

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

PAXSON COMMUNICATIONS OF NEW ORLEANS-49, INC.
ION MEDIA NEW ORLEANS LICENSE, INC.

AND

FLINN BROADCASTING CORPORATION

FOR

TELEVISION STATION WPXL-TV
NEW ORLEANS, LOUISIANA

* * *

August 7, 2007

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1. DEFINITIONS.....	1
“Accounts Receivable”	1
“Assets”	1
“Assumed Contracts”	1
“Closing”	1
“Closing Date”	2
“Consents”	2
“Contracts”	2
“FCC”	2
“FCC Consent”	2
“FCC Licenses”	2
“Final Order”	2
“HSR Act”	2
“Intangibles”	2
“Ion”	2
“Licenses”	2
“Option Agreement”	2
“Purchase Price”	3
“Real Property”	3
“Tangible Personal Property”	3
“Time Brokerage Agreement”	3
SECTION 2. PURCHASE AND SALE OF ASSETS	3
2.1 Agreement to Sell and Buy	3
2.2 Excluded Assets	3
2.3 Purchase Price	4
2.4 Payment of Purchase Price	5
2.5 Assumption of Liabilities and Obligations	5
SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER	5
3.1 Organization, Standing, and Authority	5
3.2 Authorization and Binding Obligation	5
3.3 Absence of Conflicting Agreements	5
3.4 Governmental Licenses	6
3.5 Title to and Condition of Real Property	6
3.6 Title to and Condition of Tangible Personal Property	6
3.7 Contracts	7
3.8 Consents	7
3.9 Intangibles	7
3.10 Financial Statements	8
3.11 Insurance	8
3.12 Reports	8
3.13 Personnel	8
3.14 Taxes	10

3.15	Claims and Legal Actions.....	10
3.16	Environmental Matters.....	10
3.17	Compliance with Laws	11
3.18	Broker	11
3.19	Full Disclosure.....	11
SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER		11
4.1	Organization, Standing, and Authority	11
4.2	Authorization and Binding Obligation.....	12
4.3	Absence of Conflicting Agreements.....	12
4.4	Broker	12
4.5	Consents.....	12
4.6	Buyer Qualifications	12
4.7	Full Disclosure.....	12
SECTION 5. OPERATIONS OF THE STATION PRIOR TO CLOSING		13
5.1	Generally.....	13
5.2	Compensation	13
5.3	Contracts	13
5.4	Disposition of Assets	13
5.5	Encumbrances	13
5.6	Licenses.....	13
5.7	Rights	13
5.8	No Inconsistent Action	14
5.9	Access to Information.....	14
5.10	Maintenance of Assets	14
5.11	Insurance.....	15
5.12	Consents.....	15
5.13	Books and Records	15
5.14	Notification	15
5.15	Compliance with Laws	15
5.16	Preservation of Business.....	15
SECTION 6. SPECIAL COVENANTS AND AGREEMENTS.....		15
6.1	FCC Consent.....	15
6.2	Control of the Station.....	16
6.3	Risk of Loss	16
6.4	Confidentiality	16
6.5	Environmental Audit.....	16
6.6	Cooperation.....	17
6.7	Access to Books and Records.....	17
6.8	Appraisal.....	17
6.9	Noncompetition Agreement.....	17
6.10	HSR Act Filing	17
6.11	Ion Media Networks, Inc. Guaranty	17

SECTION 7. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER	
AT CLOSING	20
7.1 Conditions to Obligations of Buyer	20
7.2 Conditions to Obligations of Seller	21
SECTION 8. CLOSING AND CLOSING DELIVERIES	22
8.1 Closing	22
8.2 Deliveries by Seller	22
8.3 Deliveries by Buyer	23
SECTION 9. TERMINATION	23
9.1 Termination by Seller	23
9.2 Termination by Buyer	24
9.3 Rights on Termination	24
SECTION 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES	24
10.1 Representations and Warranties	24
10.2 Indemnification by Seller	24
10.3 Indemnification by Buyer	25
10.4 Procedure for Indemnification	25
10.5 Limitations	26
10.6 Specific Performance	27
10.7 Attorneys' Fees	27
SECTION 11. MISCELLANEOUS	27
11.1 Fees and Expenses	27
11.2 Arbitration	27
11.3 Notices	28
11.4 Benefit and Binding Effect; Assignability	28
11.5 Further Assurances	29
11.6 Governing Law	29
11.7 Headings	29
11.8 Gender and Number	29
11.9 Entire Agreement	29
11.10 Waiver of Compliance; Consents	29
11.11 Press Release	30
11.12 Counterparts	30
11.13 Joinder of Ion	30

SCHEDULES

Schedule 3.1	—	Authority to Transact Business
Schedule 3.3	—	Consents
Schedule 3.4	—	Government Licenses
Schedule 3.5	—	Real Property
Schedule 3.6	—	Tangible Personal Property
Schedule 3.7	—	Contracts
Schedule 3.9	—	Intangible Other Than Government Licenses
Schedule 3.10	—	Financial Statements
Schedule 3.11	—	Insurance
Schedule 3.13	—	Personnel
Schedule 3.15	—	Litigation/Claims
Schedule 4.5	—	Buyer's Consents
Schedule 6.9	—	Form of Noncompetition Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of the 7 day of August, 2007, by and between PAXSON COMMUNICATIONS OF NEW ORLEANS-49, INC., a Florida corporation ("Paxson-New Orleans"), ION MEDIA NEW ORLEANS LICENSE, INC., a Florida corporation ("Ion-License" and together with Paxson-New Orleans, collectively referred to as "Buyer"), and FLINN BROADCASTING CORPORATION, a Tennessee corporation ("Seller").

R E C I T A L S

A. Seller is the licensee of and owns and operates television station WPXL-TV, New Orleans, Louisiana (the "Station"), pursuant to licenses issued by the Federal Communications Commission ("FCC").

B. Seller desires to sell, and Buyer desires to buy, substantially all the assets that are used or useful in the business or operations of the Station, for the price and on the terms and conditions set forth in this Agreement.

A G R E E M E N T S

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

SECTION 1. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings set forth in this Section:

"Accounts Receivable" means the rights of Seller to payment for the sale of advertising time run on the Station by Seller during programming hours reserved for Seller under the terms of the Time Brokerage Agreement (as defined below) prior to 11:59 p.m. on the day prior to the Closing Date.

"Assets" means the assets to be sold, transferred, or otherwise conveyed to Buyer under this Agreement, as specified in Section 2.1.

"Assumed Contracts" means (i) all Contracts listed in Schedule 3.7 that are specifically designated on Schedule 3.7 as Contracts that are to be assumed by Buyer upon its purchase of the Station, together with any amendments thereto that are approved in writing by Buyer, (ii) any Contracts entered into by Seller between the date of this Agreement and the Closing Date that Buyer agrees in writing to assume, and (iii) any Contracts entered into by Seller in accordance with the proviso of the first sentence of Section 5.3.

"Closing" means the consummation of the purchase and sale of the Assets pursuant to this Agreement in accordance with the provisions of Section 8.

“Closing Date” means the date on which the Closing occurs, as determined pursuant to Section 8.

“Consents” means the consents, permits, or approvals of government authorities and other third parties necessary to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated by this Agreement.

“Contracts” means all contracts, leases, non-governmental licenses, and other agreements (including leases for personal or real property and employment agreements), written or oral (including any amendments and other modifications thereto) to which Seller is a party or which are binding upon Seller and which relate to or affect the Assets or the business or operations of the Station, and (i) which are in effect on the date of this Agreement or (ii) which are entered into by Seller between the date of this Agreement and the Closing Date.

“FCC” means the Federal Communications Commission.

“FCC Consent” means action by the FCC granting its consent to the assignment of the FCC Licenses to Buyer as contemplated by this Agreement.

“FCC Licenses” means all Licenses issued by the FCC to Seller in connection with the business or operations of the Station.

“Final Order” means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Intangibles” means all goodwill of the Station, copyrights, trademarks, trade names, service marks, service names, patents, permits, jingles, proprietary information, technical information and data, machinery and equipment warranties, computer discs and tapes, plans, diagrams, filings with the FCC relating to the business or operation of the Station and other similar intangible property rights and interests applied for, issued to, or owned by Seller or under which Seller is licensed or franchised and which are specific to, and which are used or useful in, the business and operations of the Station, together with any additions thereto between the date of this Agreement and the Closing Date.

