

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A  
Under the Securities Exchange Act of 1934  
(Amendment No. 4)\*

ION MEDIA NETWORKS, INC.

-----  
(Name of Issuer)

Class A Common Stock, Par Value \$0.001 Per Share

-----  
(Title of Class of Securities)

704231109

-----  
(CUSIP Number)

Elizabeth A. Newell, Assistant Secretary

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NBC Universal, Inc.  
30 Rockefeller Plaza, New York, NY 10112  
(212) 664-3307  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications)

February 22, 2007

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See ss. 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

This Amendment No. 4 to Schedule 13D ("Amendment No. 4") amends the Schedule 13D filed on September 27, 1999 (the "Initial Schedule 13D"), as amended by Amendment No. 1 filed on February 14, 2003, Amendment No. 2 filed on November 9, 2005 and Amendment No. 3 filed on January 18, 2007 (together with the Initial Schedule 13D, the "Schedule 13D"), which relates to shares of Class A Common Stock ("Class A Common Stock"), par value \$0.001 per share, of ION Media Networks, Inc., f/k/a/ Paxson Communications Corp. (the "Company"). Capitalized terms used but not defined herein shall have the meanings attributed to them in the Schedule 13D. All items or responses not described herein remain as previously reported in the Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented by adding the following immediately after the last paragraph thereof:

"On February 16, 2007, the Board approved CIG Media LLC ("CM") as a permitted transferee of the Call Right under the Call Agreement.

On February 22, 2007, NBCU, NBC Palm Beach II and CM entered into a Call Right Transfer Agreement (the "Call Right Transfer Agreement"), pursuant to

which, among other matters, NBC Palm Beach II agreed to assign to CM, and CM agreed to assume, all of the rights and obligations of NBC Palm Beach II under the Call Agreement. The assignment to, and assumption by, CM of such rights and obligations under the Call Agreement is subject to the satisfaction or waiver of various conditions precedent, including the approval by the Board of the Proposed Transaction. Accordingly, CM does not have any obligations under the Call Agreement until such time, if any, when the transfer and assignment of the Call Right occurs. In addition, the Call Right Transfer Agreement provides that if the Board does not approve the Proposed Transaction on or prior to March 31, 2007, NBCU shall have the right to terminate the Call Right Transfer Agreement.

The foregoing description of the Call Right Transfer Agreement is not complete and is subject to the terms in the Call Right Transfer Agreement, attached hereto as Exhibit 22 and incorporated herein by reference.

In order to expedite the consummation of the Proposed Transaction and the delivery of the benefits to the Company's various stakeholders, CM and its advisors will promptly complete all materials necessary to file an application with the FCC requesting, among other things, that the FCC consent to the transfer of the shares of common stock of the Company beneficially owned by the Call Stockholders to CM and would like to file such application as soon as practicable with the assistance of the Company's affiliates and their respective advisors. The filing of an FCC application in connection with the Proposed Transaction does not in any way prejudice the right of the Board to subsequently approve or disapprove of the Proposed Transaction.

Based on discussions held between January 23, 2007 and February 20, 2007 among representatives of NBCU and CLP, the Board and its advisors, on February 22, 2007 NBCU and CLP submitted a letter (the "Revised Proposal Letter") to the Board setting forth certain modifications to particular aspects of the terms of the Proposed Transaction as initially reflected in the Letter and Term Sheet submitted to the Board on January 17, 2007 to further enhance the benefits of the Proposed Transaction to the Company and its various stakeholders. The following is a summary of the changes to the Term Sheet and the Proposed Transaction (capitalized terms used in the following bullets but not otherwise defined shall have the meanings ascribed to such terms in the Term Sheet):

- o The Company is no longer required to conduct the Company Tender Offer for shares of Class A Common Stock, and CM will retain any shares of Class A Common Stock acquired in the tender offer it conducts as set forth in the Term Sheet.
- o The Company is no longer required to seek consent from its senior lenders with respect to an amendment to increase the Restricted Payment basket from \$50,000,000 to \$70,000,000. However, the Company will be required to obtain confirmation from its senior lenders that their "change of control" put right will not be triggered by the Proposed Transaction.
- o CM will participate in the Exchange Offer and exchange all CLP 14-1/4% Preferred and CLP 9-3/4% Preferred for an aggregate principal amount of \$66.8 million of Subordinated Debt in the Exchange Offer.

