

United States Bankruptcy Court Southern District of New York						Voluntary Petition																								
Name of Debtor (if individual, enter Last, First, Middle): ION Media Networks, Inc.						Name of Joint Debtor (Spouse) (Last, First, Middle):																								
All Other Names used by the Debtor in the last 6 years: Paxson Communications Corporation						All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																								
Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all): 59-3212788						Last four digits of Soc. Sec./Complete EIN or other Tax I.D. No. (if more than one, state all):																								
Street Address of Debtor (No and Street, City, and State): 601 Clearwater Park Road West Palm Beach, FL						Street Address of Joint Debtor (No and Street, City, and State):																								
ZIP CODE: 33401						ZIP CODE:																								
County of Residence or the Principal Place of Business: Palm Beach						County of Residence or the Principal Place of Business:																								
Mailing Address of Debtor (if different from street address):						Mailing Address of Joint Debtor (if different from street address):																								
ZIP CODE:						ZIP CODE:																								
Location of Principal Assets of Business Debtor (if different from street address above):																														
ZIP CODE:																														
<b>Type of Debtor</b> (Form of Organization) (Check <b>one</b> box)  <input type="checkbox"/> Individual (Includes Joint Debtors) <i>See Exhibit D. on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.) _____			<b>Nature of Business</b> (Check <b>one</b> box.) <input type="checkbox"/> Health Care Business. <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <u>Media Broadcasting</u>  <b>Tax-Exempt Entity</b> (Check box, if applicable.) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).				<b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check <b>one</b> box.) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  <b>Nature of Debts</b> (Check <b>one</b> box.) <input type="checkbox"/> Debts are primarily consumer primarily debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family or house-hold purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.																							
<b>Filing Fee</b> (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.						<b>Chapter 11 Debtors</b> <b>Check one box:</b> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is a not small business debtor as defined in 11 U.S.C. § 101(51D). <b>Check if:</b> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. _____ <b>Check all applicable boxes:</b> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).																								
<b>Statistical/Administrative Information</b> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.										<b>THIS SPACE IS FOR COURT USE ONLY</b>																				
<b>Estimated Number of Creditors</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">1-49</td> <td style="text-align: center;">50-99</td> <td style="text-align: center;">100-199</td> <td style="text-align: center;">200-999</td> <td style="text-align: center;">1,000-5,000</td> <td style="text-align: center;">5,001-10,000</td> <td style="text-align: center;">10,001-25,000</td> <td style="text-align: center;">25,001-50,000</td> <td style="text-align: center;">50,001-100,000</td> <td style="text-align: center;">Over 100,000</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>											1-49	50-99	100-199	200-999	1,000-5,000	5,001-10,000	10,001-25,000	25,001-50,000	50,001-100,000	Over 100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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<b>Estimated Assets</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$0 to 50,000</td> <td style="text-align: center;">\$50,001 to 100,000</td> <td style="text-align: center;">\$100,001 to 500,000</td> <td style="text-align: center;">\$500,001 to \$1 million</td> <td style="text-align: center;">\$1,000,001 to \$10 million</td> <td style="text-align: center;">\$10,000,001 to \$50 million</td> <td style="text-align: center;">\$50,000,001 to \$100 million</td> <td style="text-align: center;">\$100,000,001 to \$500 million</td> <td style="text-align: center;">\$500,000,001 to \$1 billion</td> <td style="text-align: center;">More than \$1 billion</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>										\$0 to 50,000	\$50,001 to 100,000	\$100,001 to 500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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<b>Estimated Liabilities</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">\$0 to 50,000</td> <td style="text-align: center;">\$50,001 to 100,000</td> <td style="text-align: center;">\$100,001 to 500,000</td> <td style="text-align: center;">\$500,001 to \$1 million</td> <td style="text-align: center;">\$1,000,001 to \$10 million</td> <td style="text-align: center;">\$10,000,001 to \$50 million</td> <td style="text-align: center;">\$50,000,001 to \$100 million</td> <td style="text-align: center;">\$100,000,001 to \$500 million</td> <td style="text-align: center;">\$500,000,001 to \$1 billion</td> <td style="text-align: center;">More than \$1 billion</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>										\$0 to 50,000	\$50,001 to 100,000	\$100,001 to 500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion	More than \$1 billion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): ION Media Networks, Inc.	
<b>All Prior Bankruptcy Case Filed Within Last 8 Years</b> (If more than two, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
<b>Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor</b> (If more than one, attach additional sheet)			
Name of Debtor: <b>See attached Schedule 1</b>	Case Number:	Date Filed:	
District: Southern District of New York	Relationship:	Judge:	
<b>Exhibit A</b>  (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		<b>Exhibit B</b> (To be completed if debtor is an individual whose debts are primarily consumer debts.)  I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).  <div style="text-align: right;"> <b>X</b> _____            Signature of Attorney for Debtor(s) (Date)         </div>	
<b>Exhibit C</b>			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?  <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
<b>Exhibit D</b>			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)  <input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.  If this is a joint petition:  <input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
<b>Information Regarding the Debtor - Venue</b> (Check any applicable box.)			
<input type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input checked="" type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
<b>Certification by a Debtor Who Resides as a Tenant of Residential Property</b> (Check all applicable boxes.)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)  <div style="text-align: right;">           _____            (Name of landlord that obtained judgment)         </div> <div style="text-align: right;">           _____            (Address of landlord)         </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification (11 U.S.C. § 362(1)).			