“Ion” means Ion Media Networks, Inc. (f/k/a Paxson Communications Corporation).

“Licenses” means all licenses, permits, and other authorizations issued by the FCC, the Federal Aviation Administration, or any other federal, state, or local governmental authorities to Seller in connection with the conduct of the business or operations of the Station, together with any additions thereto between the date of this Agreement and the Closing Date.

“Option Agreement” means the Option Agreement dated as of November 14, 1997, between Ion and Seller with respect to the Station.

“Purchase Price” means the purchase price specified in Section 2.3.

“Real Property” means the real property and interests in real property identified on Schedule 3.5.

“Tangible Personal Property” means the machinery, equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, inventory, spare parts, and other tangible personal property which is set forth on Schedule 3.6, together with any additions thereto between the date of this Agreement and the Closing Date.

“Time Brokerage Agreement” means the Time Brokerage Agreement dated as of January 2, 1998 , between Ion and Seller with respect to the Station.

SECTION 2. PURCHASE AND SALE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, transfer, and deliver to Buyer on the Closing Date, and Buyer agrees to purchase, all of the tangible and intangible assets which are specific to, and which are used or useful in connection with, the conduct of the business or operations of the Station, together with any additions thereto between the date of this Agreement and the Closing Date, but excluding the assets described in Section 2.2, free and clear of any claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges, or encumbrances of any nature whatsoever (except for liens for current taxes not yet due and payable and the liabilities assumed by Buyer pursuant to Section 2.5 hereof), consisting of the following:

- (a) The Tangible Personal Property;
- (b) The Real Property;
- (c) The Licenses;
- (d) The Assumed Contracts;
- (e) The Intangibles;
- (f) All choses in action of Seller relating to items (a)-(e) above; and

(g) All books and records relating to the business or operations of the Station, including executed copies of the Assumed Contracts, and all records required by the FCC to be kept by the Station.

2.2 Excluded Assets. The Assets shall exclude the following assets:

(a) Seller's cash on hand as of the Closing Date and all other cash in any of Seller's bank or savings accounts; any insurance policies, letters of credit, or other similar items and cash surrender value or claims in regard thereto; and any stocks, bonds, certificates of deposit and similar investments, together with all amounts payable by Ion to Seller pursuant to the Time Brokerage Agreement;

(b) All books and records of Seller that pertain to Seller's corporate organization;

(c) Any pension, profit-sharing, or employee benefit plans, and any collective bargaining agreements;

(d) The Accounts Receivable; and

(e) All other assets of Seller, including items of tangible personal property, that are not specific to the business or operations of the Station; provided that Seller acknowledges and agrees that all of the Assets described in Section 2.1 are specific to the business or operations of the Station.

2.3 Purchase Price. The Purchase Price for the Assets and the covenants of Seller set forth in the Noncompetition Agreement referred to in Section 6.9 shall be Eighteen Million Dollars (\$18,000,000) adjusted as provided below:

(a) Prorations. The Purchase Price shall be increased or decreased as required to effectuate the proration of expenses, other than those expenses for which Ion is obligated to reimburse Seller under the Time Brokerage Agreement. All expenses of Seller arising from the operation of the Station, including business and license fees, utility charges, real and personal property taxes and assessments levied against the Assets, property and equipment rentals, applicable copyright or other fees, sales and service charges, taxes (except for taxes arising from the transfer of the Assets under this Agreement, which taxes shall be paid as provided in Section 11.1), FCC annual regulatory fees and similar prepaid and deferred items, shall be prorated between Buyer and Seller in accordance with the principle that Seller shall be responsible for all expenses, costs, and liabilities allocable to the period prior to the Closing Date (subject to reimbursement by Ion to the extent provided in the Time Brokerage Agreement), and Buyer shall be responsible for all expenses, costs, and obligations allocable to the period on and after the Closing Date. Notwithstanding the preceding sentence, there shall be no adjustment for, and Seller shall remain solely liable with respect to, any Contracts not included in the Assumed Contracts and any other obligation or liability not being assumed by Buyer in accordance with Section 2.5 or pursuant to the terms of the Time Brokerage Agreement.

(b) Manner of Determining Adjustments. Any adjustments will, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment by the appropriate party occurring no later than ninety (90) days after the Closing Date or such other date as the parties shall mutually agree upon. Seller shall prepare and deliver to Buyer not later than five (5) days before the Closing Date a preliminary settlement statement which shall set

forth Seller's good faith estimate of the adjustments to the Purchase Price under Section 2.3(a). The preliminary settlement statement shall contain all information reasonably necessary to determine the adjustments to the Purchase Price under Section 2.3(a), to the extent such adjustments can be determined or estimated as of the date of the preliminary settlement statement, and such other information as may be reasonably requested by Buyer.

2.4 Payment of Purchase Price. The Purchase Price, as adjusted, shall be paid by Buyer to Seller at Closing by wire transfer of same-day funds pursuant to wire instructions which shall be delivered by Seller to Buyer, at least two (2) days prior to the Closing Date.

2.5 Assumption of Liabilities and Obligations. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform all obligations and liabilities of Seller under the Licenses and the Assumed Contracts insofar as they relate to the time on and after the effective date of the Time Brokerage Agreement. Buyer shall not assume any other obligations or liabilities of Seller, including (i) any obligations or liabilities under any Contract not included in the Assumed Contracts, (ii) any obligations or liabilities under the Assumed Contracts relating to the period prior to the Closing Date, (iii) any claims or pending litigation or proceedings relating to the operation of the Station prior to the Closing, (iv) any obligations or liabilities arising under capitalized leases or other financing agreements, (v) any obligations or liabilities arising under agreements entered into other than in the ordinary course of business, (vi) any obligations or liabilities of Seller under any employee pension, retirement, health and welfare or other benefit plans or collective bargaining agreements, (vii) any obligation to any employee of the Station for severance benefits, vacation time, or sick leave accrued prior to the Closing Date, or (viii) any obligations or liabilities caused by, arising out of, or resulting from any action or omission of Seller prior to the Closing, and all such obligations and liabilities shall remain and be the obligations and liabilities solely of Seller.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

3.1 Organization, Standing, and Authority. Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee. Except as set forth on Schedule 3.1, Seller has all requisite power and authority (i) to own, lease, and use the Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Station as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations of the Station or any of the Assets.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and its shareholders. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligation of Seller, enforceable against it in accordance

with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

3.3 Absence of Conflicting Agreements. Subject to obtaining the Consents listed on Schedule 3.3 and satisfying applicable requirements under the HSR Act, the execution, delivery, and performance of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with any provision of the Articles of Incorporation or Bylaws of Seller; (iii) will not, to Seller's knowledge, conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license, or permit related to the Station or the Assets to which Seller is a party or by which Seller may be bound; and (v) will not, to Seller's knowledge, create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Assets.

3.4 Governmental Licenses. Schedule 3.4 includes a true and complete list of the Licenses. Seller has delivered to Buyer true and complete copies of the Licenses (including any amendments and other modifications thereto). The Licenses have been validly issued, and Seller is the authorized legal holder thereof. The Licenses listed on Schedule 3.4 comprise all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station in the manner and to the full extent they are now conducted, and none of the Licenses is subject to any restriction or condition that would limit the full operation of the Station as now operated. The Licenses are in full force and effect, and, to Seller's knowledge, the conduct of the business and operations of the Station is in accordance therewith. Seller has no reason to believe that any of the Licenses would not be renewed by the FCC or other granting authority in the ordinary course. The Station's city of license, as determined by the FCC, is located within the New Orleans Area of Dominant Influence as defined by the 1991-1992 Area of Dominant Influence Market Guide published by The Arbitron Co. and the New Orleans Designated Market Area as defined by the 1997 United States Television Household Estimates published by Nielsen Media Research. Except as set forth on Schedule 3.4, on or before October 1, 1996, Seller made a valid election of must carry with respect to each cable system located within the Station's Area of Dominant Influence, no cable system has advised Seller of any signal quality or copyright indemnity or other prerequisite to cable carriage of the Station's signal, and no cable system has declined or threatened to decline such carriage or failed to respond to a request for carriage or sought any form of relief from carriage from the FCC.

