

EQUITY REPURCHASE AGREEMENT

This **Equity Repurchase Agreement** (this **“Agreement”**), dated as of September 21, 2012 (the **“Effective Date”**), is by and among Media Holdco, LP, a Delaware limited partnership (**“Holdco”** or the **“Purchaser”**), Media Holdco GP, LLC, a Delaware limited liability company (**“Holdco GP”**), Media Holdco Parent, Inc., a Delaware corporation (**“GP Parent”**), the Avenue entities signatory hereto, the Trilogy entities signatory hereto, BD ION Media GP Holdings LLC, a Delaware limited liability company (**“BD ION GP”**), and each of the other Black Diamond Entities signatory hereto. Capitalized terms used but not defined shall have the meanings ascribed to them in Section 6.

RECITALS

WHEREAS, Holdco is the owner of the majority of the outstanding common stock (the **“ION Common Stock”**), par value \$0.001 per share, of ION Media Networks, Inc., a Delaware corporation (**“ION”**);

WHEREAS, the Sellers are the record and beneficial owners as of the date hereof of certain outstanding Equity Securities (as defined below) of the Holdco Entities (as defined below), and the Sellers are agreeing to sell hereunder all such Equity Securities other than the Put/Call Securities (as defined below) (collectively, the **“Purchased Holdco Entities Equity”**);

WHEREAS, certain Avenue entities are the record and beneficial owners of 31,471 warrants to purchase ION Common Stock at an exercise price, subject to adjustment as provided by the terms of such warrants and the Warrant Agreement, of \$500.00 (the **“Purchased Second Lien Warrants”**);

WHEREAS, certain Avenue entities are the record and beneficial owners of 31,069 warrants to purchase ION Common Stock at an exercise price, subject to adjustment as provided by the terms of such warrants and the Warrant Agreement, of \$687.50 (the **“Purchased Unsecured Warrants”** and, collectively with the Purchased Second Lien Warrants, the **“Purchased Warrants”** and, the Purchased Warrants collectively with the Purchased Holdco Entities Equity, the **“Purchased Equity”**);

WHEREAS, the Purchaser desires to purchase from the Sellers, in accordance with the terms and subject to the conditions set forth in this Agreement, the Purchased Equity for, in the aggregate, the Purchase Price;

WHEREAS, each Seller desires to sell to the Purchaser, in accordance with the terms and subject to the conditions set forth in this Agreement, the Purchased Equity owned by it for, in the aggregate, the Purchase Price (as defined below);

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchase and Sale.

1.1 Purchase and Sale of Purchased Equity. Each Seller, in reliance upon the representations and warranties of the other parties hereto contained herein and on the terms and conditions herein set forth, hereby agrees, severally and not jointly, to sell, assign, transfer, convey and deliver at the Closing all of such Seller's right, title and interest in and to the Purchased Holdco Entities Equity to the Purchaser, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens, such Purchased Holdco Entities Equity to correspond to the Purchase Price hereunder. The Purchased Holdco Entities Equity includes, in the case of Avenue, 37.4% of the Equity Securities of GP Parent and, and in the case of Trilogy, 14.5% of the Equity Securities of GP Parent. Each Avenue Seller that owns Purchased Warrants, in reliance upon the representations and warranties of the other parties hereto contained herein and on the terms and conditions herein set forth, hereby agrees, severally and not jointly, to sell, assign, transfer, convey and deliver at the Closing all of such Avenue Seller's right, title and interest in and to the Purchased Warrants to the Purchaser, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens. Purchaser, in reliance upon the representations of the other parties contained herein and on the terms and conditions set forth herein, hereby agrees to purchase at the Closing the Purchased Equity from the Sellers for, in the aggregate, the Purchase Price.

1.2 Purchase Price. The purchase price for all of the Purchased Equity shall be \$239,346,802 (the "**Purchase Price**"). The Purchase Price shall be paid at the Closing and delivered in accordance with Sections 1.4 and 1.5, as follows: (i) \$165,460,314 to Avenue in consideration of the Purchased Equity owned by Avenue less the balance of Avenue's pro rata share of the Reserve Fund (as defined below) less amounts withheld in accordance with Section 1.5, if any (the "**Avenue Purchased Equity Closing Payment**"), (ii) \$65,540,078 to Trilogy in consideration of the Purchased Holdco Entities Equity owned by Trilogy less the balance of Trilogy's pro rata share of the Reserve Fund less amounts withheld in accordance with Section 1.5, if any (the "**Trilogy Holdco Equity Closing Payment**"), (iii) \$8,346,409 to BDIF in consideration of the Purchased Holdco Entities Equity owned by BDIF less the balance of BDIF's pro rata share of the Reserve Fund less amounts withheld in accordance with Section 1.5, if any (the "**BDIF Holdco Equity Closing Payment**"). Purchaser may assign its rights hereunder to purchase any portion of the Purchased Equity (including its withholding rights pursuant to Section 1.5) to the issuer of the Purchased Holdco Entities Equity; provided, that no such assignment shall relieve Purchaser of its obligation to pay the Purchase Price if any such assignee fails to timely do so. Each Avenue or Trilogy Seller, as applicable, shall be allocated the same amount of Purchase Price per Equity Security as each other Avenue or Trilogy Seller to the extent such applicable Sellers have the same type of Purchased Equity.

1.3 Closing. Upon the terms and subject to the conditions set forth in this Agreement, the purchase and sale of the Purchased Equity (the "**Closing**") shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago,

Illinois, 60606 at 10:00 a.m. (Chicago time), as soon as practicable, but no later than the third Business Day following the satisfaction and/or waiver of each of the conditions set forth in Article 4 (excluding conditions that, by their terms, cannot be satisfied until the Closing, but the Closing shall be subject to the satisfaction or waiver of those conditions), or at such other time as the parties hereto may agree in writing (such date on which the Closing is to take place, the “**Closing Date**”).

1.4 Closing Deliveries. At the Closing:

1.4.1 Each Seller shall deliver to the Purchaser (and its permitted assigns) (i) the Purchased Holdco Entities Equity owned by such Seller to be conveyed hereunder and (ii) all other previously undelivered documents, instruments or writings required to be delivered by such Seller at or prior to the Closing pursuant to this Agreement or otherwise required to transfer good and valid title to the Purchased Holdco Entities Equity owned by such Seller (including any stock certificates evidencing such Purchased Holdco Entities Equity duly endorsed in blank, or accompanied by stock powers duly endorsed in blank, any other certificates evidencing such Purchased Holdco Entities Equity and any assignment agreements required by the agreements governing such Equity Securities), free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens, and such other documents and instruments as the Purchaser or its counsel reasonably shall deem necessary to consummate the transactions contemplated hereby.

1.4.2 (i) the Purchaser (or its permitted assigns) shall deliver (A) to Avenue the Avenue Purchased Equity Closing Payment, by wire transfer of immediately available funds to the account or accounts in the amounts designated by Avenue in writing to Purchaser at least five Business Days prior to the Closing Date, (B) to Trilogy the Trilogy Holdco Equity Closing Payment, by wire transfer of immediately available funds to the account or accounts in the amounts designated by Trilogy in writing to Purchaser at least five Business Days prior to the Closing Date, and (C) to BDIF the BDIF Holdco Equity Closing Payment, by wire transfer of immediately available funds to the account or accounts designated by BDIF in writing to Purchaser at least five Business Days prior to the Closing Date, and (ii) each Holdco Entity and Black Diamond shall deliver to each Seller all other previously undelivered documents, instruments or writings required to be delivered by such Holdco Entity at or prior to the Closing pursuant to this Agreement or otherwise required in connection herewith and such other documents and instruments as such Seller or its counsel reasonably shall deem necessary to consummate the transactions contemplated hereby.