- o NBC Palm Beach I will exchange with the Company \$210,000,000 in face amount of Series B Preferred Stock for \$210,000,000 in face amount of Series D Non-Convertible Preferred and will transfer to CM all of such Series D Non-Convertible Preferred.
- o CM will exchange with the Company \$98,000,000 in face amount of Series D Non-Convertible Preferred for \$98,000,000 in face amount of Series A Convertible Preferred and \$112,000,000 in face amount of Series D Non-Convertible Preferred for \$200,000,000 in face amount of Series C-2 Convertible Preferred. The conversion price of each share of Series C-2 Convertible Preferred will be approximately \$0.89 per share of Class A Common Stock.
- o NBC Palm Beach I will exchange with the Company \$21,070,000 in face amount of Series B Preferred Stock for \$31,070,000 in face amount of Series C-1 Convertible Preferred. The conversion price of each share of Series C-1 Convertible Preferred will be \$0.75 per share of Class A Common Stock.

CLP and NBCU also agreed to certain changes to the Term Sheet and the Proposed Transaction solely involving CLP and NBCU to adjust the relative economic benefits and beneficial ownership interests between CLP and NBCU to reflect the foregoing proposed structural changes.

The foregoing description of the Revised Proposal Letter is not complete and is subject to the terms in the Revised Proposal Letter, attached hereto as Exhibit 23 and incorporated herein by reference.

Except as set forth herein, in the Schedule 13D, and in the exhibits hereto and thereto, the Reporting Persons have no present plans or proposals that would result in or relate to any of the transactions or changes listed in Items 4(a) through 4(j) of the form of Schedule 13D."

Item 7. Materials to be Filed as Exhibits.

Exhibit No.	Description
Exhibit 22	Call Right Transfer Agreement, dated February 22, 2007, among NBC Palm Beach Investment II, Inc., NBC Universal, Inc. and CIG Media LLC.
Exhibit 23	Letter, dated February 22, 2007, from NBC Universal, Inc. and Citadel Limited Partnership to ION Media Networks, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

GENERAL ELECTRIC COMPANY

By: /s/ Lynn A. Calpeter

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Name: Lynn A. Calpeter  
Title: Authorized Signatory

NATIONAL BROADCASTING COMPANY HOLDING, INC.

By: /s/ Elizabeth A. Newell

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Name: Elizabeth A. Newell  
Title: Assistant Secretary

NBC UNIVERSAL, INC.

By: /s/ Elizabeth A. Newell

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Name: Elizabeth A. Newell  
Title: Assistant Secretary

NBC PALM BEACH INVESTMENT I, INC.

By: /s/ Elizabeth A. Newell

-----  
Name: Elizabeth A. Newell  
Title: Assistant Secretary

NBC PALM BEACH INVESTMENT II, INC.

By: /s/ Elizabeth A. Newell

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Name: Elizabeth A. Newell  
Title: Assistant Secretary

Dated: February 22, 2007

EXHIBIT INDEX

Exhibit No.	Description
Exhibit 22	Call Right Transfer Agreement, dated February 22, 2007, among NBC Palm Beach Investment II, Inc., NBC Universal, Inc. and CIG Media LLC.
Exhibit 23	Letter, dated February 22, 2007, from NBC Universal, Inc. and Citadel Limited Partnership to ION Media Networks, Inc.

CALL RIGHT TRANSFER AGREEMENT (this "Agreement") dated February 22, 2007, among NBC Palm Beach Investment II, Inc., a California corporation ("Palm Beach II"), NBC Universal, Inc., a Delaware corporation ("NBCU," and together with Palm Beach II, the "NBCU Entities"), and CIG Media LLC ("CM"), a Delaware limited liability company controlled by Citadel Limited Partnership, an Illinois limited partnership ("CLP").

## W I T N E S S E T H

WHEREAS, on November 7, 2005, Mr. Lowell W. Paxson, Second Crystal Diamond Limited Partnership, a Nevada limited partnership, Paxson Enterprises, Inc., a Nevada corporation (collectively, the "Call Stockholders") and Palm Beach II entered into a Call Agreement (the "Call Agreement"; capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Call Agreement), pursuant to which the Call Stockholders irrevocably granted Palm Beach II the Call Right to purchase from the Call Stockholders all of the Call Shares during the Call Period;

WHEREAS, contemporaneously with the execution of the Call Agreement, the Call Stockholders, NBCU and The Bank of New York (the "Escrow Agent") entered into an Escrow Agreement (the "Escrow Agreement"), pursuant to which the Call Stockholders deposited 15,455,062 shares of Class A Common Stock owned by the Call Stockholders and NBCU deposited cash in the amount of \$3,863,765.50 (the "Escrow Deposit") with the Escrow Agent;

WHEREAS, contemporaneously with the execution of the Call Agreement and the Escrow Agreement, Mr. Lowell W. Paxson, NBCU and ION Media Networks, Inc. (f/k/a Paxson Communications Corporation), a Delaware corporation (the "Company"), entered into a Paxson Consulting and Noncompetition Agreement (the "Paxson Noncompete Agreement") and Mr. Dean M. Goodman and NBCU entered into a Goodman Noncompetition Agreement (the "Goodman Noncompete Agreement," and together with the Paxson Noncompete Agreement, the "Noncompete Agreements"), pursuant to which NBCU agreed to make certain payments to the Company, Mr. Lowell W. Paxson and Mr. Dean M. Goodman under the terms and condition set forth therein;