3.5 Title to and Condition of Real Property. Schedule 3.5 contains a complete and accurate description of all the Real Property and Seller's interests therein (including street address, legal description, owner, and use and the location of all improvements thereon). The Real Property listed on Schedule 3.5 comprises those real property interests necessary to conduct the business and operations of the Station. With respect to the License Agreement included in

the Real Property, so long as Seller fulfills its obligations under the license therefor, Seller has enforceable rights to nondisturbance and quiet enjoyment. All Real Property (including the improvements thereon) (i) is available for immediate use in the conduct of the business and operations of the Station, and (ii) to Seller's knowledge, complies in all material respects with all applicable building or zoning codes and the regulations of any governmental authority having jurisdiction.

3.6 Title to and Condition of Tangible Personal Property. Schedule 3.6 lists the items of Tangible Personal Property to be conveyed to Buyer. Other than certain items of tangible personal property that are not specific to the business or operation of the Station, the Tangible Personal Property listed on Schedule 3.6 comprises all material items of tangible personal property necessary to conduct the business and operations of the Station as now conducted. Except as described in Schedule 3.6, Seller owns and has good title to each item of Tangible Personal Property, and none of such Tangible Personal Property owned by Seller is subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance, except for liens for current taxes not yet due and payable. Each item of Tangible Personal Property is available for immediate use in the business and operations of the Station. All items of Tangible Personal Property (i) are in operating condition and (ii) will permit the Station and any auxiliary broadcast facilities related to the Station to operate in all material respects in accordance with the terms of the FCC Licenses and the rules and regulations of the FCC, and with all other applicable federal, state, and local statutes, ordinances, rules, and regulations.

3.7 Contracts. Schedule 3.7 is a true and complete list of all Contracts except contracts with advertisers for the sale of advertising time on the Station for cash at prevailing rates and which have not been prepaid and which may be canceled by the Station without penalty on not more than thirty days' notice. Seller has delivered to Buyer true and complete copies of all written Contracts, true and complete memoranda of all oral Contracts (including any amendments and other modifications to such Contracts), and a schedule summarizing Seller's obligations under trade and barter agreements relating to the Station, if any. Other than the Contracts listed on Schedule 3.7 and cash programming contracts, Seller requires no contract, lease, or other agreement to enable it to carry on its business as now conducted. All of the Assumed Contracts are in full force and effect, and are, to Seller's knowledge, valid, binding, and enforceable in accordance with their terms. There is not under any Assumed Contract any existing default by Seller or, to Seller's knowledge, any other party thereto or any event that, after notice or lapse of time or both, could constitute a default. Seller is not aware of any intention by any party to any Assumed Contract (i) to terminate such contract or amend the terms thereof, (ii) to refuse to renew the Assumed Contract upon expiration of its term, or (iii) to renew the Assumed Contract upon expiration only on terms and conditions which are more onerous than those now existing. Except for the need to obtain the Consents listed in Schedule 3.3, Seller has full legal power and authority to assign its rights under the Assumed Contracts to Buyer in accordance with this Agreement, and such assignment will not affect the validity, enforceability, or continuation of any of the Assumed Contracts.

3.8 Consents. Except for the FCC Consent provided for in Section 6.1, applicable requirements under the HSR Act and the other Consents described in Schedule 3.3, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required (i) to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Assets to Buyer, except for any consent the failure of which to obtain could not reasonably be expected to have a material adverse effect on the Assets or the business or operations of the Station.

3.9 Intangibles. Schedule 3.9 is a true and complete list of all Intangibles (exclusive of those listed in Schedule 3.4), all of which are, to Seller's knowledge, valid and in good standing and uncontested. If requested by Buyer, Seller will deliver to Buyer copies of all documents establishing or evidencing all Intangibles that are in Seller's possession. To Seller's knowledge, Seller is not infringing upon or otherwise acting adversely to any trademarks, trade names, service marks, service names, copyrights, patents, patent applications, know-how, methods, or processes owned by any other person or persons, and there is no claim or action pending, or to the knowledge of Seller threatened, with respect thereto. The Intangibles listed on Schedule 3.9 comprise all intangible property interests necessary to conduct the business and operations of the Station as now conducted.

3.10 Financial Statements. Schedule 3.10 hereto contains true and complete copies of the Station's financial statements including balance sheets, statements of operations and a statement of operating cash flow for the period ending September 30, 1997 (collectively, the "Financial Reports"). The Financial Reports have been prepared from the unaudited books and records, internally compiled, of Seller, accurately reflect the books, records, and accounts of the Station, and are complete and correct in all material respects. Except as set forth on Schedule 3.15, Seller is not aware of any material contingent liabilities relating to the operation of the Station.

3.11 Insurance. Schedule 3.11 is a true and complete list of all insurance policies of Seller that insure any part of the Assets or the business of the Station. All policies of insurance listed in Schedule 3.11 are in full force and effect. During the past three years, no insurance policy of Seller on the Assets or the Station has been canceled by the insurer and no application of Seller for insurance has been rejected by any insurer.

3.12 Reports. All returns, reports, and statements that the Station is currently required to file with the FCC or with any other governmental agency have been filed, and all reporting requirements of the FCC and other governmental authorities having jurisdiction over Seller and the Station have been complied with in all material respects. All of such returns, reports, and statements are substantially complete and correct as filed. Seller has timely paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses.

3.13 Personnel.

(a) All of Seller's Employee Plans and Compensation Arrangements are listed in Schedule 3.13, and complete and accurate copies of any such written Employee Plans and

Compensation Arrangements (or related insurance policies) have been furnished to Buyer, along with copies of any employee handbooks or similar documents describing such Employee Plans and Compensation Arrangements. Descriptions of any unwritten Employee Plans or Compensation Arrangements also are provided in Schedule 3.13. Schedule 3.13 also contains a true and complete list of all employees of the Station, their job description, date of hire, salary and amount and date of last salary increase.

(b) To Seller's knowledge, each Employee Plan and Compensation Arrangement has been administered in compliance with its own terms and in material compliance with the provisions of ERISA, the Code, the Age Discrimination in Employment Act and any other applicable Federal or state laws. Seller is not aware of the existence of any governmental audit or examination of any Employee Plan or Compensation Arrangement or of any facts which would lead it to believe that any such audit or examination is pending or threatened. No action, suit or claim (other than routine claims for benefits) exists with respect to any Employee Plan or Compensation Arrangement pending or, to the knowledge of Seller, threatened against any of such plans or arrangements.

(c) Seller does not contribute to and is not required to contribute to any Multi-employer Plan with respect to the employees of the Station, and neither Seller nor any other trade or business under common control with Seller (within the meaning of Sections 414(b), (c), (m) or (o) of the Code) has incurred or reasonably expects to incur any "withdrawal liability," as defined under Section 4201 et seq. of ERISA.

(d) Except as described in Schedule 3.13, neither Seller nor any other trade or business under common control with Seller (within the meaning of Sections 414(b), (c), (m) or (o) of the Code) sponsors, maintains or contributes to any Employee Plan or Compensation Arrangement that provides retiree medical or retiree life insurance coverage to former employees of Seller at the Station.

(e) Except as described in Schedule 3.13, with respect to each Employee Plan and, to the extent applicable, each Compensation Arrangement: (i) each Employee Plan that is intended to be tax-qualified, and each amendment thereto, is the subject of a favorable determination letter, and no plan amendment that is not the subject of a favorable determination letter would affect the validity of an Employee Plan's letter; (ii) no prohibited transaction, within the definition of section 4975 of the Code or Title 1, Part 4 of ERISA, has occurred which would subject Seller to any liability; and (iii) all contributions, premiums or payments accrued, in whole or in part, under each Employee Plan or Compensation Arrangement or with respect thereto as of the Closing will be paid by the Seller.