1.4.3 (i) Avenue shall (A) surrender the Warrant Certificates (as defined in the Warrant Agreement) evidencing the Purchased Warrants, along with a fully completed and executed Form of Assignment (in the form attached to the Warrant Certificates), medallion stamped, to the Warrant Agent for transfer to the Purchaser and (B) deliver to the Purchaser and/or the Warrant Agent all other previously

undelivered documents, instruments or writings otherwise required to transfer good and valid title to the Purchased Warrants, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than Permitted Liens and (ii) Purchaser shall deliver to ION and the Warrant Agent an agreement, in the form of Exhibit A hereto, duly executed by Purchaser for the benefit of ION to be bound by the terms and conditions of the Warrant Agreement and the Purchased Warrants.

1.5 Withholding Rights.

1.5.1 As of the Effective Date, neither the Purchaser nor any Seller anticipates that any withholding will be required under the Code or any provision of state, local, provincial or foreign tax Law. Notwithstanding the foregoing sentence, the Purchaser shall be entitled to deduct and withhold from any payment otherwise deliverable by it under this Agreement to any Seller such amounts in cash as the Purchaser is required to withhold and pay over to the applicable Governmental Authority with respect to any such deliveries and payments under the Code or any provision of state, local, provincial or foreign tax Law. To the extent that amounts are so withheld and paid over, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the applicable Seller for all purposes including as a credit against paying the Purchase Price. The Sellers agree to provide Purchaser with current, properly completed and executed Forms W-9 or W-8, as applicable, in advance of the Closing.

1.5.2 If the Purchaser intends to withhold amounts pursuant to Section 1.5.1 from any payment otherwise deliverable to a Seller:

- (a) The Purchaser shall notify such Seller of its intention to so withhold at least ten Business Days prior to the Closing, setting forth its basis for, and its calculation of, the withholding.
- (b) If such Seller objects to such withholding, it shall notify the Purchaser within three Business Days of the notice in clause (a) of the basis of its objection and its calculation of the appropriate amount of withholding, if any. If such Seller does not object pursuant to the preceding sentence, the Purchaser's determination pursuant to Sections 1.5.1 and 1.5.2(a) shall be final, binding and conclusive.
- (c) The Purchaser and such Seller shall have two Business Days from the date of the notice in clause (b) to resolve the disagreement regarding withholding. If the Purchaser and such Seller cannot resolve the disagreement by the end of the second such Business Day, they shall select a mutually acceptable national accounting firm (the "**Accountant**") to resolve the disagreement and determine the appropriate amount of withholding, if any. If the Purchaser and such Seller cannot mutually agree on the Accountant, each may eliminate one of the "Big Four" accounting firms from the selection, and Purchaser and such Seller shall randomly select one accounting firm from the remaining firms.
- (d) The Accountant shall have until 9:00 a.m. (Chicago time) on the last Business Day prior to the Closing Date to make a determination of whether withholding is required and, if so, in what amount. In making its determination, the Accountant shall consider the submissions by the Purchaser and such Seller sent to each other and any supplemental submissions by the Purchaser and such Seller; provided, that if the Accountant

determines that it would be useful to get additional submissions from the Purchaser and/or such Seller before making its decision, the Accountant may do so. To the extent the Accountant cannot make a determination whether withholding is or is not required by 9:00 a.m. (Chicago time) on the last Business Day prior to the Closing Date, the Closing Date shall be delayed until one Business Day after such determination is made; provided, that the Termination Date and each of the dates in Schedule II-A shall be increased by the duration of such delay. The Accountant's decisions shall be final, binding and conclusive. The cost of the Accountant shall be borne equally by the Purchaser and such Seller.

2. Representations and Warranties; Acknowledgements.

2.1 Representations and Warranties of the Sellers. Each Seller, severally and not jointly, represents and warrants to the Holdco Entities and Black Diamond as to such Seller's ownership of Purchased Equity that:

- 2.1.1** except as the result of Equity Securities of ION as may have been acquired by Purchaser after the date hereof pursuant to Section 3.1.1(iii), if such Seller is Avenue, the Avenue Sellers are the record and beneficial owners of (A) 39.8% of the outstanding Equity Securities of GP Parent and the portion of the outstanding Equity Securities of each of the other Holdco Entities not owned by other Holdco Entities to be conveyed by it hereunder and (B) the Purchased Warrants, in each case free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens, and has good and valid title thereto; if such Seller is Trilogy, the Trilogy Sellers are the record and beneficial owners of 15.4% of the Equity Securities of GP Parent and the portion of the outstanding Equity Securities of each of the other Holdco Entities not owned by other Holdco Entities to be conveyed by it hereunder, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens, and has good and valid title thereto; if such Seller is BDIF, BDIF is the record and beneficial owner of the portion of the outstanding Equity Securities of Holdco not owned by other Holdco Entities to be conveyed by it hereunder, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens, and has good and valid title thereto.
- 2.1.2** immediately prior to the Closing such Seller and its Affiliate Transferees (as defined in the Holdco Governance Documents) shall not own any Equity Securities of the Holdco Entities or ION other than (i) the Purchased Equity to be transferred by it hereunder and (ii) the Put/Call Securities; and
- 2.1.3** upon consummation of the transactions provided for in this Agreement in accordance with the terms hereof, such Seller will deliver to the Purchaser (or its permitted assignee) good and valid title to the Purchased Equity transferred by it hereunder, free and clear of all liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever, other than the Permitted Liens.

2.2 Mutual Representations and Warranties of the Parties. Each party to this Agreement, severally and not jointly, represents and warrants to each other party to this Agreement that:

- 2.2.1** such party is duly formed or organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or organization and has all necessary power and capacity and is otherwise legally entitled to enter into this Agreement and (i) in the event such party is a Seller, to transfer the Purchased Equity to the Purchaser (or its permitted assignee) on the terms and conditions set out in this Agreement, or (ii) in the event such party is the Purchaser, to purchase the Purchased Equity from the Sellers and to pay the Purchase Price to the Sellers on the terms and conditions set out in this Agreement;
- 2.2.2** the execution, delivery and performance by such party of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or other entity action of such party;
- 2.2.3** such party has duly and validly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws affecting the enforcement of creditors' rights generally, public policy and general equitable principles;
- 2.2.4** as of the date hereof, such party knows of no action, proceeding or investigation pending or threatened involving such party that places in question the validity or enforceability of this Agreement or its ability to consummate the transactions contemplated hereby;
- 2.2.5** neither such party nor any of its Affiliates have employed any broker or finder or incurred any liability for any brokerage or finder's fees or commissions or expenses related thereto in connection with the negotiation, execution or consummation of this Agreement or any of the transactions contemplated hereby;
- 2.2.6** except the FCC Approval, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority, is required by or with respect to such party in connection with the execution and delivery of this Agreement or the consummation by such party of the transactions contemplated hereby; and
- 2.2.7** except for waivers or consents that have been obtained or are in full force and effect, the execution and delivery of this Agreement by such party does not, and the consummation of the transactions contemplated hereby will not, conflict with or result in any violation of, or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, modification or acceleration of any obligation or to a loss of a benefit under, or result in the creation of a lien upon any of the properties or assets of such party under (i) any

organizational documents of such party; (ii) any Law, order, writ, judgment, injunction, decree, statute, rule, regulation or agreement applicable to such party or by which any property or asset of such party is bound or affected; or (iii) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise, or other instrument or obligation to which such party is a party or by which such party or any property or asset of such party is bound or affected.