**Voluntary Petition***(This page must be completed and filed in every case)*

Name of Debtor(s):

ION Media Networks, Inc.

**Signatures****Signature(s) of Debtors(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.

[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** \_\_\_\_\_  
Signature of Debtor

**X** \_\_\_\_\_  
Signature of Joint Debtor

\_\_\_\_\_  
Telephone Number (if not represented by attorney)

\_\_\_\_\_  
Date

**Signature of a Foreign Representative**

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only **one** box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.

☐ Pursuant to 11 U.S.C. § 1515, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

**X** \_\_\_\_\_  
(Signature of Foreign Representative)

\_\_\_\_\_  
(Printed Name of Foreign Representative)

\_\_\_\_\_  
Date

**Signature of Attorney**

**X** /s/ Jonathan S. Henes  
Signature of Attorney for Debtor(s)

Jonathan S. Henes  
Printed Name of Attorney for Debtor(s)

Kirkland & Ellis LLP  
Firm Name

Citigroup Center  
Address

153 East 53rd Street  
New York, NY 10022-4611

(212) 446-4800  
Telephone Number

May 19, 2009  
Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

**X** /s/ R. Brandon Burgess  
Signature of Authorized Individual

R. Brandon Burgess  
Printed Name of Authorized Individual

Chairman, President and Chief Executive Officer  
Title of Authorized Individual

May 19, 2009  
Date

**Signature of Non-Attorney Petition Preparer**

I declare under penalty of perjury that: (1) I am a bankruptcy petition prepared as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

\_\_\_\_\_  
Printed Name and title, if any, of Bankruptcy Petition Preparer

\_\_\_\_\_  
Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)  
(Required by 11 U.S.C. § 110.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.*

## **Schedule 1**

### **Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor**

On May 19, 2009 each of the entities listed below filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases under the number assigned to the chapter 11 case of ION Media Networks, Inc.