(f) For purposes of this Agreement, the following terms shall have the meaning indicated: (i) "Employee Plan" shall mean any pension, profit-sharing, deferred compensation, vacation, bonus, incentive, medical, vision, dental, disability, life insurance or any other employee benefit plan as defined in Section 3(3) of ERISA to which Seller or any entity related to Seller (under the terms of Section 414(b), (c), (m) or (o) of the Code) contributes or to which Seller or any entity related to Seller (under the terms of Sections 414(b), (c), (m) or (o) of

the Code) sponsors, maintains or otherwise is bound which provides benefits to persons employed or previously employed at the Station; (ii) "Code" shall mean the Internal Revenue Code of 1986, as amended, any successor thereto and any regulations promulgated thereunder; (iii) "Compensation Arrangement" shall mean any plan or compensation arrangement other than an Employee Plan, whether written or unwritten, which provides to employees, former employees, officers, directors and shareholders of Seller or any entity related to Seller (under the terms of Section 414(b), (c), (m) or (o) of the Code) employed or previously employed at the Station any compensation or other benefits, whether deferred or not, in excess of base salary or wages, including, but not limited to, any bonus or incentive plan, stock rights plan, deferred compensation arrangement, life insurance, stock purchase plan, severance pay plan and any other employee fringe benefit plan; (iv) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, any successor thereto and any regulations promulgated thereunder; and (v) "Multi-employer Plan" means a plan, as defined in ERISA Section 3(37), to which Seller or any entity related to Seller (under the terms of Section 414(b) or (c) of the Code) contributes or is required to contribute.

(g) Seller is not a party to or subject to any collective bargaining agreements with respect to the Station. Seller has no written or oral contracts of employment with any employee of the Station, other than those listed in Schedule 3.7. Seller has complied in all material respects with all laws, rules, and regulations relating to the employment of labor, including those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll related taxes, and Seller has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules, or regulations. No controversies, disputes, or proceedings are pending or, to Seller's knowledge, threatened, between Seller and any employee (singly or collectively) of the Station. No labor union or other collective bargaining unit represents or claims to represent any of the employees of the Station. To the Seller's knowledge, there is no union campaign being conducted to represent any employees of the Station or to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any employees at the Station.

3.14 Taxes. Seller has filed or caused to be filed all federal income tax returns and all other federal, state, county, local, or city tax returns which are required to be filed, and it has paid or caused to be paid all taxes shown on those returns or on any tax assessment received by it to the extent that such taxes have become due, or has set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto. Seller has received no notice of any governmental investigations or other legal, administrative, or tax proceedings pursuant to which Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to Buyer as transferee of the business of the Station, and, to Seller's knowledge, no event has occurred that could impose on Buyer any transferee liability for any taxes, penalties, or interest due or to become due from Seller.

3.15 Claims and Legal Actions. Except for any FCC rulemaking proceedings generally affecting the broadcasting industry and except as otherwise identified on Schedule

3.15, Seller has received no notice of any claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree or judgment, in progress, pending, or to the knowledge of Seller threatened, against or relating to Seller with respect to its ownership or operation of the Station or otherwise relating to the Assets or the business or operations of the Station. In particular, but without limiting the generality of the foregoing, there are no applications, complaints or proceedings pending or, to the best of its knowledge, threatened (i) before the FCC relating to the business or operations of the Station other than rule making proceedings which affect the television industry generally, (ii) before any federal or state agency relating to the business or operations of the Station involving charges of illegal discrimination under any federal or state employment laws or regulations, or (iii) before any federal, state, or local agency relating to the business or operations of the Station involving zoning issues under any federal, state, or local zoning law, rule, or regulation.

3.16 Environmental Matters.

(a) With respect to Seller's operation of the Station, Seller has complied in all material respects with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller in connection with its ownership or operation of the Station alleging any failure to comply with any such law, rule, or regulation.

(b) With respect to Seller's operation of the Station, Seller has no knowledge of any liability under or for (and there is no basis related to the past or present operations, properties, or facilities of Seller for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand against Seller which could reasonably be expected to give rise to any such liability) violation of any law, rule, or regulation of any federal, state, or local government (or agency thereof) concerning release or threatened release of hazardous substances, public and employee health and safety, pollution or protection of the environment, or illness or personal injury.

(c) No pollutant, contaminant, or chemical, industrial, hazardous, or toxic material or waste has ever been manufactured, buried, stored, spilled, leaked, discharged, emitted, or released by Seller in connection with its ownership and operation of the Station or, to Seller's knowledge, by any other party on any Real Property.

3.17 Compliance with Laws. Seller has complied in all material respects with the Licenses and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership and operation of the Station, except for such noncompliance that could not reasonably be expected to have a material adverse effect on the Assets or the business or operation of the Station. Subject to obtaining the Consents, to Seller's knowledge, neither the ownership or use of the properties of the Station nor the conduct of the business or operations of the Station conflicts with the rights of any other person or entity.

3.18 Broker. Neither Seller nor any person acting on Seller's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

3.19 Full Disclosure. No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer, jointly and severally, represents and warrants to Seller as follows:

4.1 Organization, Standing, and Authority. Paxson-New Orleans and Ion-License are each a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and at Closing Paxson-New Orleans will be duly qualified to conduct business as a foreign corporation in the State of Louisiana. Buyer has all requisite power and authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

4.2 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer and its shareholders. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

4.3 Absence of Conflicting Agreements. Subject to obtaining the Consents and satisfying applicable requirements under the HSR Act, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with the Articles of Incorporation or Bylaws of Buyer; (iii) will not, to Buyer's knowledge, conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any material agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer's ability to consummate the transactions contemplated hereby would be adversely affected.

4.4 Broker. Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

4.5 Consents. Except for the FCC Consent provided for in Section 6.1, applicable requirements under the HSR Act and the other Consents described in Schedule 4.5, no consent, approval, permit, or authorization of, or declaration to or filing with any governmental or regulatory authority, or any other third party is required to permit Buyer to consummate this Agreement and the transactions contemplated hereby, except for any consent the failure of which to obtain could not reasonably be expected to have a material adverse effect on the Assets or the business or operations of the Station.

4.6 Buyer Qualifications. Buyer is financially and, to Buyer's knowledge, legally and otherwise qualified to enter into and perform its obligations under this Agreement, whether under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC or otherwise. Buyer knows of no fact that would, whether under existing law and the existing rules, regulations and policies of the FCC or otherwise (a) prohibit Buyer from entering into and performing its obligations under this Agreement or (b) disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station.

4.7 Full Disclosure. No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

SECTION 5. OPERATIONS OF THE STATION PRIOR TO CLOSING

5.1 Generally. Seller agrees that, between the date of this Agreement and the Closing Date, Seller shall operate the Station diligently in the ordinary course of business in accordance with its past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement and except where such conduct has been expressly delegated to Ion under the terms of the Time Brokerage Agreement), and in accordance with the other covenants in this Section 5.

5.2 Compensation. Seller shall not increase the compensation, bonuses, or other benefits payable or to be payable to any person employed in connection with the conduct of the business or operations of the Station, except in accordance with past practices or as may be reasonable or customary.

5.3 Contracts. Seller will not enter into any contract or commitment relating to the Station or the Assets, or amend or terminate any Contract (or waive any material right thereunder), or incur any obligation (including obligations relating to the borrowing of money or the guaranteeing of indebtedness) that will be binding on Buyer after Closing; provided, however, that, without Buyer's consent, Seller shall be permitted to enter into one or more

agreements in the ordinary course of business so long as the total liabilities and obligations of Seller under all such agreements shall not exceed in the aggregate \$6,000 per annum. Prior to the Closing Date, Seller shall deliver to Buyer a list of all Contracts entered into between the date of this Agreement and the Closing Date, together with copies of such Contracts.

5.4 Disposition of Assets. Seller shall not sell, assign, lease, or otherwise transfer or dispose of any of the Assets, except where no longer used or useful in the business or operations of the Station or in connection with the acquisition of replacement property of equivalent kind and value.

5.5 Encumbrances. Seller shall not create, assume or permit to exist any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon the Assets, except for (i) liens disclosed on Schedule 3.5, (ii) liens for current taxes not yet due and payable, and (iii) mechanics' liens and other similar liens, which shall be removed prior to the Closing Date.

5.6 Licenses. Seller shall not cause, and shall use its reasonable best efforts to not permit, by any act or failure to act, any of the Licenses to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other governmental authority to institute proceedings for the suspension, revocation, or adverse modification of any of the FCC Licenses or any other material License. Seller shall not fail to prosecute with due diligence any applications to the FCC or any applications for any material License to any other governmental authority in connection with the operation of the Station.