2.3 Acknowledgements. Each party hereto acknowledges and agrees as follows:

2.3.1 such party is voluntarily assuming all risks associated with the transactions contemplated by this Agreement and expressly warrants and represents that other than as expressly set forth herein, (i) neither the Sellers, the Holdco Entities, ION, Black Diamond, their respective Affiliates, nor any of their or their Affiliates' respective partners, officers, directors, employees, or agents has made, and such party disclaims the existence of or its reliance on, any representation or warranty, express or implied, regarding the Sellers, the Holdco Entities, ION, Black Diamond or the transactions contemplated by this Agreement, (ii) such party is not relying on any disclosure or non-disclosure made or not made, or the completeness thereof, in connection with or arising out of the transactions contemplated hereby, and therefore has no claims against the Sellers, the Holdco Entities, ION, Black Diamond, their respective Affiliates, or their or their Affiliates' respective equity holders, members, partners, officers, managers, directors, employees and agents and each of their respective, successors, assigns, heirs and representatives with respect thereto and (iii) if any such claim may exist, such party, recognizing its disclaimer of reliance and the Sellers', the Holdco Entities' and Black Diamond's reliance on such disclaimer as a condition to entering into the transactions contemplated by this Agreement, covenants and agrees not to assert it against the Sellers, the Holdco Entities, ION, Black Diamond, their respective Affiliates or their or their Affiliates' respective equity holders, members, partners, officers, managers, directors, employees and agents and each of their respective successors, assigns, heirs and representatives; provided, that the parties hereby acknowledge that nothing in this section is intended to impair the rights to indemnification of the directors and officers (and their Affiliates) of the Holdco Entities and ION pursuant to the applicable governance documents and the indemnification agreements between each of such directors and officers and the Holdco Entities and ION, as applicable, and such rights to indemnification shall survive the Closing, including as provided in Section 7.17; and

2.3.2 such party acknowledges that Avenue, Trilogy, BDIF and Black Diamond, together with certain of their respective Affiliates, (i) are entitled to designate certain members of the board of directors of the Holdco Entities and ION pursuant to the Holdco Governance Documents and the ION Securityholders' Agreement, (ii) each party has the same access to information, and (iii) each party releases the others with respect to any claim relating to information the other may have relating to the value or operations of the Holdco Entities and ION.

3. Covenants and Agreements.

3.1 Waivers of Required Approval and Transfer Restrictions; Board Resignations and Removals.

3.1.1 Subject to Section 3.1.4 below, notwithstanding anything set forth in the Holdco Governance Documents to the contrary, the parties hereto agree that the Required Approval (as defined in the applicable Holdco Governance Documents) of Avenue or Trilogy shall not be required (and is hereby waived) for the Holdco Entities to take any of the following actions (but specifically excluding (x) the actions contemplated under Section 3.1.6 on the Closing Date, which shall be covered by Section 3.1.6, (y) causing Holdco to approve any of the actions of ION or its Subsidiaries set forth on Schedule I of the by-laws of ION or causing Holdco to vote any shares of common stock of ION in favor of any matter submitted to the stockholders of ION for approval or appoint directors of ION and (z) any action that would lead to or result in the amendment to or termination of any Holdco Governance Document other than as set forth in Section 3.1.7 below) (i) reasonably necessary in order to prepare for consummation of the transactions contemplated by this Agreement, being, (A) any actions taken to negotiate the Financing (as defined below) and fulfill any conditions thereunder or requirements of the lenders with respect thereto, including the payment of fees and evidencing the collateral securing Holdco's obligations under the Financing (which may include all assets of Holdco including a pledge of the Equity Securities of ION held by Holdco as security for Holdco's obligations under such Financing); provided, that any material inconsistency with Schedule II shall be subject to the approval of the Sellers in accordance with Section 3.5, (B) providing any Confidential Information (as defined in the applicable Holdco Governance Documents) regarding the Holdco Entities to Governmental Authorities, financing sources and their representatives or other third parties, (C) taking any actions contemplated by Section 3.4 to be taken by the Holdco Entities (excluding (1) clause (vii) other than the litigation described in Section 3.1.1(ii)(C) and (2) the penultimate sentence of such Section 3.4), and (D) negotiating, executing, delivering or consummating any amendments to this Agreement on behalf of the Holdco Entities (for the avoidance of doubt, Sellers consent to any such amendment shall be required pursuant to Section 7.11) and negotiating any further agreements, instruments or documents contemplated by this Agreement or any Financing Arrangements (as defined below) or reasonably necessary in order to consummate the transactions contemplated by this Agreement or the Financing Arrangements, (ii) reasonably necessary to exercise or enforce the rights, or perform the obligations, of the Holdco Entities under this Agreement, including (A) terminating this Agreement on behalf of the Holdco Entities in accordance with its terms, (B) waiving on behalf of the Holdco Entities the conditions to Closing set forth in Section 4.2, (C) initiating or maintaining litigation by the Holdco Entities against the Sellers, or defending litigation by the Sellers against the Holdco Entities, with respect to this Agreement, including with respect to breaches by other parties or the enforcement of the Holdco Entities' rights hereunder, (D) granting any consent of the Holdco Entities under this

Agreement, and (E) exercising Purchaser's withholding rights under this Agreement, or (iii) so long as Black Diamond contributes the funds, purchasing, or causing Holdco to purchase, any equity securities of ION and negotiating and executing any agreements or documents in connection therewith and Avenue and Trilogy hereby waive any rights to participate in such purchase; provided, that the parties shall cooperate to structure such purchase as to not hinder or delay any required approval of any Governmental Authority (a "**Governmental Approval**") contemplated by this Agreement or otherwise require any Governmental Approval; provided, further, if it is not possible to prevent the hindering or delaying of this transaction, Black Diamond may complete such portion of the transaction as does not cause a hindrance or delay; provided, further, any amendment to an FCC Application to reflect the acquisition of additional Equity Securities of ION by Holdco shall not be considered a hindrance or delay. Each of Avenue and Trilogy hereby irrevocably grants to, and appoints, BD ION GP, with respect to Sellers that are stockholders of GP Parent, and BD ION Media LP Holdings LLC, a Delaware limited liability company, with respect to Sellers that hold Equity Securities of other Holdco Entities, such Seller's proxy and attorney in fact (with full power of substitution), for and in the name, place and stead of such Seller, to vote the applicable Equity Securities of the Holdco Entities held by such Seller, or to grant a consent or approval in respect of such Equity Securities, in connection with any meeting of the stockholders of the Holdco Entities or any action by written consent in lieu of a meeting of stockholders of the Company in order to effectuate the foregoing and on the Closing Date the matters set forth in Section 3.1.6; provided, that this grant and appointment shall automatically terminate upon termination of this Agreement.

- 3.1.2** Subject to Section 3.1.4, notwithstanding anything set forth in the Holdco Governance Documents to the contrary, to the extent not subject to Required Approval (as modified above) of Avenue or Trilogy, the parties agree that the applicable Black Diamond entity is hereby entitled and solely empowered to cause the Holdco Entities to take any actions specified in Section 3.1.1, and each of the other parties hereto waives any right of consent with respect to such matters. In addition, subject to Section 3.1.4, from and after the Effective Date, a Special Committee of the Board of Directors of GP Parent shall be formed consisting solely of directors designated to the Board of Directors of GP Parent by Black Diamond and shall be empowered by the Board of Directors of GP Parent to take any actions specified in Section 3.1.1.
- 3.1.3** Subject to Section 3.1.4, notwithstanding anything set forth in the Holdco Governance Documents to the contrary, the parties hereto agree that the Sellers (other than BDIF) will deliver in connection herewith to Black Diamond and the Holdco Entities the resignations of all members of the boards of directors of the Holdco Entities and ION designated or nominated by the Sellers (other than BDIF), such resignations to be effective as of 9:00 a.m. ET on the Closing Date (which resignations shall be withdrawn and of no effect if the Closing does not occur but otherwise irrevocable).