- ION Media of New York, Inc.
- ION Media Networks, Inc.
- America 51, L.P.
- ION Media Akron License, Inc.
- ION Media Albany License, Inc.
- ION Media Atlanta License, Inc.
- ION Media Battle Creek License, Inc.
- ION Media Boston License, Inc.
- ION Media Brunswick License, Inc.
- ION Media Buffalo License, Inc.
- ION Media Charleston License, Inc.
- ION Media Chicago License, Inc.
- ION Media Dallas License, Inc.
- ION Media Denver License, Inc.
- ION Media Des Moines License, Inc.
- ION Media Entertainment, Inc.
- ION Media Greensboro License, Inc.
- ION Media Greenville License, Inc.
- ION Media Hartford License, Inc.
- ION Media Hawaii License, Inc.
- ION Media Hits, Inc.
- ION Media Holdings, Inc.
- ION Media Houston License, Inc.
- ION Media Indianapolis License, Inc.
- ION Media Jacksonville License, Inc.
- ION Media Kansas City License, Inc.
- ION Media Knoxville License, Inc.
- ION Media Lexington License, Inc.
- ION Media License Company, LLC
- ION Media Los Angeles License, Inc.
- ION Media LPTV, Inc.
- ION Media Management Company
- ION Media Martinsburg License, Inc.
- ION Media Memphis License, Inc.
- ION Media Milwaukee License, Inc.
- ION Media Minneapolis License, Inc.
- ION Media New Orleans License, Inc.
- ION Media of Akron, Inc.
- ION Media of Albany, Inc.
- ION Media of Atlanta, Inc.
- ION Media of Battle Creek, Inc.
- ION Media of Birmingham, Inc.
- ION Media of Boston, Inc.
- ION Media of Brunswick, Inc.
- ION Media of Buffalo, Inc.
- ION Media of Cedar Rapids, Inc.
- ION Media of Charleston, Inc.
- ION Media of Chicago, Inc.
- ION Media of Dallas, Inc.
- ION Media of Denver, Inc.
- ION Media of Des Moines, Inc.
- ION Media of Detroit, Inc.
- ION Media of Fayetteville, Inc.
- ION Media of Greensboro, Inc.
- ION Media of Greenville, Inc.
- ION Media of Hartford, Inc.
- ION Media of Honolulu, Inc.
- ION Media of Houston, Inc.
- ION Media of Indianapolis, Inc.
- ION Media of Jacksonville, Inc.
- ION Media of Kansas City, Inc.
- ION Media of Knoxville, Inc.
- ION Media of Lexington, Inc.

- ION Media of Los Angeles, Inc.
- ION Media of Louisville, Inc.
- ION Media of Martinsburg, Inc.
- ION Media of Memphis, Inc.
- ION Media of Miami, Inc.
- ION Media of Milwaukee, Inc.
- ION Media of Minneapolis, Inc.
- ION Media of Nashville, Inc.
- ION Media of New Orleans, Inc.
- ION Media of Norfolk, Inc.
- ION Media of Oklahoma City, Inc.
- ION Media of Orlando, Inc.
- ION Media of Philadelphia, Inc.
- ION Media of Phoenix, Inc.
- ION Media of Portland, Inc.
- ION Media of Providence, Inc.
- ION Media of Raleigh, Inc.
- ION Media of Roanoke, Inc.
- ION Media of Sacramento, Inc.
- ION Media of Salt Lake City, Inc.
- ION Media of San Antonio, Inc.
- ION Media of San Jose, Inc.
- ION Media of Scranton, Inc.
- ION Media of Seattle, Inc.
- ION Media of Spokane, Inc.
- ION Media of Syracuse, Inc.
- ION Media of Tampa, Inc.
- ION Media of Tulsa, Inc.
- ION Media of Washington, Inc.
- ION Media of Wausau, Inc.
- ION Media of West Palm Beach, Inc.
- ION Media Oklahoma City License, Inc.
- ION Media Orlando License, Inc.
- ION Media Philadelphia License, Inc.
- ION Media Portland License, Inc.
- ION Media Publishing, Inc.
- ION Media Raleigh License, Inc.
- ION Media Sacramento License, Inc.
- ION Media Salt Lake City License, Inc.
- ION Media San Antonio License, Inc.
- ION Media San Jose License, Inc.
- ION Media Scranton License, Inc.
- ION Media Songs, Inc.
- ION Media Spokane License, Inc.
- ION Media Syracuse License, Inc.
- ION Media Television, Inc.
- ION Media Tulsa License, Inc.
- ION Media Washington License, Inc.
- ION Media Wausau License, Inc.
- ION Media West Palm Beach Holdings, Inc.
- ION Media West Palm Beach License, Inc.
- ION Television Net, Inc.
- Ocean State Television, LLC
- Open Mobile Ventures Corporation

**RESOLUTIONS OF  
THE BOARD OF DIRECTORS OF  
ION MEDIA NETWORKS, INC.**

The board of directors (the "Board") of ION Media Networks, Inc., a Delaware corporation (the "Company"), adopted the following resolutions by vote at a duly noticed meeting on the 17th day of May, 2009, pursuant to the bylaws of the Company and the General Corporation Law of the State of Delaware:

