

---

---

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

---

**FORM 6-K**

---

**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of October 2017

Commission File Number: 001-33765

---

**AIRMEDIA GROUP INC.**

---

17/E, Sky Plaza  
No. 46 Dongzhimenwai Street  
Dongcheng District, Beijing 100027  
The People's Republic of China  
(Address of principal executive offices)

---

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F  Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

---

---

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.

AIRMEDIA GROUP INC.

By: /s/ Herman Man Guo  
Name: Herman Man Guo  
Title: Chairman and Chief Executive Officer

Date: October 31, 2017

---

**EXHIBIT INDEX**

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release dated October 31, 2017
99.2	Amendment No. 5 to Agreement and Plan of Merger, dated as of October 31, 2017, by and among AirMedia Group Inc., AirMedia Holdings Ltd. and AirMedia Merger Company Limited
99.3	Multi-Parties Agreement, dated as of October 31, 2017, by and among AirMedia Group Inc., AirMedia Holdings Ltd., AirMedia Merger Company Limited, AirMedia Technology (Beijing) Co., Ltd., Mr. Herman Man Guo and Ms. Dan Shao

**AirMedia Enters into Amendment No. 5 to Merger Agreement for Going Private Transaction**

BEIJING, October 31, 2017 /PRNewswire/— AirMedia Group Inc. (“AirMedia” or the “Company”) (Nasdaq: AMCN), an operator of out-of-home advertising platforms in China targeting mid-to-high-end consumers as well as a first-mover in the travel Wi-Fi market, today announced that on October 31, 2017, it entered into Amendment No. 5 to the Agreement and Plan of Merger (the “Merger Agreement Amendment No. 5”) to amend that certain Agreement and Plan of Merger (the “Merger Agreement”), dated September 29, 2015, as amended, by and among the Company, AirMedia Holdings Ltd. (“Parent”) and AirMedia Merger Company Limited, a wholly owned subsidiary of Parent (the “Merger Sub”).

Parent and Merger Sub agreed to, on or prior to October 31, 2017, provide cash escrow or letter of credit in equivalent amount for the benefit of the Company as the collateral and security for the payment of the parent termination fee (if and when it is payable) pursuant to the Merger Agreement. Parent and Merger Sub could not arrange such cash escrow or letter of credit on or prior to October 31, 2017 due to regulatory and policy reasons. As Mr. Herman Guo Man, Ms. Dan Shao and Mr. Qing Xu (collectively, the “Buyer Group”) is committed to proceeding with the going-private transaction, the Buyer Group proposed to provide real properties owned by one member of the Buyer Group as an alternative collateral and security to the above arrangement, and the parties entered into the Merger Agreement Amendment No. 5 to reflect such alternative collateral and security.

The Company cautions its shareholders and others considering trading in the Company’s securities that the availability of the Buyer Group’s funding for the proposed transaction is subject to various conditions. There can be no assurance that all of the funding conditions will be satisfied or that the proposed transaction will be consummated.

In connection with the proposed transaction, the Company has previously filed a transaction statement on Schedule 13E-3, a preliminary proxy statement and related materials with the Securities and Exchange Commission, and expects to soon file an amendment to the Schedule 13E-3 and updated proxy materials with the Securities and Exchange Commission. The amendment to the Schedule 13E-3 will include description of the negotiation process of the alternative collateral and security arrangement as well as Merger Agreement Amendment No. 5 and the other security documents as exhibits to such filing.

**About AirMedia Group Inc.**

AirMedia Group Inc. (Nasdaq: AMCN) is an operator of out-of-home advertising platforms in China targeting mid-to-high-end consumers as well as a first-mover in the travel Wi-Fi market. AirMedia sells advertisements on the routes operated by several Chinese airlines and at Sinopec’s service stations in China. AirMedia also has concession rights to operate the Wi-Fi systems on trains administered by eight railway administrative bureaus in China as well as on many long-haul buses in China.