WHEREAS, in connection with a potential restructuring (the "Transaction") of the Company's ownership and capital structure proposed by CLP and NBCU in a letter to the Company, dated January 17, 2007, including a term sheet attached thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time), the NBCU Entities wish to assign all of their rights and obligations under the Call Agreement, the Escrow Agreement and the Noncompete Agreements to CM, and CM wishes to assume all of the rights and obligations of the NBCU Entities under the Call Agreement, Escrow Agreement and the Noncompete Agreements, pursuant to Section 5.6 of the Call Agreement, Section 11 of the Escrow Agreement, Section 8 of the Paxson Noncompete Agreement and Section 7 of the Goodman Noncompete Agreement, respectively;

WHEREAS, on February 16, 2007 the Board of Directors approved CM as the Permitted Transferee of the Call Right pursuant to Section 2.5 of the Call Agreement; and

WHEREAS, effective upon CM's acquisition of Class B Common Stock included in the Call Shares at the Call Closing, that certain PMC Management and Proxy Agreement, dated November 7, 2005, among the Company, Paxson Management Corporation, a Nevada corporation ("PMC"), Mr. Lowell W. Paxson and certain of the Company's subsidiaries (collectively, the "Station Subsidiaries") listed on the signature page thereto, and the voting control of PMC over the Station Subsidiaries shall terminate.

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

## ARTICLE I

## DEFINED TERMS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Action" means any claim, demand, action, suit, arbitration, proceeding or investigation by or before any Governmental Authority.

"Agreement" has the meaning assigned to it in the Preamble.

"Assignment Closing" has the meaning assigned to it in Section 2.3 hereof.

"Assignment Date" has the meaning assigned to it in Section 2.3 hereof.

"Call Agreement" has the meaning assigned to it in the Recitals.

"Call Stockholders" has the meaning assigned to it in the Recitals.

"CLP" has the meaning assigned to it in the Preamble.

"CM" has the meaning assigned to it in the Preamble.

"Company" has the meaning assigned to it in the Recitals.

"Definitive Documentation" means the agreements to be executed in connection with the Transaction by the Company, any of the parties hereto or their respective Affiliates at or prior to the Assignment Date, in each case in form and substance reasonably satisfactory to such parties.

"Escrow Agent" has the meaning assigned to it in the Recitals.

"Escrow Agreement" has the meaning assigned to it in the Recitals.

"Escrow Deposit" has the meaning assigned to it in the Recitals.

"Goodman Noncompete Agreement" has the meaning assigned to it in the Recitals.

"Law" means any federal, state, provincial, local, foreign or similar statute, law, ordinance, regulation, rule, code (having the force of law), requirement or interpretation or rule of law of any Governmental Authority or any Order.

"Material Adverse Effect" means any event, change, circumstance or effect that, individually or when taken together with all other such events, changes, circumstances or effects, is or would reasonably be expected to be materially adverse to the business, assets, liabilities, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole; provided, however, that none of the following shall be considered in determining whether there has been a Material Adverse Effect (except to the extent disproportionately affecting the Company and its Subsidiaries relative to other companies in the television broadcasting industry): (i) general economic condition or (ii) events, changes, circumstances or effects affecting the television broadcasting industry generally.

"NBCU" has the meaning assigned to it in the Preamble.

"NBCU Entities" has the meaning assigned to it in the Preamble.

"Noncompete Agreements" has the meaning assigned to it in the Recitals.

"Order" means any decree, injunction, judgment, order, ruling, assessment or writ issued by a Governmental Authority.

"Palm Beach II" has the meaning assigned to it in the Preamble.

"Paxson Noncompete Agreement" has the meaning assigned to it in the Recitals.

"PMC" has the meaning assigned to it in the Recitals.

"SEC" means the United States Securities and Exchange Commission.

"SEC Filings" has the meaning assigned to it in Section 4.1(a) hereof.

"Station Subsidiaries" has the meaning assigned to it in the Recitals.

"Subsidiary" means, with respect to the Company, a corporation, partnership, limited liability company, joint venture, or other entity of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is owned or controlled, directly or indirectly, by the Company and/or one or more of its respective Subsidiaries.

"Transaction" has the meaning assigned to it in the Recitals.