5.7 Rights. Seller shall not waive any right relating to the Station or any of the Assets. Seller shall use its reasonable best efforts to not cause, by any act or failure to act, any cable system located within the Station's Area of Dominant Influence or Designated Market Area to refuse to carry the Station's signal.

5.8 No Inconsistent Action. Seller shall not take any action that is inconsistent with its obligations under this Agreement or that could reasonably be expected to hinder or delay the consummation of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Seller covenants that neither it nor any of its directors, officers or agents will, (a) solicit, initiate or encourage the submission of any proposal or offer relating to any (i) liquidation, dissolution or recapitalization, (ii) merger or consolidation, (iii) acquisition or sale of securities (other than transfers in the aggregate of non-controlling interests to a child of George S. Flinn, Jr. or a trust created for the benefit of a child of George S. Flinn, Jr.), (iv) except in connection with any assignment by Seller of its rights and interests hereunder pursuant to Section 11.4 hereof, transfer or assignment of any FCC License of the Station or sale, lease or disposition of all or substantially all of the Station assets of Seller, or (v) similar transaction or business combination, in each case involving Seller or (b) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any party to do or seek any of the foregoing. Seller shall notify Buyer as soon as practicable if any party makes any written proposal with respect to any of the foregoing. Notwithstanding any other provision in

this Agreement to the contrary, in the event that Seller violates its obligations in this Section 5.8, Buyer shall have the right to seek specific performance of Seller's obligations hereunder.

5.9 Access to Information. Seller shall give Buyer and its counsel, accountants, engineers, and other authorized representatives reasonable access to the Assets and to all other properties, equipment, books, records, Contracts, and documents relating to the Station for the purpose of audit and inspection, including inspections incident to the environmental study described in Section 6.5, and will furnish or cause to be furnished to Buyer or its authorized representatives all information with respect to the affairs and business of the Station that Buyer may reasonably request (including any financial reports and operations reports produced with respect to the affairs and business of the Station). Without limiting the generality of the foregoing, Seller shall give Buyer and its counsel, accountants and other authorized representatives reasonable access to Seller's financial records and Seller's employees, accountants and other representatives for the purpose of preparing and auditing such financial statements as Buyer determines, in its sole judgment, are required or advisable to comply with federal or state securities laws and the rules and regulations of securities markets as a result of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

5.10 Maintenance of Assets. Seller shall use its reasonable best efforts to maintain all of the Assets in operating condition (ordinary wear and tear excepted), and use, operate, and maintain all of the Assets in a manner consistent with past practices and in accordance with the terms of the FCC Licenses and all rules and regulations of the FCC. Seller shall maintain inventories of spare parts and expendable supplies at levels consistent with past practices. If any loss, damage, impairment, confiscation, or condemnation of or to any of the Assets occurs, other than any loss, damage or impairment resulting from actions taken by Ion under the Time Brokerage Agreement, Seller shall repair, replace, or restore the Assets to their prior condition as represented in this Agreement as soon thereafter as possible, and Seller shall use the proceeds of any claim under any insurance policy solely to repair, replace, or restore any of the Assets that are lost, damaged, impaired, or destroyed.

5.11 Insurance. Seller shall maintain the existing or comparable insurance policies on the Station and the Assets.

5.12 Consents. Seller shall obtain the Consents and the estoppel certificates described in Section 8.2(b), without any change in the terms or conditions of any Assumed Contract or License that could be, in any material respect, less advantageous to the Station than those pertaining under the Assumed Contract or License as in effect on the date of this Agreement. Seller shall promptly advise Buyer of any difficulties experienced in obtaining any of the Consents and of any conditions proposed, considered, or requested for any of the Consents. Upon Buyer's request, Seller shall cooperate with Buyer and use its best efforts to obtain from the licensor under each Real Property license such estoppel certificates and consents to the collateral assignment of the Seller's interest under each such license as Buyer's senior lenders may reasonably request.

5.13 Books and Records. Seller shall maintain its books and records relating to the Station in accordance with past practices.

5.14 Notification. Except as a result of actions taken (or, if required, not taken) by Ion under the Time Brokerage Agreement, Seller shall promptly notify Buyer in writing of any materially adverse development with respect to the business or operations of the Station, and of any materially adverse change in any of the information contained in Seller's representations and warranties contained in Section 3 of this Agreement.

5.15 Compliance with Laws. Seller shall comply in all material respects with all laws, rules, and regulations applicable or relating to the ownership and operation of the Station.

5.16 Preservation of Business. Seller shall use its reasonable best efforts to preserve that portion of the business of the Station not delegated to Ion under the Time Brokerage Agreement.

SECTION 6. SPECIAL COVENANTS AND AGREEMENTS

6.1 FCC Consent.

(a) The assignment of the FCC Licenses in connection with the purchase and sale of the Assets pursuant to this Agreement shall be subject to the prior consent and approval of the FCC.

(b) Seller and Buyer shall promptly prepare an appropriate application for the FCC Consent and shall file the application with the FCC within five (5) business days of the execution of this Agreement. The parties shall prosecute the application with all reasonable diligence and otherwise use their reasonable best efforts to obtain a grant of the application as expeditiously as practicable. Each party agrees to comply with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (1) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the party of any of its representations, warranties, or covenants under this Agreement, and (2) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 9.

6.2 Control of the Station. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise, or direct, the operations of the Station; such operations, including complete control and supervision of all of the Station programs, employees, and policies, shall be the sole responsibility of Seller until the Closing.

6.3 Risk of Loss.

(a) The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets, other than any loss, damage or impairment resulting from actions taken (or, if required, not taken) by Ion pursuant to the Time Brokerage Agreement, from any cause whatsoever shall be borne by Seller at all times prior to the Closing.

(b) If any damage or destruction of the Assets or any other event occurs which (i) causes the Station to cease broadcasting operations for a period of fourteen more days or (ii) prevents in any material respect signal transmission by the Station in the normal and usual manner and Seller fails to restore or replace the Assets so that normal and usual transmission is resumed within thirty days of the damage, destruction or other event, Buyer, in its sole discretion, may (x) terminate this Agreement forthwith without any further obligations hereunder upon written notice to Seller or (y) proceed to consummate the transaction contemplated by this Agreement and complete the restoration and replacement of the Assets after the Closing Date, in which event Seller shall deliver to Buyer all insurance proceeds received in connection with such damage, destruction or other event.

6.4 Confidentiality. Except as necessary for the consummation of the transaction contemplated by this Agreement, including Buyer's obtaining of financing related hereto, and except as and to the extent required by law, including, without limitation, disclosure requirements of federal or state securities laws and the rules and regulations of securities markets, each party will keep confidential any information obtained from the other party in connection with the transactions contemplated by this Agreement. If this Agreement is terminated, each party will return to the other party all information obtained by the such party from the other party in connection with the transactions contemplated by this Agreement.

6.5 Environmental Audit. To the extent permitted by Lodestar, Buyer may, at its option and expense, retain an environmental consultant to be selected by Buyer to perform a Phase I environmental survey of the properties of the Station. If the survey discloses any material environmental hazard or material possibility of future liability for environmental damages or clean-up costs, Buyer shall immediately so notify Seller and Lodestar. Unless Seller shall have corrected any such material environmental hazard caused by Seller on or before the Closing Date, the total cost of such correction of such environmental hazard caused by Seller as determined by the environmental consultant, including amounts reasonably determined to be necessary for clean-up expenses, fines, assessments and damages payable to third parties, shall be deducted from the Purchase Price; provided, however, in the event that such total cost exceeds, or could reasonably be expected to exceed, \$1,000,000, Seller may terminate this Agreement upon written notice to Buyer, which notice must be delivered no later than 30 days after Seller receives written notice of the amount of such cost; provided further, however, that Seller shall not be permitted to terminate this Agreement if Buyer agrees in writing that Seller's total liability for any such cost shall be limited to a Purchase Price reduction in the amount of \$1,000,000. If the environmental survey discloses any material environmental hazard or material possibility of future liability for environmental damages or clean-up costs that have not been caused by Seller and such hazard has not been remedied on or before the Closing Date or adequate provision made therefor to the reasonable satisfaction of Buyer, Buyer may terminate this Agreement upon written notice to Seller.