- 3.1.4** In the event of a termination of this Agreement prior to the Closing, the parties hereto agree that the provisions of Sections 3.1.1, 3.1.2, 3.1.3, 3.1.5, 3.1.6 and 3.2 shall be automatically cancelled (unless otherwise agreed by the applicable parties in writing), and the provisions of the Holdco Governance Documents as in effect on the day prior to the Effective Date shall thereafter apply to all actions of the Holdco Entities. The provisions of this Section 3.1.4 shall survive any termination of this Agreement.
- 3.1.5** Each party hereto hereby waives any and all transfer restrictions with respect to the purchase and sale of the Purchased Equity and the Put/Call Securities as contemplated by this Agreement and the Put/Call Agreements, including any right of first refusal pursuant to the Holdco Governance Documents, Section 1.04 of the ION Securityholders' Agreement, or Section 2.4(f) of the Warrant Agreement and any associated notice requirements relating to the transactions contemplated by this Agreement and the Put/Call Agreements. Avenue and Trilogy each waive any right to participate, or cause Holdco to participate, in the acquisition of ION Equity Securities (as defined in the ION Securityholders' Agreement) from any third party pursuant to the Holdco Governance Documents during the term of this Agreement and the Put/Call Agreements. Avenue and Trilogy each waive any right to participate, or cause Holdco to participate, in Debt Financing (as defined in the ION Securityholders' Agreement) pursuant to the Holdco Governance Documents, which Debt Financing would close on or after the Closing Date, during the term of this Agreement and the Put/Call Agreements.
- 3.1.6** Subject to Sections 3.1.4 and 3.2, and the provisions of the Put/Call Agreements with respect to the Holdco Governance Documents, notwithstanding anything set forth in the Holdco Governance Documents to the contrary, the parties hereto agree that effective as of 10:00 a.m. (Chicago time) on the Closing Date, the Required Approval (as defined in the applicable Holdco Governance Documents) of Avenue or Trilogy shall not be required (and is hereby waived) for the Holdco Entities to take any actions whatsoever and the applicable Black Diamond entity is hereby entitled and solely empowered to cause the Holdco Entities to take any actions whatsoever (specifically including causing Holdco to approve any of the actions of ION or its Subsidiaries set forth on Schedule I of the by-laws of ION or causing Holdco to vote any shares of common stock of ION in favor of any matter submitted to the stockholders of ION for approval or appoint directors of ION), including with respect to ION, in each instance to the extent reasonably necessary to consummate solely the Closing in accordance with this Agreement and a revolver loan agreement by ION, and each of the other parties hereto waives any right of consent with respect to such actions; provided, that the Black Diamond entities will use their reasonable best efforts to ensure that all such actions are contingent upon the Closing; provided, further, that if the Closing does not occur, the parties shall cooperate, and hereby agree, to reverse or cancel any such actions that were not contingent upon the Closing to the extent possible (e.g., an agreement with a third party may not be possible to cancel); provided, further, that Black Diamond shall be responsible for any costs, expenses or liabilities in connection with the performance of obligations thereunder by any Holdco Entity

of any agreement related to the Financing and Black Diamond is not required to make a payment to cancel any such agreement.

- 3.1.7** To the extent inconsistent with this Agreement, the parties agree that the Holdco Governance Documents are amended hereby. Upon termination of this Agreement in accordance with the provisions of Section 5.1, the Holdco Governance Documents are hereby amended as of such termination date to their original form as of immediately prior to the Effective Date and the rights of the Sellers shall be reinstated as set forth in the Holdco Governance Documents immediately prior to the Effective Date; provided, however, there shall be no breach of such Holdco Governance Documents for actions permitted by this Agreement taken prior to their reinstatement.
- 3.2 Closing Date Amendments to the Holdco Governance Documents.** The parties hereto agree that effective as of 10:00 a.m. (Chicago time) on the Closing Date, the Holdco Governance Documents may be amended by Black Diamond without any direct or indirect approval of the Sellers, to the extent reasonably necessary to effectuate the Closing (but contingent upon the Closing) and in any other respect (subject to Section 7.17 hereof and except as would prevent performance of the Put/Call Agreements). Notwithstanding the foregoing, the parties agree that any such amendment to the Holdco Governance Documents will be cancelled if the Closing does not occur; provided, however, there shall be no breach of such Holdco Governance Documents for actions permitted by any such amendment prior to its cancellation.
- 3.3 Certain Actions Regarding Purchased Warrants.** As promptly as practicable upon the written request of Black Diamond, Avenue hereby agrees to deliver one or more Transfer Notices (as defined in the Warrant Agreement) with respect to the Purchased Warrants to ION and the Warrant Agent in a form reasonably satisfactory to Black Diamond.
- 3.4 Reasonable Best Efforts.** Upon the terms and subject to the conditions set forth in this Agreement and except to the extent specifically provided otherwise herein, the parties hereto shall each use their reasonable best efforts to promptly (i) take, or to cause to be taken, all actions, and to do, or to cause to be done, and to assist and cooperate with the other parties in doing all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable after the Effective Date; (ii) obtain from any Governmental Authorities any actions, non-actions, clearances, waivers, consents, approvals, permits or orders required to be obtained by any parties hereto or any of their respective Subsidiaries in connection with the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; (iii) make all necessary registrations and filings, and thereafter make any other required submissions, with respect to this Agreement and the consummation of the transactions contemplated hereby required under (1) any applicable federal or state securities Laws, (2) any foreign, federal or state banking Laws, or other financial regulation, (3) the investment Laws of jurisdictions other than the United States, (4) the Communications Laws, including the FCC Applications, which shall be filed as promptly as possible after the date hereof, but in no event later than five Business Days after the

date hereof and (5) any other applicable Law; provided, however, that the parties hereto will cooperate with each other in connection with the making of all such filings, including providing copies of all such filings and attachments to outside counsel for the non-filing parties; (iv) furnish all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated by this Agreement; (v) keep the other parties informed in all material respects of any material communication received by such party from, or given by such party to, any Governmental Authority and of any material communication received or given in connection with any proceeding by a private party, in each case relating to the transactions contemplated by this Agreement, including by notifying the other party as soon as reasonably practicable in the event it becomes aware of any facts, actions, communications or occurrences that might directly or indirectly impede the parties' ability to secure FCC Approval for any of the FCC Applications; (vi) permit the other parties to review any material communication delivered to, and consulting with the other parties in advance of any meeting or conference with, any Governmental Authority relating to the transactions contemplated by this Agreement or in connection with any proceeding by a private party relating thereto, and giving the other parties the opportunity to attend and participate in such meetings and conferences (to the extent permitted by such Governmental Authority or private party); (vii) avoid the entry of, or have vacated or terminated, any decree, order, or judgment that would restrain, prevent or delay the Closing, including defending any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby; (viii) except as required by Law, avoid taking any action that it knows would materially delay or materially impede the receipt of the FCC Approval for any FCC Application; and (ix) diligently prosecute the FCC Applications, including responding promptly to any requests by the FCC for amendments of the FCC Applications, opposing any petitions to deny or informal objections filed against the FCC Applications (and opposing any petition for reconsideration or application for review seeking reversal or rescission of the FCC Approval for the FCC Applications) and otherwise using their reasonable best efforts to obtain the FCC Approval as soon as practicable; provided, however, that no party shall have any obligation to (1) participate in any evidentiary hearing before the FCC on any of the FCC Applications or (2) seek reconsideration or review or otherwise appeal a decision of the FCC to dismiss any of the FCC Applications as unacceptable for filing. No party to this Agreement shall consent to any voluntary delay of the Closing at the behest of any Governmental Authority without the consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. Notwithstanding this Section 3.4, none of the parties hereto is obligated to (i) hold separately (in trust or otherwise), divest itself of, or otherwise rearrange the composition of, any of its assets; (ii) agree to any limitations on such Person's freedom of action with respect to future acquisitions of assets or with respect to any existing or future business or activities or on the enjoyment of the full rights or ownership, possession and use of any asset now owned or hereafter acquired by such Person; or (iii) agree to any of the foregoing or any other conditions or requirements of any Governmental Authority or to take, or to cause to be taken, any other steps or to make any other undertakings to avoid or eliminate impediments under any antitrust, merger control, competition, or trade regulation Law or the Communications Laws that