For more information about AirMedia, please visit <http://www.airmedia.net.cn>.

---

**Investor Contact:**

Richard Wu  
Chief Financial Officer  
AirMedia Group Inc.  
Tel: +86-10-8460-8678  
Email: [ir@ihangmei.com](mailto:ir@ihangmei.com)

## AMENDMENT NO. 5 TO THE AGREEMENT AND PLAN OF MERGER

AMENDMENT NO. 5 TO THE AGREEMENT AND PLAN OF MERGER (this "Amendment"), dated as of October 31, 2017, among AirMedia Holdings Ltd., an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Parent"), AirMedia Merger Company Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands and a wholly owned subsidiary of Parent ("Merger Sub") and AirMedia Group Inc., an exempted company with limited liability incorporated under the laws of the Cayman Islands (the "Company"). Parent, Merger Sub and the Company may hereafter be referred to as a "Party." in their individual capacities and as "Parties" collectively.

WHEREAS, the Parties have entered into that certain Agreement and Plan of Merger, dated as of September 29, 2015, as amended on June 27, 2016, December 19, 2016, June 28, 2017 and July 31, 2017 (the "Merger Agreement"), upon the terms and subject to the conditions of which, Merger Sub will be merged with and into the Company (the "Merger"), with the Company surviving the Merger and becoming a wholly owned subsidiary of Parent as a result of the Merger;

WHEREAS, pursuant to Section 8.07 of the Merger Agreement, Parent (or any of its designated Affiliates on its behalf) shall deposit an amount equal to the Parent Termination Fee in cash in an escrow account under the name of the Company, or provide a standby letter of credit of the same face amount in favor of the Company, in each case, as collateral and security (the "Original Collateral") for the payment of the Parent Termination Fee on or prior to October 31, 2017.

WHEREAS, Parent is not able to provide the Original Collateral in accordance with the Merger Agreement on or prior to October 31, 2017, but intends to provide an alternative form of collateral to secure its payment obligations of the Parent Termination Fee under the Merger Agreement by the entry of : (A) a real property mortgage agreement (the "Mortgage Agreement"), between Ms. Dan Shao and AirMedia Technology (Beijing) Co., Ltd., an wholly-owned indirect subsidiary of the Company ("WFOE"), pursuant to which Ms. Dan will create a real estate mortgage (the "Mortgage") over two real properties owned by Ms. Dan Shao with a total appraised value of RMB 89,027,951 in favor of WFOE and its affiliate, and (B) a Multi-Parties Agreement (the "Multi-Parties Agreement"), by and among the parties hereto, the WFOE, Mr. Herman Man Guo, Ms. Dan Shao (together with Mr. Herman Man Guo, the "Guarantors", and each a "Guarantor"), pursuant to which WFOE is entitled to enforce the Mortgage at the direction of the Company in the event that the Guarantors fail to perform their obligations to pay the Parent Termination Fee if and when required under the Merger Agreement or pursuant to the Multi-Parties Agreement;

WHEREAS, the relevant parties have entered into the Mortgage Agreement and the Multi-Parties Agreement as of the date herewith, and in connection with the above, the Parties desire to amend the Merger Agreement as set forth below;

WHEREAS, Section 9.10 of the Merger Agreement provides that the Parties may amend the Merger Agreement by action taken by or on behalf of their respective boards of directors by an instrument in writing at any time prior to the Effective Time;

WHEREAS, the Company Board, acting upon the unanimous recommendation of the Special Committee, has (i) determined that it is in the best interest of the Company, and declared it advisable, to enter into this Amendment, and (ii) adopted resolutions approving the execution, delivery and performance by the Company of this Amendment;

WHEREAS, the board of directors of each of Parent and Merger Sub has (i) determined that it is in the best interest of the Parent and Merger Sub, respectively, and declared it advisable, to enter into this Amendment, and (ii) approved the execution, delivery and performance by Parent and Merger Sub, respectively, of this Amendment;