WHEREAS, the Board reviewed the materials presented by the management and the advisors of the Company regarding the liabilities and liquidity situation of the Company, the strategic alternatives available to it and the impact of the foregoing on the Company's businesses; and

WHEREAS, the Board has had the opportunity to consult with the management and the advisors of the Company and fully consider each of the strategic alternatives available to the Company;

NOW, it is hereby:

**I. Voluntary Petition Under the Provisions of  
Chapter 11 of the United States Bankruptcy Code**

**RESOLVED**, that in the judgment of the Board of the Company, it is desirable and in the best interests of the Company, its creditors and other parties in interest, that the Company file or cause to be filed a voluntary petition for relief under the provisions of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); and

**RESOLVED**, that the officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and they hereby are, authorized and empowered to execute and file on behalf of the Company all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Company's business; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Kirkland & Ellis LLP as general bankruptcy counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and

obligations, including filing any pleadings; and, in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Kirkland & Ellis LLP; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ the law firm of Holland & Knight LLP as corporate counsel to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and, in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and cause to be filed an appropriate application for authority to retain the services of Holland & Knight LLP; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Moelis & Company LLC as financial advisor to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations; and, in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Moelis & Company LLC; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Ernst & Young LLP as tax advisors to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the Company's rights and obligations, including filing any pleadings; and, in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Ernst & Young LLP; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ the firm of Kurtzman Carson Consultants LLP as notice, claims and balloting claims agent to represent and assist the Company in carrying out its duties under the Bankruptcy Code and to take any and all actions to advance the

Company's rights and obligations; and, in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case and cause to be filed an appropriate application for authority to retain the services of Kurtzman Carson Consultants LLP; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed to employ any other professionals to assist the Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, the Authorized Officers are hereby authorized and directed to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 case and cause to be filed an appropriate application for authority to retain the services of any other professionals as necessary; and

## **II. Debtor in Possession Financing**

**RESOLVED**, that the form, terms and provisions of the Debtor-In-Possession Credit Agreement (the "DIP Loan Agreement" and, together with each other document, instrument or agreement executed by the Company and any other Loan Parties (defined below) in connection therewith, including, but not limited to, the Pledge and Security Agreement (as defined in the DIP Loan Agreement), Restructuring Support Agreement (as defined in the DIP Loan Agreement) and fee letter, the "DIP Loan Documents"), among ION Media Networks, Inc., as debtor and debtor in possession in a case to be filed under chapter 11 of the Bankruptcy Code, and the subsidiaries of ION Media Networks, Inc. that are signatories thereto (each a "Subsidiary Guarantor" and collectively, the "Loan Parties"), each of which Loan Parties will be a debtor and debtor in possession in a case to be filed under chapter 11 of the Bankruptcy Code (the case of ION Media Networks, Inc. and the Loan Parties, each a "Case" and collectively, the "Cases"), Wilmington Trust FSB (the "DIP Agent") and each of the other financial institutions from time to time party to the DIP Loan Agreement (together with DIP Agent, the "DIP Lenders"), which DIP Loan Documents (a) provide the Company with commitments of up to \$300 million on a senior secured super-priority priming lien basis, (b) require all of the Company's obligations therein to be guaranteed by the Loan Parties, and (c) provide for the proceeds therefrom to be used for, among other things, working capital and for other general corporate purposes of the Loan Parties, including postpetition operating expenses of administration of the Cases, in substantially the form submitted to the Board, be, and the same hereby are in all respects approved, and any Authorized Officer or



other officer of the Company is hereby authorized and empowered, in the name of and on behalf of the Company, to execute and deliver each of the DIP Loan Documents to which the Company is a party, each in the form or substantially in the form thereof submitted to the Board of the Company, with such changes, additions and modifications thereto as the officer of the Company executing the same shall approve, such approval to be conclusively evidenced by such officer's execution and delivery thereof; and

**RESOLVED**, that the Company, as debtor and debtor in possession under the Bankruptcy Code shall be, and hereby is, authorized to incur the Obligations (as defined in the DIP Loan Documents) and undertake any and all related transactions contemplated thereby (collectively, the "Financing Transactions"); and