may be asserted by any Governmental Authority with respect to consummation of the transactions contemplated by the Agreement.

- 3.5 Financing.** Each of the Holdco Entities and Black Diamond shall use their reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable that are within its control to (i) subject to the proviso below, obtain the financing as described on Schedule II, and to the extent such terms are not set forth on or contemplated by Schedule II, on such other terms satisfactory to each of Purchaser and Black Diamond in its reasonable discretion (such financing, the “**Financing**”), (ii) satisfy on a timely basis all the conditions to obtaining the Financing set forth on Schedule II and the financing time schedule and covenants set forth on Schedule II-A, (iii) enter into definitive financing agreements with respect to the Financing as contemplated by Schedule II (the “**Financing Arrangements**”), so that the Financing Arrangements are in effect at or prior to Closing and (iv) consummate the Financing at or prior to Closing; provided, however, that nothing herein shall obligate any Holdco Entity or Black Diamond to agree to enter into definitive financing agreements with respect to the Financing that contain material terms and conditions inconsistent with, or not reasonably contemplated by, Schedule II or pay any commitment fee or provide any additional capital in connection with the Financing or to make the Financing itself or through an Affiliate. The parties hereto agree that any Financing Arrangements that are materially inconsistent with the items identified with an asterisk on Schedule II are subject to the approval of the Sellers not to be unreasonably withheld or delayed.
- 3.6 Avenue and Trilogy Financing Cooperation.** Subject to the last sentence of Section 3.5, each of Avenue and Trilogy shall use their reasonable best efforts to provide all cooperation (but shall not be required to execute any documents or bear any expenses) requested by the Holdco Entities or Black Diamond in connection with the Financing including providing any Holdco Entity or ION information requested by the Financing sources with respect to the placement or marketing of the Financing.
- 3.7 Confidentiality.** Except as may be required by Law, no party or their respective Affiliates, employees, agents and representatives will disclose to any Person any Confidential Information without the prior written consent of the other parties; provided, however, a party may make such disclosures as follows: (i) to its Affiliates and its or its Affiliates’ employees, counsel or accountants; provided, that such Persons have been informed of the confidential nature of the information and directed to keep such information confidential, and, in any event, the party disclosing such information shall be liable for any failure by such Persons to abide by the provisions of this Section 3.7 and (ii) to the extent required by Law to be included in the FCC Application. The provisions of this Section 3.7 shall survive and remain enforceable against each party for a period of two years following the date hereof.
- 3.8 Further Assurances.** Each party hereto will use its reasonable best efforts to cause all of the conditions to its and the other parties’ obligations hereunder to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement to the end that the transactions contemplated by this Agreement shall be

effected substantially in accordance with their respective terms. At all times before, on or after the date hereof, each party will, and will cause its respective Affiliates to, cooperate in good faith with the other parties and will, and will cause its respective Affiliates to, promptly take all appropriate action and execute any and all documents, instruments or conveyances of any kind which any other party may reasonably request to consummate or implement any of the transactions contemplated hereby or thereby or to evidence such events or matters.

3.9 Tax Matters. The Purchaser shall make, and the parties hereby consent to, elections (i) under Section 754 of the Code for the taxable year of the Purchaser that includes the Closing Date and (ii) to use the “interim closing of the books” method and the “calendar day convention” under Treasury Regulation Section 1.706-4 for the taxable year of the Purchaser that includes the Closing Date.

3.10 No Transfers. Prior to the Closing and other than to the Purchaser (or Purchaser’s permitted assigns) hereunder, no Seller shall assign, transfer or convey any of such Seller’s right, title and interest in and to such Seller’s Purchased Equity, except to an Affiliate of such Seller that agrees in writing to be bound by the terms of this Agreement as a Seller, provided such transfer does not hinder or delay any Governmental Approval contemplated by this Agreement or otherwise require any Governmental Approval.

4. CONDITIONS.

4.1 Conditions to the Obligations of the Sellers. The obligations of the Sellers hereunder to consummate the transactions contemplated hereby are subject to the fulfillment, at or before the Closing, of each of the following conditions (any or all of which may be waived in whole or in part by the Sellers):

4.1.1 Representations and Warranties of the Holdco Entities and Black Diamond.

Each of the representations and warranties of each of the Holdco Entities and Black Diamond contained in Article 2 shall be true and accurate in all material respects as of the Closing as if made at and as of such time (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which representations and warranties need only be true and accurate in all material respects as of such date or with respect to such period).

4.1.2 Covenants of the Purchasers and Black Diamond. Each of the Holdco Entities and Black Diamond shall have performed in all material respects all of the covenants and agreements hereunder required to be performed by them on or prior to the Closing Date.

4.1.3 Certificate. The Sellers shall have received a certificate executed on behalf of each of the Holdco Entities and Black Diamond by a duly authorized officer of such party, dated as of the Closing Date, to the effect that, the conditions set forth in Sections 4.1.1 and 4.1.2 with respect to such party have been satisfied.

- 4.1.4 FCC Approval.** The FCC Approval shall have been obtained and shall have become a Final Order.
- 4.1.5 No Order.** No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of such transactions.
- 4.1.6 Financing.** Purchaser shall have obtained the Financing on terms consistent with the items identified with an asterisk on Schedule II, and if materially inconsistent with such terms, with such changes to such terms as are approved in accordance with Section 3.5.
- 4.1.7 Put/Call Agreements.** Purchaser shall have duly executed and delivered to each of Avenue and Trilogy a Put/Call Agreement in a form reasonably satisfactory to each of the parties (the “**Put/Call Agreements**”).
- 4.1.8 FIRPTA.** The Sellers shall have received from ION (i) a properly executed certificate, in form and substance reasonably acceptable to the Sellers, dated not more than 30 days prior to the Closing Date and complying with the Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3), that states that shares of ION Common Stock and Purchased Warrants are not “United States real property interests” and (ii) a properly executed form of notice to the Internal Revenue Service in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2) along with written authorization for such notice to be delivered to the Internal Revenue Service on behalf of ION upon the Closing.
- 4.2 Conditions to the Obligations of Purchaser.** The obligations of the Purchaser hereunder to consummate the Closing and purchase the Purchased Equity are subject to the fulfillment, at or before the Closing, of each of the following conditions (any or all of which may be waived in whole or in part by the Purchaser):
- 4.2.1 Representations and Warranties of the Sellers.** Each of the representations and warranties of the Sellers contained in Article 2 shall be true and accurate in all material respects as of the Closing as if made at and as of such time (other than those representations and warranties that address matters only as of a particular date or only with respect to a specific period of time which representations and warranties need only be true and accurate in all material respects as of such date or with respect to such period).
- 4.2.2 Covenants of the Sellers.** The Sellers shall have performed in all material respects all of the covenants and agreements hereunder required to be performed by them on or prior to the Closing Date.
- 4.2.3 Certificate.** The Purchaser shall have received a certificate executed on behalf of each Seller by a duly authorized officer of such Seller, dated as of the Closing

Date, to the effect that, the conditions set forth in Sections 4.2.1 and 4.2.2 with respect to such Seller have been satisfied.