NOW, THEREFORE, the Parties agree to amend the Merger Agreement as follows:

**1. Definitions; References**

1.1 Unless otherwise specifically defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to them under the Merger Agreement. Each reference to “hereof”, “hereunder”, “herein” and “hereby” and each other similar reference and each reference to “this Agreement” and each other similar reference contained in the Merger Agreement shall, from and after the execution of this Amendment, refer to the Merger Agreement as amended by this Amendment. Notwithstanding the foregoing, subject to paragraph 1.2 below, references to the date of the Merger Agreement, as amended hereby, shall in all instances continue to refer to September 29, 2015, and references to “the date hereof” and “the date of this Agreement” shall continue to refer to September 29, 2015.

**2. Amendment to Merger Agreement**

2.1 Amendment to Section 8.07 of the Merger Agreement

Section 8.07 of the Merger Agreement is hereby amended by the deletion of its entirety and the substitution in its place of the following text:

“On or prior to November 3, 2017 (or any later date as agreed by the Company), Parent and the Merger Sub shall cause the due registration of the real property mortgage that is the subject matter of that Mortgage Agreement, dated October 30, 2017, by and between Ms. Dan Shao, as the mortgagor, and AirMedia Technology (Beijing) Co., Ltd. (“WFOE”), an indirect wholly owned subsidiary of the Company, as the mortgagee, with respect to the creation of a real estate mortgage (the “Mortgage”) over two real properties which are solely owned by Ms. Dan Shao with a total appraised value of RMB 89,027,951 in favor of WFOE and its affiliate pursuant to that Multi-Parties Agreement (the “Multi-Parties Agreement”), dated October 31, 2017, by and among the parties hereto and WFOE, which Mortgage shall serve as collateral and security for the payment of the Parent Termination Fee by Parent in accordance with this Agreement. Parent and Merger Sub shall execute and deliver, or cause to be executed and delivered, all such documents and instruments (including any amendments thereto, if requested by the PRC laws and Governmental Authorities) and shall take, or cause to be taken, all such further actions as the Company may deem necessary to evidence and effectuate the Mortgage as contemplated under the Mortgage Agreement and the Multi-Parties Agreement, or, in the event that the Mortgage cannot be duly registered with the applicable Governmental Authorities, provide substitute collateral and security for the payment of the Parent Termination Fee that is acceptable to the Company, the failure of executing or delivering such documents or instruments or taking such actions shall be deemed as having incurred a material breach of this Agreement.”

**3. Miscellaneous**

3.1 No Further Amendment

The Parties agree that all other provisions of the Merger Agreement shall, subject to the amendment in Section 2 of this Amendment, continue unamended, be in full force and effect and constitute legal and binding obligations of the Parties. This Amendment forms an integral and inseparable part of the Merger Agreement.

3.2 Other Miscellaneous Terms

The provisions of Article IX (*General Provisions*) of the Merger Agreement shall apply *mutatis mutandis* to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified by this Amendment.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Parent, Merger Sub and the Company have caused this Amendment to be executed as of the date first written above by their respective officers thereunto duly authorized.

AirMedia Holdings Ltd.

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Director

AirMedia Merger Company Limited

By: /s/ Herman Man Guo

Name: Herman Man Guo

Title: Director

AirMedia Group Inc.

By: /s/ Conor Chiahung Yang

Name: Conor Chiahung Yang

Title: Director

*[Signature Page to Amendment No. 5 to the Merger Agreement]*

DATED October 31, 2017

AIRMEDIA HOLDINGS LTD.

as Parent

AIRMEDIA MERGER COMPANY LIMITED

as Merger Sub

DAN SHAO (邵丹)

as Mortgagor

HERMAN MAN GUO (郭曼)

as Founder

AIRMEDIA GROUP INC.