6.6 Cooperation. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their reasonable best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation (i) to expend funds to obtain any of the Consents, other than funds for Buyer's portion of any filing or reasonable processing fee required to obtain any Consent or (ii) to agree to any material adverse change in any License or Assumed Contract to obtain a Consent required with respect thereto.

6.7 Access to Books and Records. Seller shall provide Buyer access and the right to copy for a period of three years from the Closing Date any books and records relating to the Assets that are not included in the Assets. Buyer shall provide Seller access and the right to copy for a period of three years from the Closing Date any books and records relating to the Assets.

6.8 Appraisal. Buyer and Seller agree to allocate the Purchase Price for tax and recording purposes in accordance with an appraisal to be conducted by an appraisal firm selected and paid for by Buyer with experience in the valuation and appraisal of television station assets.

6.9 Noncompetition Agreement. At Closing, Buyer and Seller shall enter into a Noncompetition Agreement in the form of Schedule 6.9 and \$100,000 of the Purchase Price shall be allocated to the covenants of Seller set forth therein on the Closing Date.

6.10 HSR Act Filing. [RESERVED]

6.11 Ion Media Networks, Inc. Guaranty. Ion Media Networks, Inc. (f/k/a Paxson Communications Corporation, hereafter "Ion") and Seller are parties to a certain Option Agreement dated as of November 14, 1997, as amended (the "Option Agreement"), pursuant to which Ion was granted the option to purchase the Assets and the Seller was granted the option to require Ion to purchase the Assets upon terms as set forth in the Option Agreement. Seller has exercised its option to require Ion to purchase the Assets; however, in lieu of executing this Agreement (and thereafter assigning its obligations to Buyer and entering into a separate agreement to guarantee the performance of all obligations of Buyer) as contemplated by the Option Agreement, Ion has requested that this Agreement be entered into directly with Buyer and that Ion's obligation to guarantee the performance of all obligations of Buyer to Seller (or to third parties for the benefit of Seller) be evidenced by this Section 6.11. Accordingly, in consideration of Seller's execution of this Agreement, Ion hereby irrevocably guarantees to Seller (the "Ion Guaranty"), as principal and not as surety, the full and prompt payment and performance by Buyer of all of Buyer's obligations under or pursuant to the provisions of this Agreement or under or pursuant to any agreements contemplated by this Agreement, whether between Buyer and Seller or Buyer and any third party (collectively, the "Buyer Obligations"). In furtherance of, and not in limitation of, the Ion Guaranty, Ion agrees as follows:

(a) Ion hereby absolutely, unconditionally and irrevocably guarantees to Seller and all of the successors, endorsees, transferees and assigns of Seller, the prompt and complete payment and timely performance when due of each of the Buyer Obligations. Further, Ion agrees to pay any and all attorneys' fees, collection costs and enforcement expenses that may be paid or incurred by Seller as the prevailing party in the enforcement of the Buyer Obligations.

Ion further agrees that:

(i) The obligations of Ion under this Ion Guaranty shall be the absolute, irrevocable, unconditional and continuing guaranty of the payment and the performance of the Buyer Obligations and notwithstanding any event or circumstance which may constitute, or might be construed to constitute, an equitable or legal discharge of a surety or a guarantor, it being the purpose and intent of Ion that this Ion Guaranty and Ion's obligations hereunder shall remain in full force and effect and be binding upon Ion and its successors until the Buyer Obligations and the obligations of Ion under this Ion Guaranty shall have been fully satisfied.

(ii) The liability of Ion shall not be affected or impaired by any of the following acts or things (all of which Seller is expressly authorized to do, omit or suffer from time to time, without notice to or approval by Ion): (a) any amendment, extension or modification of the Buyer Obligations, including any modification of the contractual terms applicable to any Buyer Obligations; or (b) any waiver, adjustment, forbearance, compromise or indulgence granted to Buyer (or any other party), any delay or lack of diligence in the enforcement of the Buyer Obligations or any failure to institute any proceeding, give any notice or otherwise take any action with respect to the enforcement of any Buyer Obligations.

(iii) Ion expressly agrees that Ion shall be and remain liable, to the fullest extent permitted by applicable law, whether or not the liability of Buyer or any other obligor is discharged pursuant to statute or judicial decision, including bankruptcy.

(iv) As between Seller and Ion, the Buyer Obligations may be declared to be due for purposes of this Ion Guaranty, and same shall be paid or performed by Ion notwithstanding any stay, injunction or other prohibition that may prevent, delay or vitiate any declaration as regards Buyer.

(v) Ion waives presentment, protest, demand for payment, notice of protest, dishonor, nonpayment or default, and notice of protest of any instrument evidencing the Buyer Obligations and all other notices to which Buyer or Ion is entitled. To the extent of Buyer Obligations which are monetary obligations, this Ion Guaranty is a guaranty of payment and not of collection. Ion agrees that Seller need not attempt to collect or enforce performance of any Buyer Obligations from Buyer, but may require Ion to make immediate payment of, or to effect immediate performance of, all Buyer Obligations to or for the benefit of Seller when due or at any time thereafter.

(vi) Ion will not exercise any rights that Ion may acquire by way of subrogation under this Ion Guaranty, following any payment made hereunder or otherwise, until all of the Buyer Obligations shall have been paid in full.

(b) To the extent permitted by law, the Seller may without any notice whatsoever to anyone, sell, assign or transfer all or any part of Seller's entitlement to the Buyer Obligations; and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said Buyer Obligations shall have the right to enforce this Ion Guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as though such assignee, transferee or holder were herein by name given such rights, powers and benefits.

(c) All demands, requests and other communications required or permitted to be given with respect to the Ion Guaranty shall be made in accordance with the provisions of Section 11.3.

(d) A waiver by Seller of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Seller would otherwise have on any future occasion. No failure to exercise nor any delay in exercising on the part of Seller any right, power or privilege with respect to the Ion Guaranty, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege with respect to the Ion Guaranty preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(e) As set forth above, in the event Buyer fails to perform any Buyer Obligations, Ion will promptly and fully do so in the Buyer's place and Seller shall be entitled to (but shall not be required to) enforce such Buyer Obligations directly against Ion without first attempting to enforce such Buyer Obligations against Buyer. Further, in enforcing such Buyer Obligations, Seller shall be entitled to enforce against Ion all remedies available to Seller under this Agreement, including specifically the entitlement to the rights and benefits of Sections 10.3, 10.6, 10.7 and 11.2, all in accordance with the provisions of this Agreement as though Ion were the Buyer.

(f) Ion represents and warrants to Seller that Ion is the ultimate parent corporation of each Buyer and that the provisions of this Agreement represent the valid and enforceable obligations of Ion and each Buyer and that the representations of Buyer are true and correct.

(g) The Ion Guaranty shall survive the closing of the transactions contemplated by this Agreement and shall continue to apply and survive until all Buyer Obligations under or pursuant to this Agreement (or any agreement contemplated by this Agreement) have been fully performed and indefeasibly satisfied in accordance with the terms thereof.

(h) The provisions of this Agreement to the contrary notwithstanding, Ion's obligations pursuant to the provisions of the Option Agreement shall remain in full force and effect until terminated in accordance with the provisions of the Option Agreement. Further, the provisions of this Agreement represent the Purchase Agreement contemplated by the Time Brokerage Agreement and that the Closing of the transactions contemplated by this Agreement shall effect a termination of the Time Brokerage Agreement, as contemplated by the Time Brokerage Agreement.

SECTION 7. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

7.1 Conditions to Obligations of Buyer. All obligations of Buyer at the Closing are subject at Buyer's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time, except insofar as any representation or warranty of Seller was true and complete in all material respects as of the date hereof but shall not be true and complete in all material respects as of the Closing Date as a result of (i) actions taken (or, if required, not taken) by Ion pursuant to the Time Brokerage Agreement or (ii) changes in any representation or warranty that could not reasonably be expected to cause a material adverse change in, or have a material adverse effect on, the Assets, the conduct of the business or operation of the Station or the ability of Seller to consummate the transactions contemplated by this Agreement in accordance with its terms.

