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AUG 31 2018

MERGER OR SHARE EXCHANGE

ION Media Television, Inc.

Certificate of Status	0
Certified Copy	1
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Merger

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ARTICLES OF MERGER
 FOR
 FLORIDA PROFIT CORPORATION

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes.

FIRST: The exact name, form/entity type and jurisdiction of the surviving corporation is as follows:

Name of Entity	Jurisdiction	Document #
ION Media Television, Inc.	Florida	P94000080833

SECOND: The exact name, form/entity type and jurisdiction of each merging corporation is as follows:

Name of Entity	Jurisdiction	Document #
ION Media of Birmingham, Inc.	Florida	P96000065973
ION Media of Brunswick, Inc.	Florida	P00000044547
ION Media of Cedar Rapids, Inc.	Florida	P97000033114
ION Media of Dallas, Inc.	Florida	P94000085164
ION Media of Des Moines, Inc.	Florida	P98000013855
ION Media of Detroit, Inc.	Florida	P97000020449
ION Media of Houston, Inc.	Florida	P95000006056
ION Media of Kansas City, Inc.	Florida	P96000095920
ION Media of Louisville, Inc.	Florida	P99000041934
ION Media of Miami, Inc.	Florida	P94000011565
ION Media of Minneapolis, Inc.	Florida	P94000091711
ION Media of Nashville, Inc.	Florida	P97000033115
ION Media of New York, Inc.	Florida	P97000040702
ION Media of Norfolk, Inc.	Florida	P98000011664
ION Media of Portland, Inc.	Florida	P98000028373
ION Media of Roanoke, Inc.	Florida	P97000028864
ION Media of Salt Lake City, Inc.	Florida	P96000101694
ION Media of San Antonio, Inc.	Florida	P98000028638
ION Media of Seattle, Inc.	Florida	P96000062382
ION Media of Spokane, Inc.	Florida	P98000013807
ION Media of Tampa, Inc.	Florida	P94000011563

ION Media of Tulsa, Inc.	Florida	P96000023962
ION Media of Wausau, Inc.	Florida	P98000037784
ION Media of West Palm Beach, Inc.	Florida	P98000026628

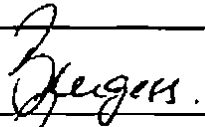
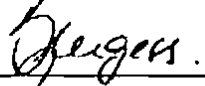
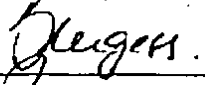
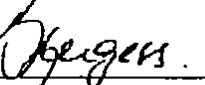
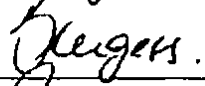
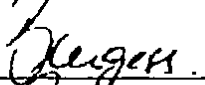
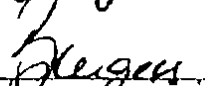
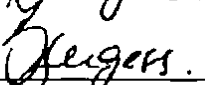
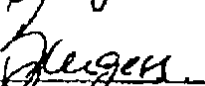
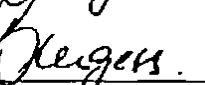
THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on August 30th, 2018 and shareholder approval was not required.

SIXTH: The Plan of Merger was adopted by the board of directors and the shareholders of the merging corporations on August 30th, 2018.

SEVENTH: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer	Name and Title
ION Media Television, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Birmingham, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Brunswick, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Cedar Rapids, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Dallas, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Des Moines, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Detroit, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Houston, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Kansas City, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Louisville, Inc.		R. Brandon Burgess, Chief Executive Officer

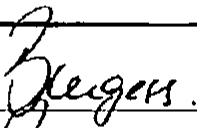
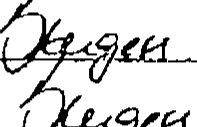
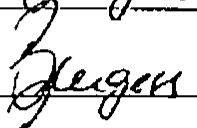
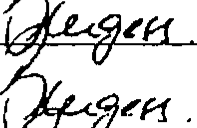
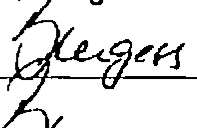
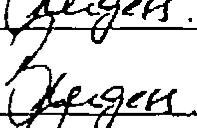
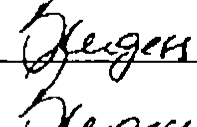
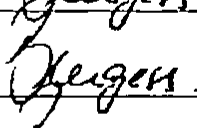
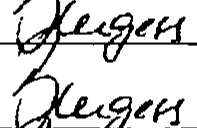
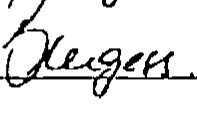