## ARTICLE II

### ASSIGNMENT AND ASSUMPTION

Section 2.1 Assignment of Call Agreement, Escrow Agreement and Obligations under Noncompete Agreements by NBCU Entities. On the terms and subject to the conditions set forth in this Agreement, effective as of the Assignment Date, (i) Palm Beach II shall assign all of its rights and obligations under the Call Agreement (including the Call Right), and (ii) NBCU shall assign all of its rights and obligations under the Escrow Agreement (including the right to the proceeds of the Escrow Deposit) and the Noncompete Agreements (including the payment obligations to the Company, Mr. Lowell W. Paxson and Mr. Dean M. Goodman thereunder), to CM. The parties hereto hereby agree that, following the Assignment Closing, the NBCU Entities shall not have any rights or obligations under the Call Agreement, the Escrow Agreement or the Noncompete Agreements.

Section 2.2 Assumption of Call Agreement, Escrow Agreement and Obligations under Noncompete Agreements by CM. On the terms and subject to the conditions set forth in this Agreement, effective as of the Assignment Date, CM shall assume and accept the assignment of (i) all of the rights and obligations of Palm Beach II under the Call Agreement and (ii) all of the rights and obligations of NBCU under the Escrow Agreement and the Noncompete Agreements, and in each case, agree to be bound by all of the terms and conditions thereof in the same way as such terms obligate the NBCU Entities.

Section 2.3 Effective Date of Assignment. (a) Subject to the terms and conditions of this Agreement, the assignment by the NBCU Entities of the Call Agreement, the Escrow Agreement and the Noncompete Agreements, and the assumption by CM of the Call Agreement, Escrow Agreement and the Noncompete Agreements contemplated by this Agreement shall become effective at a closing (the "Assignment Closing") to be held at the office of Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York at 10:00 A.M., local time, on the third Business Day following the satisfaction or waiver of all conditions specified in Article III (other than those conditions that by their nature are to be satisfied at the Assignment Closing, but subject to satisfaction or waiver thereof), or at such other place or at such other time or on such other date as the parties hereto may mutually agree upon in writing (the day on which the Assignment Closing takes place being the "Assignment Date").

(b) At the Assignment Closing and subject to the satisfaction or waiver of all conditions specified in Article III (other than those conditions that by their nature are to be satisfied at the Assignment Closing, but subject to satisfaction or waiver thereof), each party hereto, including its respective Affiliates, shall deliver or cause to be delivered to each of the other parties hereto, the duly executed Definitive Documentation to which it is a party.

(c) Immediately following the Assignment Closing, CM shall (i) deliver a Call Notice to the Call Stockholders to exercise the Call Right pursuant to the terms and conditions of the Call Agreement and (ii) commence a Tender Offer pursuant to the terms and conditions of Section 3.5 of the Stockholder Agreement. Upon exercise of the Call Right, CM shall (x) together with the Call Stockholders, deliver a joint written notice to the Escrow Agent pursuant to Section 4(a) of the Escrow Agreement and (y) pay Mr. Dean M. Goodman \$2,250,000 by wire transfer of immediately available funds to such an account or accounts specified in writing by him.

### ARTICLE III

#### CONDITIONS TO ASSIGNMENT CLOSING

Section 3.1 Conditions to Assignment Closing of CM. The obligations of CM to effect the Assignment Closing shall be subject to the satisfaction or waiver by CM, on the Assignment Date, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the NBCU Entities set forth in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Assignment Date as if made on and as of the Assignment Date.

(b) Board Approval. The Board of Directors shall have approved the Transaction.

(c) Governmental Filings and Third Party Approvals. CM shall have made all governmental filings required to be made to consummate the Transaction under the applicable law, including the HSR Act, and any waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated and all material permits and approvals required to be obtained from any Governmental Authority or any other Person to consummate the Transaction or the transactions contemplated hereby shall have been received or obtained.

(d) FCC Application. CM shall have filed the FCC Application in accordance with Section 2.2(b) of the Call Agreement.

(e) FCC Approval. The FCC shall have granted the FCC Application by a Final Order approving the acquisition of the Call Shares by CM from the Paxson Stockholders; provided that if a Final Order has not been received by May 6, 2007, this condition shall be deemed waived.

(f) Absence of Material Adverse Effect. No event, change, circumstance or effect shall have occurred which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(g) No Action. No Action involving the Company or any of its directors, officers, employees, stockholders or debtholders shall be pending before any Governmental Authority that would prevent or materially delay the consummation of the Transaction or, if successful, would require the parties hereto or the Company to materially alter the Transaction.

(h) No Orders; Law. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Authority that has the effect of making the transactions contemplated by this Agreement or the Definitive Documentation illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated hereby or thereby.

(i) Definitive Documentation. Each of the Company and the NBCU Entities shall have executed and delivered to CM the Definitive Documentation to which it is a party, and CM shall be reasonably satisfied as to the form and substance of such Definitive Documentation.