as Company

AND

AIRMEDIA TECHNOLOGY (BEIJING) CO., LTD.  
(航美联合传媒技术(北京)有限公司)

as WFOE

---

REAL PROPERTY MORTGAGE  
MULTI-PARTIES AGREEMENT

---

**BETWEEN:**

- (1) **AIRMEDIA HOLDINGS LTD.**, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Parent**”);
- (2) **AIRMEDIA MERGER COMPANY LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Merger Sub**”);
- (3) **DAN SHAO (邵丹)** (the “**Mortgagor**”);
- (4) **HERMAN MAN GUO (郭曼)** (the “**Founder**”);
- (5) **AIRMEDIA GROUP INC.**, an exempted company with limited liability incorporated under the laws of the Cayman Islands (the “**Company**”); and
- (6) **AIRMEDIA TECHNOLOGY (BEIJING) CO., LTD. (航美联合传媒技术 (北京) 有限公司)**, a company with limited liability incorporated under the laws of the PRC (the “**WFOE**”).

**WHEREAS:**

- (A) Pursuant to the Agreement and Plan of Merger dated September 29, 2015 (as amended by Amendment No.1 dated June 27, 2016, Amendment No.2 dated December 19, 2016, Amendment No.3 dated June 28, 2017, and Amendment No.4 dated July 31, 2017, the “**Merger Agreement**”) entered into by and among the Parent, the Company, and AirMedia Merger Company Limited (the “**Merger Sub**”), the Parent may be required to pay the Parent Termination Fee as defined in the Merger Agreement to the Company pursuant to Section 8.06 (b) of the Merger Agreement.
- (B) The parties to the Merger Agreement have agreed to accept certain real property mortgages provided by the Mortgagor (as the mortgagor) to the WFOE (as the mortgagee, for and on behalf of the Company) as collateral and security for the payment of the Parent Termination Fee by Parent pursuant to that Amendment No. 5 to the Agreement and Plan of Merger (the “**Merger Agreement Amendment**”), dated as of the same date hereof. The Mortgagor and the WFOE have entered into a real property mortgage agreement dated on or about the date of this Agreement (with an executed copy as attached to Schedule I of this Agreement, the “**Mortgage Agreement**”) to create a real estate mortgage (the “**Mortgage**”) over the properties (with the detail as set out in Schedule II, the “**Properties**”) to the WFOE (as the mortgagee, for and on behalf of the Company).

- (C) For the purpose of implementing the security arrangement under the Merger Agreement Amendment and completing the mortgage registration of the Properties with the local Real Estate Authority of the PRC, the parties hereto agreed to enter into this Agreement.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND CONSTRUCTION**

In this Agreement, unless the context requires otherwise, terms and expressions defined in or construed for the purposes of the Merger Agreement and/or the Mortgage Agreement shall have the same meanings or be construed in the same manner when used in this Agreement.

**2. REPRESENTATIONS OF THE PARENT, MERGER SUB AND GUARANTORS.**

Each of Parent, Merger Sub and the Guarantors hereby, jointly and severally, represent and warrant to the Company and WFOE that (i) the particulars of the Properties as set forth in Schedule II hereof is true and correct in all respects, and (ii) Ms. Dan Shao has good title and sole building ownership rights to the Properties, free and clear of all lien, pledge, encumbrances or any third party rights other than the Mortgage created pursuant to this Agreement. There are no outstanding options or rights of first refusal to purchase the Properties, or any portion of the Properties or interest therein.

**3. APPOINTMENT**

The parties hereto hereby agree that, for the purpose of implementing the security arrangement under the Merger Agreement Amendment and completing the registration of the Mortgage over the Properties with the local Real Estate Authority of the PRC, the Company hereby appoints the WFOE to hold the Properties as mortgagee for and on behalf of the Company, and to exercise its rights and perform its obligations in accordance with the instructions of the Company. When exercising the rights and performing the duties under this Agreement, the Mortgage Agreement and the Merger Agreement Amendment, the WFOE will only act on the instructions directly sent by the Company.

