

Division of Corporations

Florida Department of State  
Division of Corporations  
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\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

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MERGER OR SHARE EXCHANGE  
ION Television License, LLC

Certificate of Status	0
Certified Copy	1
Page Count	078
Estimated Charge	\$453.75

EFFECTIVE DATE

8/31

SEP 05 2018

S. YOUNG

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September 4, 2018

FLORIDA DEPARTMENT OF STATE

Division of Corporations

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

SUBJECT: ION MEDIA BRUNSWICK LICENSE, INC.  
REF: P00000044543

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.

WRONG FLORIDA STATUTES SHOULD BE 607.1109 NOT 607.1105

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.

Shelia H Young  
Regulatory Specialist II

FAX Aud. #: H18000255505  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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SECTION 607  
TALLAHASSEE, FLORIDA

**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 607.1109, Florida Statutes.

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

Name of Entity	Entity Type	Jurisdiction
ION Television License, LLC	Limited Liability Company	Delaware

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

Name of Entity	Entity Type	Jurisdiction	Document #
ION Media Brunswick License, Inc.	Corporation	Florida	P00000044543
ION Media Dallas License, Inc.	Corporation	Florida	P94000085161
ION Media Des Moines License, Inc.	Corporation	Florida	P98000013765
ION Media Houston License, Inc.	Corporation	Florida	P95000006054
ION Media Kansas City License, Inc.	Corporation	Florida	P96000095916
ION Media Minneapolis License, Inc.	Corporation	Florida	P94000091724
ION Media Portland License, Inc.	Corporation	Florida	P98000028375
ION Media Salt Lake City License, Inc.	Corporation	Florida	P96000084316
ION Media San Antonio License, Inc.	Corporation	Florida	P01000021178
ION Media Spokane License, Inc.	Corporation	Florida	P98000013810
ION Media Tulsa License, Inc.	Corporation	Florida	P98000033104
ION Media Wausau License, Inc.	Corporation	Florida	P98000037701

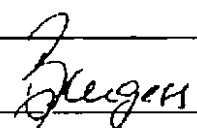
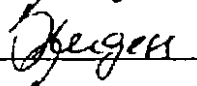
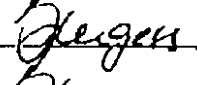
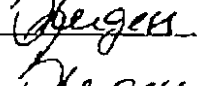
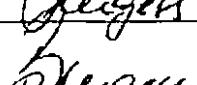
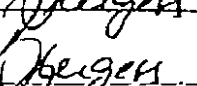
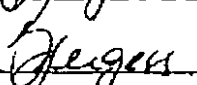
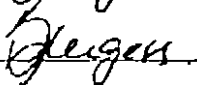
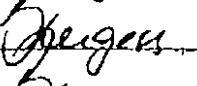
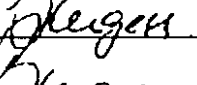
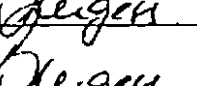
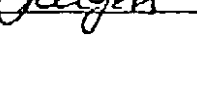

THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on August 31<sup>st</sup>, 2018.

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving entity on August 31<sup>st</sup>, 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 31<sup>st</sup>, 2018.

## SEVENTH: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer	Name and Title
ION Television License, LLC		R. Brandon Burgess, Chief Executive Officer
ION Media Brunswick License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Dallas License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Des Moines License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Houston License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Kansas City License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Minneapolis License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Portland License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Salt Lake City License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media San Antonio License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Spokane License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Tulsa License, Inc.		R. Brandon Burgess, Chief Executive Officer
ION Media Wausau License, 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 31<sup>st</sup>, 2018 by and between ION Television License, LLC, a Delaware limited liability company ("Acquiror"), and each of the entities listed below (each, a "Company" and collectively, the "Companies").

WHEREAS, the Acquiror and each of the Companies is a wholly owned subsidiary of ION Media Television, Inc., a Florida corporation ("IMTV");

WHEREAS, the respective shareholders and Boards of Directors of IMTV and the Companies and the sole manager and member of the Acquiror 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 company; 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") and the Delaware Limited Liability Company Act ("LLC Act") and together with the FBCA, the "Relevant Acts"), will merge with and into the Acquiror, with the Acquiror as the surviving entity (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 and Section 18-209 of the LLC Act, 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 entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement and the Relevant Acts.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) 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, and (ii) a certificate of merger (the "Certificate of Merger" and together with the Articles of Merger, the "State Filings") complying with Section 18-209 of the LLC Act with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective on August 31<sup>st</sup>, 2018 (the "Effective Time").

(b) The Merger shall have the effects set forth in the Relevant Acts, including without limitation, Section 607.1101 of the FBCA and Section 18-209(g) of the LLC Act. 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 Entity, and all debts, liabilities, obligations and duties of each Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Entity.

3. Organizational Documents. The limited liability company operating agreement of the Acquiror in effect at the Effective Time shall be the limited liability company operating agreement of the Surviving Entity until thereafter amended as provided therein, and the certificate of formation of the Acquiror in effect at the Effective Time, as amended pursuant to the Certificate of Merger, shall be the certificate of formation of the Surviving Entity until thereafter amended as provided therein or by the LLC Act.

4. Directors and Officers. The managers and officers of the Acquiror immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity 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 formation and limited liability company operating agreement of the Surviving Entity or as otherwise provided by the LLC Act.

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"), will automatically be canceled and retired and will cease to exist, and no consideration will be delivered in exchange therefor; and

(b) each of the limited liability company interests 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 State Filings constitute 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.

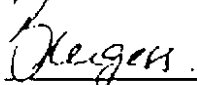
[SIGNATURE PAGE FOLLOWS]



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

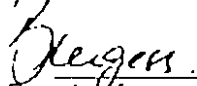
**ACQUIROR:**

ION TELEVISION LICENSE, LLC

By:   
R. Brandon Burgess  
Sole Manager

**COMPANIES:**

ION MEDIA BRUNSWICK LICENSE, INC.  
ION MEDIA DALLAS LICENSE, INC.  
ION MEDIA DES MOINES LICENSE, INC.  
ION MEDIA HOUSTON LICENSE, INC.  
ION MEDIA KANSAS CITY LICENSE, INC.  
ION MEDIA MINNEAPOLIS LICENSE, INC.  
ION MEDIA PORTLAND LICENSE, INC.  
ION MEDIA SALT LAKE CITY LICENSE, INC.  
ION MEDIA SAN ANTONIO LICENSE, INC.  
ION MEDIA SPOKANE LICENSE, INC.  
ION MEDIA TULSA LICENSE, INC.  
ION MEDIA WAUSAU LICENSE, INC.

By:   
R. Brandon Burgess  
Chief Executive Officer