(j) Performance of Covenants. Each of the NBCU Entities shall have performed in all respects the covenants specified in Sections 4.5 and 4.7 of this Agreement and in all material respects all other covenants and agreements required to be performed by it under this Agreement.

(k) Performance of Covenants under Other Agreements. Each of the NBCU Entities shall have performed in all material respects all covenants and agreements required to be performed by it under each of the Call Agreement, the Escrow Agreement or the Noncompete Agreements to which it is a party.

Section 3.2 Conditions to Assignment Closing of NBCU Entities. The obligations of the NBCU Entities to effect the Assignment Closing shall be subject to the satisfaction or waiver by the NBCU Entities, on the Assignment Date, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of CM set forth in this Agreement shall be true and correct in all material respects as of the date hereof and as of the Assignment Date as if made on and as of the Assignment Date.

(b) Board Approval. The Board of Directors shall have approved the Transaction.

(c) Governmental Filings and Third Party Approvals. CM shall have made all governmental filings required to be made to consummate the Transaction under the applicable law, including the HSR Act, and any waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated and all material permits and approvals required to be obtained from any Governmental Authority or any other Person to consummate the Transaction or the transactions contemplated hereby shall have been received or obtained.

(d) FCC Application. CM shall have filed the FCC Application in accordance with Section 2.2(b) of the Call Agreement.

(e) FCC Approval. The FCC shall have granted the FCC Application by a Final Order approving the acquisition of the Call Shares by CM from the Paxson Stockholders; provided that if a Final Order has not been received by May 6, 2007, this condition shall be deemed waived.

(f) Absence of Material Adverse Effect. No event, change, circumstance or effect shall have occurred which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect.

(g) No Action. No Action involving the Company or any of its directors, officers, employees, stockholders or debtholders shall be pending before any Governmental Authority that would prevent or materially delay the consummation of the Transaction or, if successful, would require the parties hereto or the Company to materially alter the Transaction.

(h) No Orders; Law. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Authority that has the effect of making the transactions contemplated by this Agreement or the Definitive Documentation illegal or otherwise prohibiting or restraining the consummation of the transactions contemplated hereby or thereby.

(i) Definitive Documentation. Each of the Company and CM shall have executed and delivered to the NBCU Entities the Definitive Documentation to which it is a party, and the NBCU Entities shall be reasonably satisfied as to the form and substance of such Definitive Documentation.

(j) Performance of Covenants. CM shall have performed in all material respects all covenants and agreements required to be performed by it under this Agreement.

#### ARTICLE IV

##### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.1 Representations and Warranties of NBCU Entities. Each NBCU Entity hereby represents and warrants to CM as follows:

(a) Existence; Compliance with Law. Each NBCU Entity is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Each NBCU Entity is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified and in good standing would not adversely affect the ability of such NBCU Entity to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by each NBCU Entity of this Agreement, the performance by each NBCU Entity of its obligations hereunder and the consummation by each NBCU Entity of the transactions contemplated hereby have been duly authorized by all requisite action on the part of such NBCU Entity. This Agreement has been duly executed and delivered by each NBCU Entity, and (assuming due authorization, execution and delivery by CM) this Agreement constitutes legal, valid and binding obligations of each NBCU Entity, enforceable against each NBCU Entity in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating

to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity). Each of the Call Agreement, the Escrow Agreement and the Noncompete Agreements is in full force and effect and constitutes the legally valid and binding obligation of the NBCU Entities that entered into such agreement and, to the knowledge of each of the NBCU Entities, each of the other parties thereto. Except as disclosed in (i) the Current Report on Form 8-K filed by the Company with the SEC on November 7, 2005 or (ii) Amendment No. 2 to the Schedule 13D/A filed by NBCU with the SEC on November 9, 2005 (together, the "SEC Filings"), there are no side letters or agreements which relate to any of the Call Agreement, the Escrow Agreement or the Noncompete Agreements. True copies of each of the Call Agreement, the Escrow Agreement and the Noncompete Agreements, as amended to date, have been filed with the SEC in the SEC Filings or provided to CLP by NBCU.

(b) Authorization; Enforceable Obligations. Assuming that all consents, approvals, authorizations and other actions described in Section 4.1(c) hereof have been obtained, all filings and notifications have been made and any applicable waiting period has expired or been terminated, and except as may result from any facts or circumstances relating solely to CM or its Affiliates, the execution, delivery and performance of this Agreement does not and will not (i) violate, conflict with or result in the breach of the certificate of incorporation or by laws (or similar organizational documents) of such NBCU Entity, (ii) conflict with or violate any law or Governmental Order applicable to such NBCU Entity or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which such NBCU Entity or any of its Affiliates is a party, except, in the case of clauses (ii) and (iii), as would not materially and adversely affect the ability of such NBCU Entity to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Each of the Call Agreement, the Escrow Agreement and the Noncompete Agreements is assignable by the NBCU Entity that is a party thereto and, except as described in Section 4.1(c) of this Agreement, such assignment does not require the consent of any Person.