#### **4. THE WFOE'S RIGHTS**

The parties hereto all agree that, for and on behalf of the Company, the WFOE in its own name is entitled to:

- (a) perform the registration of the Mortgage over the Properties with the local Real Estate Authority of the PRC as the mortgagee;
- (b) obtain and hold all title certificates, and/or third-party rights certificates and/or other evidencing documents after the completion of the registration described in paragraph (a) above;
- (c) exercise the rights as instructed by the Company, including without limitation, to enforce the Mortgage or to bring law suit against the Mortgagor for the enforcement of the Mortgage;
- (d) collect all proceeds from the enforcement of the Mortgage; and
- (e) exercise all the other rights of the mortgagee under the PRC laws and regulations in accordance with the Mortgage Agreement and this Agreement.

#### **5. THE WFOE'S OBLIGATIONS**

For and on behalf of the Company, the WFOE shall:

- (a) perform the obligations of the mortgagee as instructed by the Company to which the WFOE is obligated under the Mortgage Agreement; and
- (b) to the extent permitted by applicable laws and regulations and as instructed by the Company, assist the Company in collecting all proceeds from the enforcement of the Mortgage, transferring the proceeds to the bank account nominated by the Company, and handling all relevant matters in respect of the performance, preservation and enforcement of the Mortgage Agreement.

#### **6. ACKNOWLEDGEMENT AND AGREEMENT**

The Parent, the Mortgagor and the Founder hereby acknowledge the appointment of the WFOE by the Company and agree to comply with all provisions contained hereunder. Each of the Parent, Merger Sub, and the Guarantors agree to execute and deliver, or cause to be executed and delivered, all such documents and instruments (including any amendments hereto or to the Mortgage Agreement) and shall take, or cause to be taken, all such further actions as the Company may deem necessary to evidence and effectuate the Mortgage as contemplated under the Mortgage Agreement and the Merger Agreement Amendment.

## 7. REGISTRATION

The parties hereto agree that the Mortgagor and the WFOE shall as soon as possible and in any event no later than five Business Days after the date of the Mortgage Agreement (or any longer time as agreed by the Company), complete the registration of the Mortgage with the local Real Estate Authority of the PRC.

## 8. ENFORCEMENT AND RELEASE

- 8.1 In the event (i) that the Parent is in breach of its obligations to pay the Parent Termination Fee to the Company pursuant to Section 8.06 (b) of the Merger Agreement and (ii) the Parent fails to cure such breach within 15 business days following the breach in accordance with clause 7.2 hereof (the “**Enforcement Event**”), the Mortgage shall become immediately enforceable, and the WFOE (as instructed by the Company) shall have the right to:
- (a) take possession of and/or dispose of the Properties or any part thereof by way of sale or auction, collecting and taking possession of the proceeds in relation to the Properties on behalf of the Company;
  - (b) to enforce all or any part of the Mortgage in any manner it sees fit to the extent permitted by applicable law;
  - (c) to make petition at court to sell, auction or sell off the Properties or any part thereof;
  - (d) sell, transfer, lease out or otherwise dispose of the Properties, or any part thereof in the name of the Mortgagor and to collect proceeds therefrom; the WFOE shall have the right to execute all documents relating to the purchase and sale or letting of the Properties (including the relevant cancellation documents) and shall not be held liable for any loss whatsoever arising from such execution;
  - (e) settle, compromise, initiate litigation or arbitration or other proceedings in relation to any dispute, demand or claim in connection with the Properties; and
  - (f) exercise, for the purpose of enforcement of the Mortgage, any other rights conferred to the Mortgagor in relation to the Properties except for those prohibited or restricted by the applicable law.

For the avoidance of any doubt, if the amount that the WFOE obtains from the enforcement of the Mortgage is greater than the unpaid amount of the Parent Termination Fee, the WFOE shall return all the balance between the total enforcement proceeds and the unpaid Parent Termination Fee back to the Mortgagor within 30 business days after the Company has received the full amount of the Parent Termination Fee.