- 4.2.4 FCC Approval.** The FCC Approval shall have been obtained and shall have become a Final Order.
- 4.2.5 No Order.** No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Governmental Order (whether temporary, preliminary or permanent) that has the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of such transactions.
- 4.2.6 Financing.** Purchaser shall have consummated the Financing and received the funds thereunder as described on Schedule II, and to the extent such terms are not set forth on or contemplated by Schedule II, with such changes to such terms as are approved in accordance with Section 3.5.
- 4.2.7 Put/Call Agreements.** Each of Avenue and Trilogy shall have duly executed and delivered to Purchaser a Put/Call Agreement.
- 4.2.8 Other Equity Securities.** Other than the Put/Call Securities, the Sellers and their Affiliate Transferees (as defined in the Holdco Governance Documents) shall, after giving effect to the Closing, own no other Equity Securities of the Holdco Entities or ION.
- 4.2.9 FIRPTA.** The Purchaser shall have received from ION (i) a properly executed certificate, in form and substance reasonably acceptable to the Purchaser, dated not more than 30 days prior to the Closing Date and complying with the Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3), that states that shares of ION Common Stock and Purchased Warrants are not “United States real property interests” and (ii) a properly executed form of notice to the Internal Revenue Service in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2) along with written authorization for the Purchaser to deliver such notice to the Internal Revenue Service on behalf of ION upon the Closing.
- 4.2.10 Holdco Governance Documents.** Sellers shall have executed termination agreements with respect to the Holdco Governance Documents (excluding certain provisions identified by Black Diamond) to which it is a party. No such termination shall adversely affect the indemnification rights referred to in Section 7.17.

5. TERMINATION.

5.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned:

- 5.1.1** at any time before the Closing, by mutual written agreement of each of the parties hereto;

- 5.1.2** at any time before the Closing, upon written notice, by any party hereto to the other parties hereto, in the event that: (i) any Governmental Order or Law restraining, enjoining or otherwise prohibiting or making illegal the consummation of any of the transactions contemplated by this Agreement shall have become final and non-appealable or (ii) the FCC designates an evidentiary hearing, or otherwise denies any of the FCC Applications; provided, that a party may not terminate pursuant to this Section 5.1.2 if its material breach or default was the basis for the FCC action;
- 5.1.3** by Black Diamond and the Holdco Entities, upon written notice to the Sellers, if the Closing shall not have occurred by March 15, 2013 (the “**Termination Date**”); provided, however, that if either the Sellers or the Purchaser have invoked their extension rights under Schedule II-A, the Termination Date shall be automatically extended as set forth in Schedule II-A; provided, further, that the right to terminate this Agreement under this Section 5.1.3 shall not be available to Black Diamond and the Holdco Entities if the failure of any of the Holdco Entities or Black Diamond to fulfill its obligations under this Agreement shall have been the primary cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;
- 5.1.4** by the Sellers, upon written notice to Black Diamond and the Holdco Entities, if the Closing shall not have occurred by the Termination Date; provided, however, that if either the Sellers or the Purchaser have invoked their extension rights under Schedule II-A, the Termination Date shall be automatically extended as set forth in Schedule II-A; provided, further, that the right to terminate this Agreement under this Section 5.1.4 shall not be available to the Sellers if the failure of any Seller to fulfill its obligations under this Agreement shall have been the primary cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date; or
- 5.1.5** by the Sellers, on the one hand, or Black Diamond and the Holdco Entities, on the other hand, upon written notice to the other, upon a material breach of this Agreement by Black Diamond or the Holdco Entities, on the one hand, or the Sellers, on the other hand, respectively, if such breach is not cured within 20 Business Days after written notice is sent from a non-breaching party to the breaching party.
- 5.2** **Effect of Termination.** In the event of termination of this Agreement as provided in Section 5.1, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except: (i) that Sections 3.1.4, 3.1.7, 3.7, 5.2, 5.3, 6.1, 7.2–7.4 and 7.11–7.13 shall survive such termination; (ii) that nothing herein shall relieve any party from liability for any knowing and willful breach of this Agreement occurring prior to such termination; and (iii) that the rights of Black Diamond to be entitled and solely empowered to cause the Holdco Entities to initiate, maintain and defend against litigation with respect to such breaches or enforcement of rights pursuant to Sections 3.1.1 and 3.1.2 of this Agreement shall survive any termination of this Agreement. Notwithstanding anything herein to the contrary, in addition to any other remedies

hereunder, in the event this Agreement is terminated and the Closing fails to occur for any reason other than a material breach by the Sellers, then (A) at the option of such entity, Sellers and Black Diamond together with any of their Affiliates will have the right to transfer some or all of their Equity Securities in the Holdco Entities to any third party parties without the right of first refusal transfer restrictions contained in the Holdco Governance Documents applying to such transfer, and (B) for one year following such termination the Sellers, Black Diamond and the Holdco Entities shall fully cooperate with, shall not interfere with, shall cause ION to fully cooperate with (including providing confidential information, subject to a customary confidentiality agreement, to potential purchasers (including their financing sources) and access to management for meetings with potential purchasers and their financing sources), and shall not interfere with ION's cooperation with, the Sellers and Black Diamond together with any of their Affiliates in any efforts by such entities to sell their Equity Securities in the Holdco Entities and/or ION to one or more third parties.

5.3 Post-Termination Covenant. In the event of termination of this Agreement as provided in Section 5.1, the parties hereto agree to use their same reasonable best efforts as set forth in Section 3.4 to obtain FCC Approval for, and shall cooperate to cause, BD ION GP to purchase from each Seller (or their Affiliates), in accordance with prior practice between the parties hereto, a number of Equity Securities of GP Parent such that each Seller's (together with their Affiliates) percentage of such outstanding Equity Securities following such purchases is equal to such Seller's (together with their Affiliates) percentage of the Equity Securities of Holdco not owned by other Holdco Entities immediately prior to such termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement authorizes the issuance of any Equity Securities of any Holdco Entity other than in connection with the exercise of the right of first refusal to buy Equity Securities of ION in a manner consistent with the Holdco Governance Documents in effect immediately prior to the Effective Date, as permitted under Section 3.1.1(iii).