**RESOLVED**, that each and every officer, including the Authorized Officers, of the Company be, and each of them, acting alone, hereby is authorized, directed and empowered from time to time in the name and on behalf of the Company to take any and all such actions, and to execute and deliver or cause to be executed and delivered under seal of the Company or otherwise, any and all such other documents, agreements, certificates, writings and instruments to be delivered in connection with the DIP Loan Documents (including, without limitation, any amendments, supplements or modifications to the DIP Loan Documents and such other documents, agreements, certificates, writings and instruments to be delivered in connection therewith), and to grant the security interests in or liens on any real or personal property of the Company now or hereafter acquired as contemplated by the DIP Loan Documents, with full authority to indorse, assign or guarantee any of the foregoing in the name of the Company, in each case, as any such officer may deem necessary or advisable to carry out the intent and purposes of the immediately foregoing resolution, and his or her execution and delivery thereof to be conclusive evidence that he or she deems it necessary or advisable, his or her execution and delivery thereof to be conclusive evidence of his or her authority to so act and his or her approval thereof; and

**RESOLVED**, that the Authorized Officers be, and they hereby are, authorized and directed, and each of them, acting alone, hereby is, authorized, directed and empowered in the name of, and on behalf of, the Company, as debtor and debtor in possession, to take such actions and execute and deliver (a) the DIP Loan Documents and such agreements, certificates, instruments, guaranties, notices and any and all other documents as the Authorized Officers may deem necessary or appropriate to facilitate the Financing Transactions (collectively, the "Financing Documents"); (b) such other

instruments, certificates, notices, assignments and documents as may be reasonably requested by the DIP Agent; and (c) such forms of deposit, account control agreements, officer's certificates and compliance certificates as may be required by the DIP Loan Documents or any other Financing Document; and

**RESOLVED**, that the Authorized Officers and each other officer of the Company be, and each of them hereby is, authorized and empowered to authorize the DIP Agent to file any Uniform Commercial Code (the "UCC") financing statements and any necessary assignments for security or other documents in the name of the Company that the DIP Agent deems necessary or convenient to perfect any lien or security interest granted under the DIP Loan Documents, including any such UCC financing statement containing a super-generic description of collateral, such as "all assets," "all property now or hereafter acquired" and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the DIP Agent may reasonably request to perfect the security interests of the DIP Agent under the DIP Loan Documents; and

**RESOLVED**, that the Company will obtain benefits from the incurrence of the Borrowings (as defined in the DIP Loan Agreement) by the Loan Parties under the DIP Loan Agreement and the other DIP Loan Documents, which are necessary and appropriate to the conduct, promotion and attainment of the business of the Company; and

**RESOLVED**, that each of the Authorized Officers be, and hereby is, authorized and empowered to take all such further actions including, without limitation, to pay all fees and expenses, in accordance with the terms of the Financing Documents, which shall in their sole judgment be necessary, proper or advisable to perform the Company's obligations under or in connection with the DIP Loan Documents or any of the other Financing Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions; and

**RESOLVED**, that each of the Authorized Officers be, and hereby is, authorized and empowered to execute and deliver any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of the DIP Loan Documents or any of the Financing Documents which shall in their sole judgment be necessary, proper or advisable; and

**RESOLVED**, that all acts and actions taken by the Authorized Officers prior to the date hereof with respect to the transactions contemplated by the DIP Loan Documents and any of the other Financing Documents be, and hereby are, in all respects confirmed, approved and ratified; and

**III. Further Actions and Prior Actions**

**RESOLVED**, that in addition to the specific authorizations heretofore conferred upon the Authorized Officers, each of the officers of the Company or their designees shall be, and each of them, acting alone, hereby is, authorized, directed and empowered, in the name of, and on behalf of, the Company, to take or cause to be taken any and all such further actions, to execute and deliver any and all such agreements, certificates, instruments and other documents and to pay all expenses, including filing fees, in each case as in such officer or officers' judgment shall be necessary or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and


**RESOLVED**, that all acts, actions and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before these resolutions were certified, are hereby in all respects approved and ratified.

