges of the same or a similar nature to any of the foregoing and (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any similar provision of Law) or otherwise.