

PLAN OF MERGER
merging
MERCURY MERGER SUB 1, INC.
a Virginia corporation
with and into
MEDIA GENERAL, INC.,
a Virginia corporation

1. Merger. In accordance with the Virginia Stock Corporation Act (the “VSCA”), upon the effective time and date set forth in the Articles of Merger (the “Articles of Merger”) to be filed with the State Corporation Commission (the “SCC”) of the Commonwealth of Virginia (such time being referred to herein as the “Merger Effective Time”), Mercury Merger Sub 1, Inc., a Virginia corporation (“Merger Sub”) and a direct, wholly owned subsidiary of Mercury New Holdco, Inc., a Virginia corporation (“New Holdco”) and a direct, wholly owned subsidiary of Media General, Inc., a Virginia corporation (“Media General”), shall be merged (the “Merger”) with and into Media General. Media General shall be the surviving corporation (the “Surviving Corporation”) in the Merger, and shall continue its existence as a corporation under the laws of the Commonwealth of Virginia. As of the Merger Effective Time, the separate corporate existence of Merger Sub shall cease.

2. Effects of the Merger. The Merger shall have the effects set forth in Sections 13.1-719.1 and 13.1-721 of the VSCA. Without limiting the generality of the foregoing, from and after the Merger Effective Time, the Surviving Corporation shall possess all properties, rights, privileges, powers and franchises of Media General and Merger Sub, and all of the claims, obligations, liabilities, debts and duties of Media General and Merger Sub shall become the claims, obligations, liabilities, debts and duties of the Surviving Corporation.

3. Articles of Incorporation and Bylaws of the Surviving Corporation. At the Merger Effective Time, by virtue of the Merger, the articles of incorporation and bylaws of Media General as are in effect immediately prior to the Merger Effective Time shall be (with such amendments as may be permitted by Section 13.1-719.1 of the VSCA) the articles of incorporation and bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable Law, except that the name of the Surviving Corporation shall be “_____”.

4. Directors and Officers of the Surviving Corporation. Immediately following the Merger Effective Time, (i) the directors of Merger Sub serving immediately prior to the Merger Effective Time shall be the directors of the 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, and (ii) the officers of Merger Sub serving immediately prior to the Merger Effective Time shall be the officers of the 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.

(a) At the Merger Effective Time, by virtue of the Merger and without any action on the part of Media General, New Holdco, Merger Sub or any Media General Shareholder,

(i) each share of Media General Voting Common Stock, or fraction thereof, issued and outstanding immediately prior to the Merger Effective Time shall be cancelled and retired and shall cease to exist, and be converted into the right to receive one (1) fully paid, validly issued and nonassessable share of New Holdco Voting Common Stock, or equal fraction thereof;

(ii) each share of Media General Non-Voting Common Stock, or fraction thereof, issued and outstanding immediately prior to the Merger Effective Time shall be cancelled and retired and shall cease to exist, and be converted into the right to receive one (1) fully paid, validly issued and nonassessable share of New Holdco Non-Voting Common Stock, or equal fraction thereof; and

(iii) each share of Common Stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Merger Effective Time shall be converted into and become one (1) fully paid, validly issued and nonassessable share of Voting Common Stock, no par value per share, of the Surviving Corporation (the “Surviving Corporation Common Stock”).

(b) At the Merger Effective Time, each share of capital stock of New Holdco issued and outstanding immediately prior to the Merger Effective Time shall remain outstanding. Immediately following the Merger Effective Time, each share of capital stock of New Holdco owned by the Surviving Corporation shall be surrendered to New Holdco without payment therefor and cancelled by New Holdco.

6. Stock Options and Other Stock-Based Awards. As of the Merger Effective Time:

(a) each Media General Stock Option that is outstanding immediately prior to the Merger Effective Time shall be assumed by New Holdco and become an option to purchase, on the same terms and conditions (including applicable vesting requirements) as applied to each such Media General Stock Option immediately prior to the Merger Effective Time, the number of shares of New Holdco Voting Common Stock that is equal to the number of shares of Media General Voting Common Stock subject to such Media General Stock Option immediately prior to the Merger Effective Time, at an exercise price per share of New Holdco Voting Common Stock equal to the exercise price for each such share of Media General Voting Common Stock subject to such Media General Stock Option immediately prior to the Merger Effective Time (including applicable vesting, exercise and expiration provisions); and

(b) each share of Media General Restricted Stock and each right of any kind, contingent or accrued, to receive shares of Media General Voting Common Stock or benefits measured in whole or in part by the value of a number of shares of Media General Voting

Common Stock granted by Media General outstanding immediately prior to the Merger Effective Time (including Media General DSUs, restricted stock units, phantom units, deferred stock units, stock equivalents and dividend equivalents), other than Media General Stock Options (each, other than Media General Stock Options, a “Media General Stock-Based Award”), shall be assumed by New Holdco and become an award, on the same terms and conditions (including applicable vesting requirements and deferral provisions) as applied to each such Media General Stock-Based Award immediately prior to the Merger Effective Time, with respect to the number of shares of New Holdco Voting Common Stock that is equal to the number of shares of Media General Voting Common Stock subject to the Media General Stock-Based Award immediately prior to the Merger Effective Time. For the avoidance of doubt, shares of Media General Voting Common Stock issued in connection with the settlement of Media General Stock-Based Awards which vest on or prior to the Merger Effective Time (including vested Media General Restricted Stock) shall be treated in the manner set forth in Section 5(a).

7. Exchange of Media General Shares. Pursuant to Section 13.1-719.1 of the VSCA, each certificate that, immediately prior to the Merger Effective Time, represented shares of Media General Voting Common Stock or shares of Media General Non-Voting Common Stock, and all shares of Media General Voting Common Stock and Media General Non-Voting Common Stock held in book-entry form immediately prior to the Merger Effective Time, shall, from and after the Merger Effective Time, represent an equal number of shares of New Holdco Voting Common Stock and New Holdco Non-Voting Common Stock, respectively.

8. Amendment and Termination. At any time prior to the Merger Effective Time, this Plan of Merger may be amended by Media General.

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

(a) “Media General Directors’ Deferred Compensation Plan” shall mean the Media General, Inc. Directors’ Deferred Compensation Plan, amended and restated as of November 16, 2001.

(b) “Media General DSUs” shall mean all deferred stock units outstanding under the Media General Directors’ Deferred Compensation Plan.

(c) “Media General LTIP” shall mean the Media General, Inc. 1995 Long-Term Incentive Plan, amended and restated as of April 26, 2007.

(d) “Media General Non-Voting Common Stock” shall mean the Non-Voting Common Stock, no par value per share, of Media General.

(e) “Media General Restricted Stock” shall mean the shares of restricted Media General Voting Common Stock outstanding under the Media General LTIP.

(f) “Media General Shareholder” shall mean a holder of shares of Media General Voting Common Stock or shares of Media General Non-Voting Common Stock.

(g) “Media General Stock Options” shall mean the outstanding options to purchase shares of Media General Voting Common Stock issued under the Media General LTIP.

(h) “Media General Voting Common Stock” shall mean the Voting Common Stock, no par value per share, of Media General.

(i) “New Holdco Non-Voting Common Stock” means the Non-Voting Common Stock, no par value, of New Holdco.

(j) “New Holdco Voting Common Stock” means the Voting Common Stock, no par value, of New Holdco.

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

(l) “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.