- 8.2 Notwithstanding any contrary provision in this Agreement, in the event of any breach by the Parent of its obligation to pay the Parent Termination Fee, the parties hereto agree to have a 15 business days cure period (the “**Cure Period**”) before the WFOE may enforce the Mortgage in accordance with this Agreement and the Mortgage Agreement. Prior to the end of the Cure Period, any of Parent, Merger Sub, and the Guarantors and other third party as accepted by the Company shall have the right to pay the unpaid Parent Termination Fee to the Company in immediate available funds for replacing and releasing the Properties.
- 8.3 After the cash deposit has been provided to the Company, or the obligations of the Parent under the Merger Agreement in relation to the payment of the Parent Termination Fee has been fully performed or discharged (the “**Release Event**”), the Company shall instruct the WFOE to cooperate with the Mortgagor to release the registration of the Mortgage within 10 business days and return all title certificates, and/or third-party rights certificates and/or other evidencing documents that the WFOE has obtained under the Mortgage Agreement. The WFOE shall, as instructed by the Company upon any of the Release Event, promptly execute and deliver any document required for the release of the Mortgage registration, and take any action reasonably required by the Mortgagor to release and discharge the Mortgage.

## 9. INDEMNITY

Each of Parent, Merger Sub and the Guarantors hereby, jointly and severally, indemnify and hold harmless (including any obligations to advance funds for expenses) the Company and WFOE against all costs or expenses (including reasonable attorneys’ fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of, relating to or in connection with the failure by WFOE to collect Parent Termination Fee (if and when it is payable) on behalf of the Company pursuant to this Agreement and the Mortgage Agreement.

## 10. PAYMENT

The Parent, the Mortgagor and the Founder hereby acknowledge and undertake to pay the WFOE and the Company all the remunerations, cost, fees and other expenses incurred by the WFOE and the Company relating solely to the execution, registration or enforcement of this Agreement and the Mortgage Agreement.

---

**11. GOVERNING LAW AND JURISDICTION**

- 11.1 This Agreement and the rights and the obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the PRC.
- 11.2 Each of the parties hereunder agrees that the PRC courts have exclusive jurisdiction to settle any dispute in connection with this Agreement, and accordingly submit to the jurisdiction of the competent PRC courts in Beijing where the Properties are registered with the local Real Estate Authority of the PRC.

[NO FURTHER TEXT ON THIS PAGE]





---

**SCHEDULE II - PARTICULARS OF PROPERTIES**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first above written.

**The Parent**

**AIRMEDIA HOLDINGS LTD.**

By: /s/ Herman Man Guo  
Name: Herman Man Guo  
Title: Director

*[Signature Page to Multi-Parties Agreement]*

**Merger Sub**

**AIRMEDIA MERGER COMPANY LIMITED**

By: /s/ Herman Man Guo  
Name: Herman Man Guo  
Title: Director

*[Signature Page to Multi-Parties Agreement]*

---

**Mortgagor**

**DAN SHAO (邵丹)**

Signature: /s/ Dan Shao

*[Signature Page to Multi-Parties Agreement]*

---

**Founder**

**Herman Man Guo (郭曼)**

Signature: /s/ Herman Man Guo

*[Signature Page to Multi-Parties Agreement]*

**The Company**

**AIRMEDIA GROUP INC.**

By: /s/ Conor Chiahung Yang  
Name: Conor Chiahung Yang  
Title: Director

*[Signature Page to Multi-Parties Agreement]*

WFOE (in its own capacity for and on behalf of the Company)

AIRMEDIA TECHNOLOGY (BEIJING) CO., LTD.

(航美联合传媒技术(北京)有限公司)

By: /s/ Herman Man Guo  
Name: Herman Man Guo  
Title: Legal Representative

*[Signature Page to Multi-Parties Agreement]*