(c) Governmental Consents. The execution, delivery and performance by each NBCU Entity of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except (i) filings with the SEC pursuant to Sections 13(d) and 16 of the Exchange Act by the NBCU Entities, (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by such NBCU Entity of the transactions contemplated by this Agreement or (iii) as may be necessary as a result of any facts or circumstances relating solely to the Company or CM or any of their respective Affiliates.

Section 4.2 Representations and Warranties of CM. CM hereby represents and warrants to the NBCU Entities as follows:

(a) Existence; Compliance with Law. CM is duly organized, validly existing and in good standing under the laws of Delaware and has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. CM is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified and in good standing would not adversely affect the ability of CM to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by CM of this Agreement, the performance by CM of its obligations hereunder and the consummation by CM of the transactions contemplated hereby have been duly authorized by all requisite action on the part of CM. This Agreement has been duly executed and delivered by CM, and (assuming due authorization, execution and delivery by each NBCU Entity) this Agreement constitutes legal, valid and binding obligations of CM, enforceable against CM in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(b) Authorization; Enforceable Obligations. Assuming that all consents, approvals, authorizations and other actions described in Section 4.2(c) hereof have been obtained, all filings and notifications have been made and any applicable waiting period has expired or been terminated, and except as may result from any facts or circumstances relating solely to the NBCU Entities, the execution, delivery and performance of this Agreement does not and will not (i) violate, conflict with or result in the breach of the certificate of incorporation or by laws (or similar organizational documents) of CM, (ii) conflict with or violate any law or Governmental Order applicable to CM or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, acceleration or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which CM or any of its Affiliates is a party, except, in the case of clauses (ii) and (iii), as would not materially and adversely affect the ability of CM to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

(c) Governmental Consents. The execution, delivery and performance by CM of this Agreement do not and will not require any consent, approval, authorization or other order of, action by, filing with or notification to, any Governmental Authority, except (i) filing of the FCC Application with the FCC, (ii) filings with the SEC (A) pursuant to Sections 13(d) and 16 of the Exchange Act by CM, and such other compliance with the Exchange Act as may be required in connection with this Agreement and the transactions contemplated by this Agreement, or (B) a tender offer statement on Schedule TO or such other documents otherwise required in connection with the transactions contemplated by this Agreement, (iii) the pre-merger notification and waiting period requirements of the HSR Act in connection with the commencement of the Tender Offer, (iv) the grant of the FCC Application by a Final Order of

the FCC in connection with the acquisition of the Call Shares by CM from the Paxson Stockholders, (v) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by CM of the transactions contemplated by this Agreement, (vi) such filings and approvals as may be required by any applicable state securities or "blue sky" laws, or (vii) as may be necessary as a result of any facts or circumstances relating solely to the Company or the NBCU Entities or any of their respective Affiliates.

Section 4.3 FCC Application; Inconsistent Actions; Final Order. As promptly as practicable following the date hereof, CM shall cooperate with the Company to file the FCC Application in accordance with Section 2.2(b) of the Call Agreement. Neither the NBCU Entities nor CM shall take any action that would reasonably be expected to delay or hinder the grant of the FCC Application. The NBCU Entities hereby agree that they will not, and they shall not permit their Affiliates, to file a petition to deny or otherwise object to or oppose the grant of the FCC Application.

Section 4.4 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each party hereto shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to perform the obligations of such party under this Agreement and to consummate the transactions contemplated hereby.

Section 4.5 Amendment of Agreements. No NBCU Entity shall amend or waive (other than immaterial waivers) any of the provisions of the Call Agreement, the Escrow Agreement or the Noncompete Agreements to which it is a party without the prior written consent of CM. NBCU shall provide CM prompt written notice of any immaterial waivers granted by NBCU under such agreements.

Section 4.6 No Performance until Assignment Closing. Each of the NBCU Entities acknowledges that the execution and delivery of this Agreement does not and will not create or impose any obligations on CM to perform any of the obligations or transactions contemplated to be performed by a permitted transferee under any of the Call Agreement, the Escrow Agreement or the Noncompete Agreements until the consummation of the Assignment Closing.

Section 4.7 Restrictions on Assignment. So long as this Agreement is in effect and has not been terminated in accordance with its terms, each of the NBCU Entities shall not, without the prior written consent of CM, Transfer or attempt to Transfer the Call Right to any other Person.