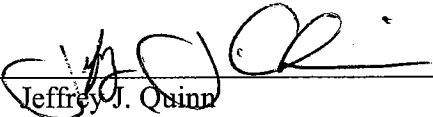
**ION MEDIA NETWORKS, INC.**

**OFFICERS' CERTIFICATE**

The undersigned, R. Brandon Burgess, the duly elected and qualified President and Chief Executive Officer of ION Media Networks, Inc., a Delaware corporation (the "Company"), and Jeffrey J. Quinn, the duly elected and qualified Vice President and Treasurer of the Company, do each hereby certify, in their respective capacities, on behalf of the Company, that (a) attached hereto as **Exhibit A** is a true, complete and correct copy of the resolutions of the Board of Directors of the Company (the "Board of Directors"), duly adopted at a meeting of the Board of Directors held on the 17th day of May, 2009, in accordance with the bylaws of the Company and (b) the attached resolutions have not been amended, altered, annulled, rescinded or revoked and are in full force and effect as of the date hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this certificate as of this 17th day of May, 2009.

By:   
R. Brandon Burgess  
Chairman, President and  
Chief Executive Officer

By:   
Jeffrey J. Quinn  
Vice President and Treasurer

**EXHIBIT A**

(SEE ATTACHED)

## **Exhibit A**

### **List of Subsidiaries**

**ION MEDIA AKRON LICENSE, INC.  
ION MEDIA ALBANY LICENSE, INC.  
ION MEDIA ATLANTA LICENSE, INC.  
ION MEDIA BATTLE CREEK LICENSE, INC.  
ION MEDIA BOSTON LICENSE, INC.  
ION MEDIA BRUNSWICK LICENSE, INC.  
ION MEDIA BUFFALO LICENSE, INC.  
ION MEDIA CHARLESTON LICENSE, INC.  
ION MEDIA CHICAGO LICENSE, INC.  
ION MEDIA DALLAS LICENSE, INC.  
ION MEDIA DENVER LICENSE, INC.  
ION MEDIA DES MOINES LICENSE, INC.  
ION MEDIA ENTERTAINMENT, INC.  
ION MEDIA GREENSBORO LICENSE, INC.  
ION MEDIA GREENVILLE LICENSE, INC.  
ION MEDIA HARTFORD LICENSE, INC.  
ION MEDIA HAWAII LICENSE, INC.  
ION MEDIA HITS, INC.  
ION MEDIA HOLDINGS, INC.  
ION MEDIA HOUSTON LICENSE, INC.  
ION MEDIA INDIANAPOLIS LICENSE, INC.  
ION MEDIA JACKSONVILLE LICENSE, INC.  
ION MEDIA KANSAS CITY LICENSE, INC.  
ION MEDIA KNOXVILLE LICENSE, INC.  
ION MEDIA LEXINGTON LICENSE, INC.  
ION MEDIA LICENSE COMPANY, LLC  
ION MEDIA LOS ANGELES LICENSE, INC.  
ION MEDIA LPTV, INC.  
ION MEDIA MANAGEMENT COMPANY.  
ION MEDIA MARTINSBURG LICENSE, INC.  
ION MEDIA MEMPHIS LICENSE, INC.  
ION MEDIA MILWAUKEE LICENSE, INC.  
ION MEDIA MINNEAPOLIS LICENSE, INC.  
ION MEDIA NEW ORLEANS LICENSE, INC.  
ION MEDIA OF AKRON, INC.  
ION MEDIA OF ALBANY, INC.  
ION MEDIA OF ATLANTA, INC.  
ION MEDIA OF BATTLE CREEK, INC.  
ION MEDIA OF BIRMINGHAM, INC.  
ION MEDIA OF BOSTON, INC.  
ION MEDIA OF BRUNSWICK, INC.**