(b) Covenants and Conditions. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Consents. All Consents shall have been obtained and delivered to Buyer without any material adverse change in the terms or conditions of any agreement or any governmental license, permit, or other authorization.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any conditions that need not be complied with by Buyer under Section 6.1 hereof, Seller shall have complied with any conditions imposed on it by the FCC Consent, and the FCC Consent shall have become a Final Order.

(e) Governmental Authorizations. Seller shall be the holder of all Licenses and there shall not have been any modification of any License that could have a material adverse effect on the Station or the conduct of its business and operations. No proceeding shall be pending or threatened the effect of which could be to revoke, cancel, fail to renew, suspend, or modify adversely any License.

(f) Deliveries. Seller shall have made or stand willing to make all the deliveries to Buyer set forth in Section 8.2.

(g) Adverse Change. Between the date of this Agreement and the Closing Date, there shall have been no material adverse change in the Assets of the Station, other than any material adverse change resulting from actions taken by Ion pursuant to the Time Brokerage Agreement.

(h) HSR Act. If applicable, the waiting period under the HSR Act shall have expired without unresolved action by the DOJ or the FTC to prevent the Closing.

(i) Time Brokerage Agreement. The Time Brokerage Agreement shall be in full force and effect, and Seller shall have complied in all material respects with its obligations thereunder.

7.2 Conditions to Obligations of Seller. All obligations of Seller at the Closing are subject at Seller's option to the fulfillment prior to or at the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date, including payment of the Purchase Price.

(c) Deliveries. Buyer shall have made or stand willing to make all the deliveries set forth in Section 8.3.

(d) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any conditions that need not be complied with by Seller under Section 6.1 hereof and Buyer shall have complied with any conditions imposed on it by the FCC Consent.

(e) HSR Act. If applicable, the waiting period under the HSR Act shall have expired without unresolved action by the DOJ or the FTC to prevent the Closing.

(f) Time Brokerage Agreement. The Time Brokerage Agreement shall be in full force and effect, and Ion shall have complied in all material respects with its obligations thereunder.

SECTION 8. CLOSING AND CLOSING DELIVERIES

8.1 Closing.

(a) Closing Date. The Closing shall take place at 10:00 a.m. on a date, to be set by written agreement of Buyer and Seller, that is (1) not earlier than the first business day after the FCC Consent is granted, and (2) not later than ten business days following the date upon which the FCC Consent has become a Final Order, subject to satisfaction or waiver of all other conditions precedent to the holding of the Closing. If Buyer and Seller fail to agree on the date for Closing prior to the fifth business day after the date upon which the FCC Consent becomes a Final Order, the Closing shall take place on the tenth business day after the date upon which the FCC Consent becomes a Final Order.

(b) Closing Place. The Closing shall be held at the offices of Dow, Lohnes & Albertson, 1200 New Hampshire Avenue, N.W., Suite 800, Washington, D.C. 20036, or any other place that is agreed upon by Buyer and Seller.

8.2 Deliveries by Seller. Prior to or on the Closing Date, Seller shall deliver to Buyer the following, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) Transfer Documents. Duly executed motor vehicle titles, assignments, and other transfer documents which shall be sufficient to vest good and marketable title to the Assets in the name of Buyer, free and clear of all claims, liabilities, security interests, mortgages, liens, pledges, conditions, charges or encumbrances, except for liens permitted pursuant to the provisions of this Agreement.

(b) Estoppel Certificates. An estoppel certificate of the licensor of the License included in the Real Property;

(c) Consents. A manually executed copy of any instrument evidencing receipt of any Consent;

(d) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Seller by an officer of Seller, certifying to Seller's satisfaction of the conditions described in Sections 7.1(a) and (b);

(e) Tax, Lien, and Judgment Searches. Results of a search for tax, lien, and judgment filings in the Secretary of State's records of the State of Louisiana as well as the records of those counties in Louisiana in which any of the Assets are located, such searches having been made no earlier than fifteen days prior to the Closing Date;

(f) Licenses, Contracts, Business Records, Etc. Copies of all Licenses, Assumed Contracts and all files and records of Seller relating to the operation of the Station;

(g) Noncompetition Agreement. The Noncompetition Agreement in the form as Schedule 6.9, duly executed on behalf of Seller; and

(h) Lenders Certificates. Such certificates and confirmations to Buyer's senior lenders as Buyer may reasonably request in connection with obtaining financing for the performance of its payment obligations hereunder so long as such certificates and confirmations do not create any liability or obligation of Seller to such lenders.

8.3 Deliveries by Buyer. Prior to or on the Closing Date, Buyer shall deliver to Seller the following, in form and substance reasonably satisfactory to Seller and its counsel:

(a) Purchase Price. The Purchase Price as provided in Section 2.3;

(b) Assumption Agreements. Appropriate assumption agreements pursuant to which Buyer shall assume and undertake to perform Seller's obligations under the Licenses and Assumed Contracts insofar as they relate to the time on and after the effective date of the Time Brokerage Agreement;

(c) Officer's Certificate. A certificate, dated as of the Closing Date, executed on behalf of Buyer by an officer of Buyer, certifying to Buyer's satisfaction of the conditions described in Section 7.2(a) and (b);

(d) Noncompetition Agreement. The Noncompetition Agreement in the form of Schedule 6.9 duly executed by Buyer and the payment of \$100,000 to Seller thereunder.

SECTION 9. TERMINATION

9.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Station abandoned, if Seller is not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by August 7, 2009.

(d) Environmental Hazards. If Seller exercises its right to terminate this Agreement pursuant to Section 6.5.

(e) Breach. Without limiting Seller's rights under the other provisions of this Section 9.1, if Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Buyer received written notice of such breach from Seller.

9.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, if Buyer is not then in material default, upon written notice to Seller, upon the occurrence of any of the following:

(a) Conditions. If on the date that would otherwise be the Closing Date any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order that would prevent or make unlawful the Closing.

(c) Upset Date. If the Closing shall not have occurred by August 7, 2009.

(d) Interruption of Service. If Buyer exercises its right to terminate this Agreement pursuant to Section 6.3.

(e) Environmental Hazards. If Buyer exercises its right to terminate this Agreement pursuant to Section 6.5.

(f) Breach. Without limiting Buyer's rights under the other provisions of this Section 9.2, if Seller has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within fifteen days after Seller received written notice of such breach from Buyer.

9.3 Rights on Termination. If this Agreement is terminated pursuant to Section 9.1 or Section 9.2 and neither party is in material breach of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. If this Agreement is terminated by Buyer due to Seller's material breach of this Agreement, or if this Agreement is terminated by Seller due to Buyer's material breach of this Agreement, Buyer or Seller, as the case may be, shall have all rights and remedies available at law or equity.

SECTION 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; CERTAIN REMEDIES

10.1 Representations and Warranties. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the Closing for a period of eighteen months. Any investigations by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, or covenant contained in this Agreement. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties.

10.2 Indemnification by Seller. Notwithstanding the Closing, and regardless of any investigation made at any time by or on behalf of Buyer or any information Buyer may have,

Seller hereby agrees to indemnify and hold Buyer harmless against and with respect to, and shall reimburse Buyer for:

(a) Any and all losses, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by Seller contained in this Agreement or in any certificate, document, or instrument delivered to Buyer under this Agreement.

(b) Any and all obligations of Seller not assumed by Buyer pursuant to this Agreement, including any liabilities arising at any time under any Contract not included in the Assumed Contracts.

(c) Any loss, liability, obligation, or cost resulting from the failure of the parties to comply with the provisions of any bulk sales law applicable to the transfer of the Assets.

(d) Any and all losses, liabilities, or damages resulting from the operation or ownership of the Station prior to the Closing, including any liabilities arising under the Licenses or the Assumed Contracts which relate to events occurring prior the Closing Date, except to the extent that any such losses, liabilities or damages result from any action taken(or, if required, not taken) by Ion under the Time Brokerage Agreement.

(e) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including reasonable legal fees and expenses, incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

10.3 Indemnification by Buyer. Notwithstanding the Closing, and regardless of any investigation made at any time by or on behalf of Seller or any information Seller may have, Buyer, jointly and severally, hereby agrees to indemnify and hold Seller harmless against and with respect to, and shall reimburse Seller for:

(a) Any and all losses, liabilities, or damages resulting from any untrue representation, breach of warranty, or nonfulfillment of any covenant by Buyer contained in this Agreement or in any certificate, document, or instrument delivered to Seller under this Agreement.