6. DEFINITIONS.

6.1 As used in this Agreement, the following defined terms have the meanings indicated below:

6.1.1 "Affiliate" of a Person means (a) such Person's general partner, manager and investment manager and affiliates thereof; (b) any entity with the same general partner, manager or investment manager as such Person or a general partner, manager or investment manager affiliated with such general partner, manager or investment manager of such Person; and (c) any other Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person, the general partner of such Person, investment manager of such Person or an affiliate of such Person, general partner or investment manager. As used herein, "**Control**", whether used as a noun or verb, refers to the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a Person, whether through

the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

- 6.1.2 **“Avenue”** means, collectively, the entities listed under the heading “Avenue:” on the signature pages hereto.
- 6.1.3 **“BDIF”** means Black Diamond International Funding, Ltd., a company organized under the laws of the Cayman Islands.
- 6.1.4 **“Black Diamond”** means, collectively, the Black Diamond Entities except BDIF.
- 6.1.5 **“Black Diamond Entities”** means, collectively, the entities listed under the heading “Black Diamond Entities:” on the signature pages hereto.
- 6.1.6 **“Business Day”** means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York.
- 6.1.7 **“Code”** means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).
- 6.1.8 **“Communications Laws”** means the Communications Act of 1934, as amended, and the rules, regulations and published policies of the FCC.
- 6.1.9 **“Confidential Information”** means, (i) this Agreement (prior to the filing with the FCC) and any discussions, negotiations, terms, conditions or other facts with respect to this Agreement or the transactions contemplated hereby or leading up thereto and (ii) any non-public information about any other party hereto and its businesses and finances.
- 6.1.10 **“Equity Securities”** means any class of capital stock, limited liability company interest, limited partnership interest, trust beneficial interest or other equity security of any Person and all securities convertible or exercisable into or exchangeable for or rights to purchase any such capital stock, limited liability company interest, limited partnership interest, trust beneficial interest or other equity security of such Person, including any option, right, call or similar security or right exercisable into, exchangeable for, or convertible into any of the foregoing and any and all other equity securities or securities convertible into or exchangeable for such security or issued as a distribution with respect to or in exchange for such securities.
- 6.1.11 **“FCC”** means the Federal Communications Commission and any successor Governmental Authority performing functions similar to those performed by the Federal Communications Commission on the date hereof.
- 6.1.12 **“FCC Applications”** means any applications required by the Communications Laws to be filed with the FCC requesting FCC Approval for the transactions contemplated by this Agreement.

- 6.1.13 “FCC Approval”** means any action or order by the FCC (including any action or order duly taken by the FCC’s staff pursuant to delegated authority) granting its consent to the FCC Applications.
- 6.1.14 “Final Order”** means that the FCC Approval for any FCC Application shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall have been filed or be pending and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated, or in the event of any such stay, petition for rehearing or reconsideration, review, appeal, application for review, certiorari or *sua sponte* action of the FCC, such stay has been lifted or such petition, application or *sua sponte* action has been acted upon and the period provided by Communication Laws for further stay, application for review, petition for rehearing or reconsideration, review, appeal, certiorari or *sua sponte* action has expired or otherwise terminated.
- 6.1.15 “Governmental Authority”** means any United States federal, state or local or any non-United States governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.
- 6.1.16 “Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered or issued by or with any Governmental Authority.
- 6.1.17 “Holdco Entities”** means Holdco, GP Parent, and the record owners of partnership interests of Holdco.
- 6.1.18 “Holdco Governance Documents”** means, as applicable, the respective certificates of incorporation, bylaws, operating agreement, partnership agreements and stockholders’ agreements of the Holdco Entities.
- 6.1.19 “ION Securityholders’ Agreement”** means the Securityholders’ Agreement, dated as of December 18, 2009, by and among ION and the other parties thereto, as amended.
- 6.1.20 “Law”** means any United States federal, state, local or foreign statute, law, ordinance, regulation, rule, code, order, or other enforceable requirement of a Governmental Authority.
- 6.1.21 “Permitted Liens”** means any liens, charges, powers of attorney, voting agreements or other encumbrances or obligations to other Persons whatsoever (i) as contained in (A) the Holdco Governance Documents, (B) the terms of the Purchased Warrants, (C) the certificate of incorporation of ION, (D) the ION Securityholders’ Agreement, (E) the Warrant Agreement or (F) the terms of the any instruments or certificates evidencing the Purchased Equity or (ii) arising under applicable securities Laws.

- 6.1.22 “Person”** means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust or unincorporated organization or Governmental Authority or any other entity.
- 6.1.23 “Put/Call Securities”** means the Equity Securities of the Holdco Entities subject to the Put/Call Agreements.
- 6.1.24 “Reserve Fund”** means the reserve fund previously approved by Purchaser, Black Diamond and Sellers.
- 6.1.25 “Seller”** and collectively the **“Sellers”** means each Avenue signatory entity, each Trilogy signatory entity and BDIF.
- 6.1.26 “Subsidiary”** means, as of the relevant date of determination, with respect to any Person, a corporation or other Person of which 50% or more of the voting power of the outstanding voting equity securities or 50% or more of the outstanding economic equity interest is held, directly or indirectly, by such Person.
- 6.1.27 “Trilogy”** means, collectively, the entities listed under the heading “Trilogy:” on the signature pages hereto.
- 6.1.28 “Warrant Agent”** means American Stock Transfer & Trust Company, LLC, in its capacity as warrant agent under the Warrant Agreement.
- 6.1.29 “Warrant Agreement”** means the Warrant Agreement, dated as of December 18, 2009 by and between ION and American Stock Transfer & Trust Company, LLC, as warrant agent, which governs the Purchased Second Lien Warrants and the Purchased Unsecured Warrants, as amended.

7. MISCELLANEOUS.

- 7.1 Survival.** The warranties, representations and covenants of the parties hereto contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing indefinitely, unless a different period of survival is set forth herein.
- 7.2 Public Announcements.** Other than the filing of this Agreement with the FCC, no party hereto shall issue or make any public announcement, press release or other public disclosure regarding this Agreement or its subject matter without each other party’s prior written consent, except for any such disclosure that is, in the opinion of the disclosing party’s counsel, required by applicable Law or the rules of any applicable stock exchange. In the event a party is, in the opinion of its counsel, required to make a public disclosure by applicable Law or the rules of any applicable stock exchange, such party shall, to the extent practicable, submit the proposed disclosure in writing to each other party hereto, prior to the date of disclosure and provide each other party hereto, a reasonable opportunity to comment thereon.

7.3 Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, shall be governed by, and shall be construed and interpreted in accordance with the Laws of the State of Delaware, without regard to the conflict of laws rules thereof or of any other jurisdiction that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

7.4 Submission to Jurisdiction; Waiver of Jury Trial.

7.4.1 Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall only be brought in any federal court located in the State of Delaware or any Delaware state court, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum; provided, however, that any action, suit or proceeding seeking to enforce a judgment may be brought in any court of competent jurisdiction. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, service of process on such party as provided in Section 7.14 shall be deemed effective service of process on such party.

7.4.2 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH

PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 7.4.2.

- 7.5 Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.
- 7.6 No Assignment.** Except as otherwise expressly set forth herein, this Agreement shall not be assigned by any party hereto without the express prior written consent of the other parties hereto.
- 7.7 Counterparts.** This Agreement, and each other agreement or instrument entered into in connection herewith or contemplated hereby, may be signed in any number of counterparts (including by facsimile or other electronic transmission, e.g., emailed PDFs), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the parties hereto. This Agreement, and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including emailed PDFs), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission (including emailed PDFs) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission (including emailed PDFs) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.
- 7.8 Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable Law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 7.9 Entire Agreement.** This Agreement, including the Schedules and Exhibits hereto, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof (other than Section 7.17 as to which this Agreement is not the entire agreement and does not supersede other written agreements as to the terms of indemnification and exculpation) and supersedes all prior negotiations and agreements with respect to the subject matter hereof.

