

8/5/2020

Division of Corporations

P94000080833

Please file with an effective date of the original date of submission, August 6, 2020.

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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Division of Corporations
Fax Number : (850)617-6380

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Email Address: CorporateRecords@ionmedia.com

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MERGER OR SHARE EXCHANGE

ION Media Stations, Inc.

Certificate of Status	0
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Merger

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Corporate Filing Menu

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August 7, 2020

FLORIDA DEPARTMENT OF STATE
Division of Corporations

ION MEDIA STATIONS, INC.
601 CLEARWATER PARK ROAD
WEST PALM BEACH, FL 33401-6233US

SUBJECT: ION MEDIA STATIONS, INC.
REF: P94000080833

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

PLEASE INCLUDE A STATEMENT IN THE ARTICLES OF MERGER THAT STATES The surviving entity exists before the merger and is a domestic filing entity.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist II Supervisor

FAX Aud. #: H20000264555
Letter Number: 520A00014875

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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 Stations, 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 Akron, Inc.	Florida	P95000065333
ION Media of Albany, Inc.	Florida	P95000079551
ION Media of Atlanta, Inc.	Florida	P94000022800
ION Media of Battle Creek, Inc.	Florida	P97000057692
ION Media of Buffalo, Inc.	Florida	P97000033116
ION Media of Charleston, Inc.	Florida	P97000076639
ION Media of Chicago, Inc.	Florida	P98000005764
ION Media of Denver, Inc.	Florida	P95000062232
ION Media of Greensboro, Inc.	Florida	P96000023982
ION Media of Greenville, Inc.	Florida	P98000013790
ION Media of Hartford, Inc.	Florida	P98000100787
ION Media of Honolulu, Inc.	Florida	P97000043556
ION Media of Indianapolis, Inc.	Florida	P98000070675
ION Media of Jacksonville, Inc.	Florida	P99000017359
ION Media of Knoxville, Inc.	Florida	P98000001994
ION Media of Lexington, Inc.	Florida	P98000030410
ION Media of Los Angeles, Inc.	Florida	P94000091708
ION Media of Martinsburg, Inc.	Florida	P96000100166
ION Media of Memphis, Inc.	Florida	P98000001999
ION Media of Milwaukee, Inc.	Florida	P98000011256
ION Media of New Orleans, Inc.	Florida	P98000001996

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ION Media of Oklahoma City, Inc.	Florida	P96000045522
ION Media of Orlando, Inc.	Florida	P95000003238
ION Media of Philadelphia, Inc.	Florida	P94000080836
ION Media of Raleigh, Inc.	Florida	P97000015072
ION Media of Sacramento, Inc.	Florida	P96000053210
ION Media of San Jose, Inc.	Florida	P94000085432
ION Media of Scranton, Inc.	Florida	P96000089642
ION Media of Syracuse, Inc.	Florida	P97000097723
ION Media of Washington, Inc.	Florida	P96000085426

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


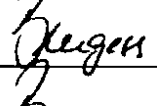
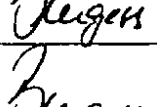
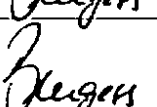
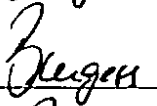


FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Division of Corporation.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on August 5, 2020 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 5, 2020.


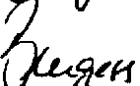

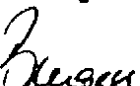

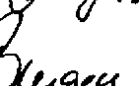

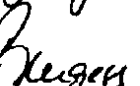
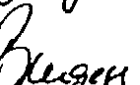

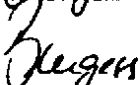





SEVENTH: The surviving corporation exists before the merger and is a domestic filing entity.

EIGHTH: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer	Name and Title
ION Media Stations, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Akron, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Albany, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Atlanta, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Battle Creek, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Buffalo, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Charleston, Inc.		R. Brandon Burgess, Chief Executive Officer



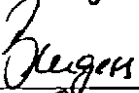





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Name of Corporation	Signature of an Officer	Name and Title
ION Media of Chicago, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Denver, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Greensboro, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Greenville, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Hartford, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Honolulu, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Indianapolis, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Jacksonville, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Knoxville, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Lexington, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Los Angeles, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Martinsburg, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Memphis, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Milwaukee, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of New Orleans, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Oklahoma City, Inc.		R. Brandon Burgess, Chief Executive Officer

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Name of Corporation	Signature of an Officer	Name and Title
ION Media of Orlando, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Philadelphia, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Raleigh, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Sacramento, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of San Jose, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Scranton, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Syracuse, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media of Washington, Inc.		R. Brandon Burgess, Chief Executive Officer

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EXHIBIT A
AGREEMENT AND PLAN OF MERGER

See attached.

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as August 5, 2020 by and between ION Media Stations, Inc., a Florida corporation ("Acquiror"), and each of the other entities listed in the signature block hereto (each, a "Company" and collectively, the "Companies").

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

WHEREAS, the Board of Directors of the Acquiror and the Boards of Directors and shareholders of 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 Florida Division of Corporations 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. 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 (ii) all debts, liabilities, obligations and duties of each Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Corporation.

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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

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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. 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]

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


ACQUIROR:

ION MEDIA STATIONS, INC.

By: 
R. Brandon Burgess
Chief Executive Officer

COMPANIES:

- ION Media of Akron, Inc.
- ION Media of Albany, Inc.
- ION Media of Atlanta, Inc.
- ION Media of Battle Creek, Inc.
- ION Media of Buffalo, Inc.
- ION Media of Charleston, Inc.
- ION Media of Chicago, Inc.
- ION Media of Denver, Inc.
- ION Media of Greensboro, Inc.
- ION Media of Greenville, Inc.
- ION Media of Hartford, Inc.
- ION Media of Honolulu, Inc.
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- ION Media of Sacramento, Inc.
- ION Media of San Jose, Inc.
- ION Media of Scranton, Inc.
- ION Media of Syracuse, Inc.
- ION Media of Washington, Inc.

By: 
R. Brandon Burgess
Chief Executive Officer

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