Name of Corporation	Signature of an Officer	Name and Title
ION Media of Miami, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Minneapolis, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Nashville, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of New York, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Norfolk, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Portland, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Roanoke, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Salt Lake City, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of San Antonio, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Seattle, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Spokane, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Tampa, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Tulsa, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Wausau, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of West Palm Beach, Inc.		R. Brandon Burgess, Chief Executive Officer

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See attached.

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as August 30, 2018 by and between ION Media Television, Inc., a Florida corporation ("Acquiror"), and each of the entities listed below (each, a "Company" and collectively, the "Companies")

WHEREAS, each Company is a wholly owned subsidiary of the Acquiror; and

WHEREAS, the respective shareholders and Boards of Directors of the Acquiror and the Companies have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, each Company, in accordance with the Florida Business Corporation Act ("FBCA"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "Merger"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free liquidation within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code") or alternatively, as a reorganization within the meaning of Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 607.1104 of the FBCA, each Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of each Company shall cease, and the Acquiror shall continue as the surviving corporation (the "Surviving Corporation"). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "Articles of Merger") complying with Section 607.1104 of the FBCA with the Secretary of State of the State of Florida with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger (the "Effective Time").

(b) The Merger shall have the effects set forth in the FBCA, including without limitation, Section 607.1101 of the FBCA. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of each Company shall vest in the Acquiror, as the Surviving Corporation, and all debts, liabilities, obligations and duties of each Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

3. Organizational Documents. The by-laws of the Acquiror in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror in effect at the Effective Time, as amended pursuant to the Articles of Merger, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

4. Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the FBCA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or a Company or the holders of shares of capital stock of the Companies:

(a) each share of capital stock issued by a Company ("Company Capital Stock"), all of which is owned by the Acquiror or such Company (as treasury stock or otherwise), will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each share of capital stock of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Stock Certificates. Upon surrender to Acquiror of the certificates (the "Certificates") that immediately prior to the Effective Time evidenced outstanding shares of Company Capital Stock and such other documents as Acquiror shall require, each Certificate shall forthwith be canceled.

7. Entire Agreement. This Agreement together with the Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and

signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

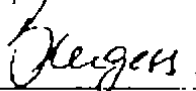
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.


ACQUIROR:

ION MEDIA TELEVISION, INC.

By: 
R. Brandon Burgess
Chief Executive Officer

COMPANIES:

- ION MEDIA OF BIRMINGHAM, INC.
- ION MEDIA OF BRUNSWICK, INC.
- ION MEDIA OF CEDAR RAPIDS, INC.
- ION MEDIA OF DALLAS, INC.
- ION MEDIA OF DES MOINES, INC.
- ION MEDIA OF DETROIT, INC.
- ION MEDIA OF HOUSTON, INC.
- ION MEDIA OF KANSAS CITY, INC.
- ION MEDIA OF LOUISVILLE, INC.
- ION MEDIA OF MIAMI, INC.
- ION MEDIA OF MINNEAPOLIS, INC.
- ION MEDIA OF NASHVILLE, INC.
- ION MEDIA OF NEW YORK, INC.
- ION MEDIA OF NORFOLK, INC.
- ION MEDIA OF PORTLAND, INC.
- ION MEDIA OF ROANOKE, INC.
- ION MEDIA OF SALT LAKE CITY, INC.
- ION MEDIA OF SAN ANTONIO, INC.
- ION MEDIA OF SEATTLE, INC.
- ION MEDIA OF SPOKANE, INC.
- ION MEDIA OF TAMPA, INC.
- ION MEDIA OF TULSA, INC.
- ION MEDIA OF WAUSAU, INC.
- ION MEDIA OF WEST PALM BEACH, INC.

By: 
R. Brandon Burgess
Chief Executive Officer