ARTICLE V

MISCELLANEOUS

Section 5.1 Termination. (a) This Agreement shall terminate in its entirety on the earlier to occur of the following: (i) the date on which the Company notifies any party hereto or publicly announces that it has determined to cease to participate in discussions, conversations, negotiations or other communications with CLP, NBCU or their respective Affiliates and representatives with respect to the Transaction, or (ii) on May 7, 2007 if any of the conditions in Sections 3.1 and 3.2 of this Agreement (other than the conditions in Sections 3.1(e) and 3.2(e)) has not been satisfied or waived as of May 7, 2007; provided, that in the event the Board of Directors does not approve the Transaction on or prior to March 31, 2007, NBCU shall have the right to terminate this Agreement.

(b) In the event this Agreement is terminated pursuant to Section 5.1(a) hereof, it shall become void and of no further effect and no party hereto (or any of its Affiliates, directors, officers, representatives or agents) shall have any liability or further obligation to any other party to this Agreement, except that the termination of this Agreement shall not relieve any party of any liability arising out of or resulting from any knowing, willful or intentional breach of this Agreement by such party prior to such termination.

Section 5.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally, by fax or sent by overnight courier as follows:

(a) If to the NBCU Entities, to:

NBC Universal, Inc.  
30 Rockefeller Plaza  
New York, New York 10112  
Attention: General Counsel  
Tel: 212-646-7024  
Fax: 212-646-4733

with a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
Attention: John A. Marzulli, Jr.  
Tel: 212-848-8590  
Fax: 646-848-8590

(b) If to CM, to:

CIG Media LLC  
131 S. Dearborn Street, 32nd Floor  
Chicago, Illinois 60603  
Attention: Matthew B. Hinerfeld  
Tel: 312-395-3167  
Fax: 312-267-7628

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Attention: Robert Schwenkel  
Steven Steinman  
Tel: 212-859-8000  
Fax: 212-859-4000

or to such other address or addresses as shall be designated in writing. All notices shall be effective when received.

Section 5.3 Entire Agreement; Amendment. This Agreement, the Definitive Documentation, the Letter of Intent, dated as of January 17, 2007, between NBCU and CLP and any other documents described therein or attached or delivered pursuant thereto set forth the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Any provision of this Agreement may be amended or modified in whole or in part at any time only by an agreement in writing signed by all of the parties hereto. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right.

Section 5.4 Successors and Assigns; Third Party Beneficiaries. No party hereto may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of each of the other parties hereto. Any purported assignment in violation of this Section 5.4 shall be null and void. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person, other than the parties hereto and their respective successors, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors, and for the benefit of no other Person.

Section 5.5 Other Provisions. The provisions of Sections 5.3 (Severability), 5.4 (Counterparts), 5.5 (Governing Law; Jurisdiction; Waiver of Jury Trial), 5.7 (Remedies), 5.8 (Further Assurances) and 5.9 (Headings, Captions and Table of Contents) of the Call Agreement are incorporated herein by reference and shall apply to the terms and conditions of this Agreement and the parties hereto mutatis mutandis.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto or by their respective duly authorized representative all as of the date first above stated.

NBC PALM BEACH INVESTMENT II, INC.

By: /s/ Richard Cotton

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Name: Richard Cotton  
Title: Executive Vice President and  
General Counsel

NBC UNIVERSAL, INC.

By: /s/ Richard Cotton

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Name: Richard Cotton  
Title: Executive Vice President and  
General Counsel

CIG MEDIA LLC

By: Citadel Limited Partnership,  
its Manager

By: Citadel Investment Group, L.L.C.,  
its General Partner

By: /s/ Matthew B. Hinerfeld

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Name: Matthew B. Hinerfeld  
Title: Managing Director and  
Deputy General Counsel

February 22, 2007

The Board of Directors  
ION Media Networks, Inc.  
601 Clearwater Park Road  
West Palm Beach, Florida 33401

Ladies and Gentlemen:

Citadel Limited Partnership ("CLP") and NBC Universal, Inc. and its wholly-owned subsidiary, NBC Palm Beach Investment II, Inc. (together, "NBCU"), are pleased that the Board of Directors (the "Board") of ION Media Networks, Inc. (the "Company") approved CIG Media LLC ("CIG Media"), as a permitted transferee of NBCU, for purposes of Section 3.10 of the Amended and Restated Stockholder Agreement, dated November 7, 2005, by and among the Company, NBCU, and Lowell W. Paxson and certain affiliates of Lowell W. Paxson (collectively, the "Call Stockholders"). We appreciate your valuable time and efforts in approving CIG Media as the permitted transferee.

CLP and NBCU wish to emphasize that we and our advisors are committed to continue working with the Company to consummate the Proposed Transaction (as defined below) in an expeditious manner. We are comfortable in our belief that the Board will come to view the Proposed Transaction as the best path forward for the Company and its various stakeholders.

