

Edgar Filing: New Media Investment Group Inc. - Form 8-K

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

On February 16, 2018, New Media Holdings II LLC (the “Borrower”), a wholly owned indirect subsidiary of New Media Investment Group Inc., New Media Holdings I LLC (“Holdings”) and certain of the Borrower’s subsidiaries entered into an amendment to the Borrower’s senior secured credit facilities (the “Eighth Amendment”) with the several banks and other financial institutions party thereto and Citizens Bank of Pennsylvania, as administrative agent (the “Administrative Agent”). The Eighth Amendment was entered into in connection with that certain Credit Agreement, dated as of June 4, 2014 (as amended on July 17, 2014, September 3, 2014, November 20, 2014, January 9, 2015, February 13, 2015, March 6, 2015, May 29, 2015 and July 14, 2017, the “Credit Agreement”), by and among the Borrower, Holdings, the lenders party thereto, Citizens Bank, National Association (f/k/a RBS Citizens, N.A.) and Credit Suisse Securities (USA) LLC, as joint lead arrangers and joint bookrunners, Credit Suisse AG, Cayman Islands Branch, as syndication agent and the Administrative Agent.

The Eighth Amendment amends the Credit Agreement to, among other things, (i) provide for additional dollar-denominated term loans in an aggregate principal amount of \$50 million (the “Eighth Amendment Incremental Term Loans”) on the same terms as the outstanding term loans that were extended pursuant to the seventh amendment to the Credit Agreement that will mature on July 14, 2022 (the “Existing Term Loans”, and together with the Eighth Amendment Incremental Term Loans, the “Term Loans”) and (ii) provide for a 1.00% prepayment premium for any prepayments of the Term Loans made in connection with certain repricing transactions effected within six months of the date of the Eighth Amendment. In addition, the Borrower is required to pay an upfront fee of 0.50% of the aggregate amount of the Eighth Amendment Incremental Term Loans as of the effective date of the Eighth Amendment.

The foregoing description of the Eighth Amendment is not intended to be complete and is qualified in its entirety by reference to the full text of the Eighth Amendment, which is incorporated herein by reference to Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
<u>10.1</u>	Eighth Amendment to Credit Agreement, dated as of February 16, 2018, among New Media Holdings I LLC, New Media Holdings II LLC, the loan parties party thereto, the several banks and other financial institutions party thereto and Citizens Bank of Pennsylvania, as administrative agent.

SIGNATURE

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.

NEW MEDIA
INVESTMENT
GROUP INC.

Date: February 16, 2018 By: /s/ Gregory Freiberg
Gregory Freiberg
Chief Financial Officer
& Chief Accounting
Officer