(b) Any and all obligations of Seller assumed by Buyer pursuant to this Agreement.

(c) Any and all losses, liabilities, or damages resulting from the operation or ownership of the Station on and after the Closing.

(d) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including reasonable legal fees and expenses, incident to any of

the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, or in enforcing this indemnity.

10.4 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from which indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim. If the claim relates to an action, suit, or proceeding filed by a third party against Claimant, such notice shall be given by Claimant within five days after written notice of such action, suit, or proceeding was given to Claimant.

(b) With respect to claims solely between the parties, following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of the thirty-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within the thirty-day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate remedy or under the arbitration provisions of this Agreement, as applicable.

(c) With respect to any claim by a third party as to which the Claimant is entitled to indemnification under this Agreement, the Indemnifying Party shall have the right at its own expense, to participate in or assume control of the defense of such claim, and the Claimant shall cooperate fully with the Indemnifying Party, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnifying Party. If the Indemnifying Party elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of such claim at its own expense. If the Indemnifying Party does not elect to assume control or otherwise participate in the defense of any third party claim, it shall be bound by the results obtained by the Claimant with respect to such claim.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

(e) The indemnifications rights provided in Sections 10.2 and 10.3 shall extend to the shareholders, directors, officers, employees, and representatives of any Claimant although for the purpose of the procedures set forth in this Section 10.4, any indemnification claims by such parties shall be made by and through the Claimant.

10.5 Limitations. The following limitations shall govern claims for indemnification pursuant to Section 10.1 or 10.2:

(a) No claim for indemnification shall be valid unless notice of such claim is delivered by the Claimant to the Indemnifying Party within eighteen (18) months following the Closing Date, except that the foregoing limitation shall not apply to any claim for indemnification by Seller under Section 10.3(b) hereof.

(b) No Indemnifying Party shall be required to indemnify a Claimant unless and until the total amount of all claims against such Indemnifying Party exceeds \$25,000 and then only to the extent of such excess, except that the foregoing limitation shall not apply to any claim for indemnification by Seller under Section 10.3(b) hereof.

(c) If, prior to the Closing, Seller notifies Buyer in writing that the conditions to Buyer's obligations at Closing set forth in Sections 7.1(c), (e) or (g) have not been satisfied (and such written notice describes in reasonable detail the basis for such non-satisfaction), and Buyer elects to waive the non-fulfillment of such conditions and perform its obligations at the Closing, Buyer shall be deemed to have waived its right to indemnification for and to the extent of the matters specifically identified by Seller in such written notice.

10.6 Specific Performance. The parties recognize that if either party breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate such party for its injury. Either party shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer or Seller to enforce this Agreement, Seller or Buyer, as the case may be, shall waive the defense that there is an adequate remedy at law.

10.7 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

SECTION 11. MISCELLANEOUS

11.1 Fees and Expenses. Buyer shall pay up to \$5,000 of all federal, state, or local sales or transfer taxes arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement, and Seller shall pay all such taxes in excess of \$5,000. Buyer and Seller shall each pay one-half of any fees payable to the FTC or DOJ in connection with any filing required under the HSR Act and all filing fees required by the FCC in connection with the FCC Consent. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives.

11.2 Arbitration. Except as otherwise provided to the contrary below, any dispute arising out of or related to this Agreement that Seller and Buyer are unable to resolve by

themselves shall be settled by arbitration by a panel of three (3) neutral arbitrators who shall be selected in accordance with the procedures set forth in the commercial arbitration rules of the American Arbitration Association. The persons selected as arbitrators shall have prior experience in the broadcasting industry but need not be professional arbitrators, and persons such as lawyers, accountants, brokers and bankers shall be acceptable. Before undertaking to resolve the dispute, each arbitrator shall be duly sworn faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of his or her understanding. The arbitration hearing shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association in Washington, D.C. The written decision of a majority of the arbitrators shall be final and binding on Seller and Buyer. The costs and expenses of the arbitration proceeding shall be assessed between Seller and Buyer in a manner to be decided by a majority of the arbitrators, and the assessment shall be set forth in the decision and award of the arbitrators. Judgment on the award, if it is not paid within thirty days, may be entered in any court having jurisdiction over the matter. No action at law or suit in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Seller or Buyer against the other except (i) an action to compel arbitration pursuant to this Section, (ii) an action to enforce the award of the arbitration panel rendered in accordance with this Section, or (iii) a suit for specific performance pursuant to Section 10.5.

11.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:	George S. Flinn, Jr. Flinn Broadcasting Corporation 188 South Bellevue, Suite 222 Memphis, TN 38104
With a copy to:	Stephen C. Simpson, Esq. Law Offices of Stephen C. Simpson 1250 Connecticut Avenue, N.W. Suite 200 Washington, D.C. 20036
If to Buyer or Ion:	R. Brandon Burgess, President Ion Media Networks, Inc. 601 Clearwater Park Road West Palm Beach, FL 33401

With a copy to: John R. Feore, Jr., Esq.
Dow, Lohnes & Albertson, PLLC
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 11.3.

11.4 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective successors and permitted assigns. Neither party hereto may assign this Agreement without the prior written consent of the other, except that (a) Buyer may assign its rights and obligations under this Agreement without Seller's consent to (i) any entity controlled by or under common control with Ion or (ii) any other entity designated by Buyer, so long as Ion determines, in the exercise of reasonable business judgment, that such entity possesses the financial capacity, and the requisite qualifications under the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder, to consummate the transactions contemplated by this Agreement and (b) Seller may assign its rights and obligations under this Agreement without Buyer's consent to any entity controlled by or under common control with Seller; provided, however, in the case of any assignment permitted under clause (a) or (b) above, as a condition precedent to the effectiveness of any such assignment, Buyer and Ion or Seller, as the case may be, shall, concurrent with such assignment, enter into an agreement with the other pursuant to which Buyer and Ion shall guarantee, with respect to an assignment by Buyer, or Seller shall guarantee, with respect to an assignment by Seller, the performance of all obligations assumed by such party's assignee. Upon any permitted assignment by a party in accordance with this Section 11.4, all references to "Buyer" herein shall be deemed to be references to Buyer's assignee and all references to "Seller" herein shall be deemed to be references to Seller's assignee, as the case may be. Notwithstanding the foregoing, either Buyer or Seller may assign its rights, benefits, duties or obligations hereunder to its lenders as collateral security for its obligations to such lenders.

11.5 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale, deeds, or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

11.6 Governing Law. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS THEREOF).

11.7 Headings. The headings in this Agreement are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

11.8 Gender and Number. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender, masculine, feminine, or neuter, and any other number, singular or plural, as the context requires.

11.9 Entire Agreement. This Agreement, the schedules, hereto, and all documents, certificates, and other documents to be delivered by the parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior negotiations between the parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

11.10 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 11.10.

11.11 Press Release. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that nothing contained herein shall prevent either party from (a) making such public announcements as may be required under federal or state securities laws or (b) promptly making all filings with governmental authorities as may, in its judgment be required or advisable in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

11.12 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

11.13 Joinder of Ion. Ion joins in the execution of this Agreement for the purpose of acknowledging and confirming that, as an inducement for and in consideration of the Seller's execution of this Agreement, Ion has agreed, and does hereby agree, that Ion shall be subject to, bound by and liable to the Seller pursuant to this Agreement as contemplated by Section 6.11, including the applicable provisions of Sections 10 and 11.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Asset Purchase Agreement as of the day and year first above written.

PAXSON COMMUNICATIONS OF NEW ORLEANS-49, INC.

By: [Signature]
Name: Brandon Burgess
Title: President and CEO

ION MEDIA NEW ORLEANS LICENSE, INC.

By: [Signature]
Name: Brandon Burgess
Title: President and CEO

FLINN BROADCASTING CORPORATION

By: [Signature]
Name: George S. Flinn, Jr.
Title: President

ION:

ION MEDIA NETWORKS, INC.

By: [Signature]
Name: Brandon Burgess
Title: President and CEO