- 7.10 No Third Party Beneficiaries.** This Agreement is for the benefit of the parties hereto and is not intended to confer any rights upon any third parties; provided, that any Person released or with respect to whom a covenant not to sue is made pursuant to Section 2.3 who is not a party to this Agreement shall have the rights from and after the Closing of an intended third-party beneficiary with respect to the provisions of the releases or covenants not to sue in its, her or his favor and shall be entitled to enforce such provisions in the event the transactions contemplated hereby are consummated.
- 7.11 Waiver and Amendments.** The failure of any party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof. Any waiver hereunder shall be effective only if delivered to the other parties hereto in writing by the party making such waiver. This Agreement may not be modified, amended or supplemented except in a writing signed by each of the parties hereto.
- 7.12 Expenses.** Black Diamond will bear the costs and expenses of itself and the Holdco Entities relating to third party costs (which costs and expenses shall be specially allocated, as applicable, to Black Diamond for tax purposes), and the Sellers will bear their own respective costs and expenses, in each case, incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby including the Financing, including all fees and expenses of agents, representatives, financial advisors, legal counsel and accountants; provided, however, each of Avenue, Trilogy and Black Diamond shall bear their pro rata share, based on their interest (together with their Affiliates' interest) in the Equity Securities of Holdco not owned by other Holdco Entities immediately prior to the date hereof, of the cost, expenses and filing fees associated with the FCC Applications and the FCC Approval, including the costs of Akin Gump Strauss Hauer & Feld LLP as it relates to the FCC Applications and FCC Approval and the costs of the communications attorneys at Akin Gump Strauss Hauer & Feld LLP relating to this Agreement and the transactions contemplated hereby. In addition, if any party hereto is finally determined by a court of competent jurisdiction to have breached this Agreement, any non-breaching party, in addition to all other rights and remedies available to such non-breaching party, shall be entitled to recovery from such breaching party of all such non-breaching party's reasonable attorneys' fees and expenses relating to such breach. BDCM Opportunity Fund II, L.P., a Delaware limited partnership, shall only be liable for cash damages with respect to the amount of expenses payable by Black Diamond to third parties (other than the Sellers) and otherwise sole recourse shall be limited to its Equity Securities of Holdco.
- 7.13 Specific Performance; Remedies.** Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations

or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

7.14 Notices. All communications, notices and consents provided for herein shall be in writing and be given in person or by means of e-mail, telex, facsimile or other means of wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type), by overnight courier or by mail, and shall become effective: (i) on delivery if given in person; (ii) on the date of transmission if sent by e-mail, telex, facsimile or other means of wire transmission; (iii) one Business Day after delivery to the overnight service; or (iv) four Business Days after being mailed, with proper postage and documentation, for first-class registered or certified mail, prepaid. Notices shall be addressed to the address provided for such party on Schedule I hereto; provided, however, that if any party shall have designated a different address by notice in accordance with this Section 7.14 to the others, then to the last address so designated.

7.15 Construction. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Words in the singular shall be deemed to include the plural and vice versa and words of one gender shall be deemed to include the other gender as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement. Article and Section references are to the Articles and Sections of this Agreement unless otherwise specified. Unless otherwise stated, all references to any agreement shall be deemed to include the exhibits, schedules and annexes to such agreement. The word “including” and words of similar import when used in this Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive. Unless otherwise specified in a particular case, the word “days” refers to calendar days. References herein to this Agreement shall be deemed to refer to this Agreement as of the date of such agreement and as it may be amended thereafter, unless otherwise specified. All references to “dollars” or “\$” shall be deemed references to the lawful money of the United States of America.

7.16 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.17 Indemnification Rights. The parties hereto agree that for a period of six years following the Closing Date, (i) they shall not consent to, agree to or otherwise cause the repeal, modification or amendment, in a manner adverse to Avenue or Trilogy or their members, shareholders, partners, directors, officers, employees, agents or Affiliates (collectively, “**Covered Persons**”), of any of the exculpation or indemnification provisions contained in any of the Holdco Governance Documents or the governance documents of ION, in each case, as in effect as of the Effective Date, and (ii) if they are a party to or approve

any transaction causing a change of control (including a sale of all or substantially all the assets) of the Holdco Entities or ION, as applicable, they shall require the Person acquiring control of such entity or such assets, as applicable, to agree to treat the Covered Persons of Avenue and Trilogy as to exculpation and indemnification in the same manner as such Person agrees to treat the Covered Persons of Black Diamond (whether directly or indirectly by side letter or other agreement with such Person); provided, however, that the foregoing shall not restrict the dissolution or winding up of the Holdco Entities. The provisions of this Section 7.17 shall survive the Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

MEDIA HOLDCO, LP

By: Media Holdco GP, LLC, its general partner

By: Media Holdco Parent, Inc., its sole member

By: /s/ Stephen Deckoff

Name: Stephen Deckoff

Title: President

MEDIA HOLDCO GP, LLC

By: Media Holdco Parent, Inc., its sole member

By: /s/ Stephen Deckoff

Name: Stephen Deckoff

Title: President

MEDIA HOLDCO PARENT, INC.

By: /s/ Stephen Deckoff

Name: Stephen Deckoff

Title: President

Avenue:

AVENUE ION HOLDINGS, L.P.

By: Avenue ION Holdings GenPar, LLC,
its general partner

By: Avenue ION Holdings GL, LLC,
its sole member

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

AVENUE ION INVESTMENTS, LLC

By: Avenue ION Investments GL, LLC,
its sole member

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

**MANAGED ACCOUNTS MASTER FUND
SERVICES - MAP 10, A SUB-TRUST OF
MANAGED ACCOUNTS MASTER FUND
SERVICES**

By: Avenue Capital Management II, L.P., its
investment manager

By: Avenue Capital Management II GenPar,
LLC, its general partner

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

AVENUE INVESTMENTS, L.P.

By: Avenue Partners, LLC,
its general partner

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

**AVENUE-CDP GLOBAL
OPPORTUNITIES FUND, L.P.**

By: Avenue Global Opportunities Fund
GenPar, LLC, its general partner

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

**AVENUE INTERNATIONAL MASTER,
L.P.**

By: Avenue International Master GenPar, Ltd.,
its general partner

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

**AVENUE SPECIAL SITUATIONS FUND
IV, L.P.**

By: Avenue Capital Partners IV, LLC, its
general partner

By: GL Partners IV, LLC, its managing
member

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

**AVENUE SPECIAL SITUATIONS FUND V,
L.P.**

By: Avenue Capital Partners V, LLC, its
general partner

By: GL Partners V, LLC, its managing member

By: /s/ Sonia Gardner
Name: Sonia Gardner
Title: Member

Trilogy:

TRILOGY INVESTMENTS, L.P.

By: Trilogy Capital, LLC, its investment manager

By: /s/ Jonathan Rosenstein

Name: Jonathan Rosenstein

Title: Managing Member

TRILOGY PORTFOLIO COMPANY, LLC

By: Trilogy Capital, LLC, its investment manager

By: /s/ Jonathan Rosenstein

Name: Jonathan Rosenstein

Title: Managing Member

TRILOGY CAPITAL, LLC

By: /s/ Jonathan Rosenstein

Name: Jonathan Rosenstein

Title: Managing Member

TRILOGY ION, LLC

By: Trilogy Capital, LLC, its managing member

By: /s/ Jonathan Rosenstein

Name: Jonathan Rosenstein

Title: Managing Member

Black Diamond Entities:

BD ION MEDIA GP HOLDINGS LLC

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BDCM OPPORTUNITY FUND II, L.P.

By: BDCM Opportunity Fund II Adviser, L.L.C.
Its Investment Manager

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

**BLACK DIAMOND INTERNATIONAL
FUNDING, LTD.**

By: BDCM Fund Adviser, L.L.C.
Its Portfolio Manager

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal

BD ION MEDIA LP HOLDINGS LLC

By: /s/ Stephen H. Deckoff
Name: Stephen H. Deckoff
Title: Managing Principal