**ION MEDIA OF BUFFALO, INC.**  
**ION MEDIA OF CEDAR RAPIDS, INC.**  
**ION MEDIA OF CHARLESTON, INC.**  
**ION MEDIA OF CHICAGO, INC.**  
**ION MEDIA OF DALLAS, INC.**  
**ION MEDIA OF DENVER, INC.**  
**ION MEDIA OF DES MOINES, INC.**  
**ION MEDIA OF DETROIT, INC.**  
**ION MEDIA OF FAYETTEVILLE, INC.**  
**ION MEDIA OF GREENSBORO, INC.**  
**ION MEDIA OF GREENVILLE, INC.**  
**ION MEDIA OF HARTFORD, INC.**  
**ION MEDIA OF HONOLULU, INC.**  
**ION MEDIA OF HOUSTON, INC.**  
**ION MEDIA OF INDIANAPOLIS, INC.**  
**ION MEDIA OF JACKSONVILLE, INC.**  
**ION MEDIA OF KANSAS CITY, INC.**  
**ION MEDIA OF KNOXVILLE, INC.**  
**ION MEDIA OF LEXINGTON, INC.**  
**ION MEDIA OF LOS ANGELES, INC.**  
**ION MEDIA OF LOUISVILLE, INC.**  
**ION MEDIA OF MARTINSBURG, INC.**  
**ION MEDIA OF MEMPHIS, INC.**  
**ION MEDIA OF MIAMI, INC.**  
**ION MEDIA OF MILWAUKEE, INC.**  
**ION MEDIA OF MINNEAPOLIS, INC.**  
**ION MEDIA OF NASHVILLE, INC.**  
**ION MEDIA OF NEW ORLEANS, INC.**  
**ION MEDIA OF NEW YORK, INC.**  
**ION MEDIA OF NORFOLK, INC.**  
**ION MEDIA OF OKLAHOMA CITY, INC.**  
**ION MEDIA OF ORLANDO, INC.**  
**ION MEDIA OF PHILADELPHIA, INC.**  
**ION MEDIA OF PHOENIX, INC. (INDIVIDUALLY AND ON  
BEHALF OF AMERICA 51, L.P.)**  
**ION MEDIA OF PORTLAND, INC.**  
**ION MEDIA OF PROVIDENCE, INC.**  
**ION MEDIA OF RALEIGH, INC.**  
**ION MEDIA OF ROANOKE, INC.**  
**ION MEDIA OF SACRAMENTO, INC.**  
**ION MEDIA OF SALT LAKE CITY, INC.**  
**ION MEDIA OF SAN ANTONIO, INC.**  
**ION MEDIA OF SAN JOSE, INC.**  
**ION MEDIA OF SCRANTON, INC.**  
**ION MEDIA OF SEATTLE, INC.**  
**ION MEDIA OF SPOKANE, INC.**

**ION MEDIA OF SYRACUSE, INC.  
ION MEDIA OF TAMPA, INC.  
ION MEDIA OF TULSA, INC.  
ION MEDIA OF WASHINGTON, INC.  
ION MEDIA OF WAUSAU, INC.  
ION MEDIA OF WEST PALM BEACH, INC.  
ION MEDIA OKLAHOMA CITY LICENSE, INC.  
ION MEDIA ORLANDO LICENSE, INC.  
ION MEDIA PHILADELPHIA LICENSE, INC.  
ION MEDIA PORTLAND LICENSE, INC.  
ION MEDIA PUBLISHING, INC.  
ION MEDIA RALEIGH LICENSE, INC.  
ION MEDIA SACRAMENTO LICENSE, INC.  
ION MEDIA SALT LAKE CITY LICENSE, INC.  
ION MEDIA SAN ANTONIO LICENSE, INC.  
ION MEDIA SAN JOSE LICENSE, INC.  
ION MEDIA SCRANTON LICENSE, INC.  
ION MEDIA SONGS, INC.  
ION MEDIA SPOKANE LICENSE, INC.  
ION MEDIA SYRACUSE LICENSE, INC.  
ION MEDIA TELEVISION, INC. (INDIVIDUALLY AND ON  
BEHALF OF AMERICA 51, L.P.)  
ION MEDIA TULSA LICENSE, INC.  
ION MEDIA WASHINGTON LICENSE, INC.  
ION MEDIA WAUSAU LICENSE, INC.  
ION MEDIA WEST PALM BEACH HOLDINGS, INC.  
ION MEDIA WEST PALM BEACH LICENSE, INC.  
ION TELEVISION NET, INC.  
OCEAN STATE TELEVISION, L.L.C.  
OPEN MOBILE VENTURES CORPORATION**