We are pleased to advise the Board that NBCU and CIG Media have entered into a Call Right Transfer Agreement (the "Call Right Transfer Agreement"), pursuant to which, among other matters, NBCU agreed to assign to CIG Media, and CIG Media agreed to assume, all of the rights and obligations of NBCU under the Call Agreement (the "Call Agreement"), dated November 7, 2005, by and among the Call Stockholders and NBC Palm Beach Investment II, Inc. As set forth in the Call Right Transfer Agreement, the effectiveness of the transfer and assignment of the Call Right to CIG Media is subject to the satisfaction or waiver of various conditions precedent, including the approval by the Board of the Proposed Transaction. Accordingly, CIG Media does not have any obligations under the Call Agreement until such time, if any, when the transfer and assignment of the Call Right occurs. A copy of the executed Call Right Transfer Agreement is enclosed with this letter.

Now that NBCU and CIG Media have entered into the Call Right Transfer Agreement, an application with the FCC requesting, among other things, that the FCC consent to the transfer of the shares of common stock of the Company beneficially owned by the Call Stockholders to CIG Media can be filed. In order to expedite the consummation of the Proposed Transaction and the delivery of the benefits to the Company's various stakeholders, CIG Media and its advisers will promptly complete all materials necessary to file such FCC application and would like to file such application as soon as practicable with the assistance of the Company's affiliates and their respective advisors. The filing of an FCC application in connection with the Proposed Transaction does not in any way prejudice the right of Board to subsequently approve or disapprove the Proposed Transaction.

Based on discussions held between January 23, 2007 and February 20, 2007 with you and your advisors, we are hereby modifying our January 17, 2007 proposal regarding a potential restructuring of the Company's ownership and capital structure (the "Proposed Transaction") and the non-binding term sheet (the "Term Sheet") enclosed therewith to further enhance the benefits of the Proposed Transaction to the Company and its various stakeholders. The following is a summary of the changes to the Term Sheet and the Proposed Transaction (capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Term Sheet) proposed by CLP and NBCU:

- o The Company is no longer required to conduct the Company Tender Offer for shares of Class A Common Stock and CIG Media will retain any shares of Class A Common Stock acquired in the tender offer it conducts as set forth in the Term Sheet.
- o The Company is no longer required to seek consent from its senior lenders with respect to an amendment to increase the Restricted Payment basket from \$50,000,000 to \$70,000,000. However, the Company will be required to obtain confirmation from its senior lenders that

their "change of control" put right will not be triggered by the Proposed Transaction.

- o CIG Media would participate in the Exchange Offer and exchange all CLP 14-1/4% Preferred and CLP 9-3/4% Preferred for an aggregate principal amount of \$66.8 million of Subordinated Debt in the Exchange Offer.
- o NBC Palm Beach Investment I, Inc. ("Palm Beach I"), a wholly-owned subsidiary of NBCU, will exchange with the Company \$210,000,000 in face amount of Series B Preferred Stock for \$210,000,000 in face amount of Series D Non-Convertible Preferred and will transfer to CIG Media all of such Series D Non-Convertible Preferred.
- o CIG Media will exchange with the Company \$98,000,000 in face amount of Series D Non-Convertible Preferred for \$98,000,000 in face amount of Series A Convertible Preferred and \$112,000,000 in face amount of Series D Non-Convertible Preferred for \$200,000,000 in face amount of Series C-2 Convertible Preferred. The conversion price of each share of Series C-2 Convertible Preferred will be approximately \$0.89 per share of Class A Common Stock.
- o Palm Beach I will exchange with the Company \$21,070,000 in face amount of Series B Preferred Stock for \$31,070,000 in face amount of Series C-1 Convertible Preferred. The conversion price of each share of Series C-1 Convertible Preferred will be \$0.75 per share of Class A Common Stock.

We and our advisors stand ready to meet with you, the Company's management and your respective advisors at any time and discuss with you or them any issue with respect to the Proposed Transaction, the Term Sheet and this letter. In the meantime, we and our respective advisors will commence to work on definitive documentation with respect to the Proposed Transaction and look forward to discussing such documentation with you and your advisors at the appropriate time.

This letter is not intended to be, nor shall it be, a binding contract between us, but is intended only as a formal indication of our proposal as of this date, and the parties will be jointly bound only in accordance with the terms and conditions to be negotiated and contained in mutually executed definitive documentation.

Very truly yours,

CITADEL LIMITED PARTNERSHIP  
By: Citadel Investment Group, LLC,  
its General Partner

NBC UNIVERSAL, INC.

By: /s/ Matthew Hinerfeld  
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Name: Matthew Hinerfeld  
Title: Managing Director and  
Deputy General Counsel

By: /s/ Bruce Campbell  
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Name: Bruce Campbell  
Title: Executive Vice President,  
Business Development