

## MASTER REORGANIZATION AGREEMENT

This Master Reorganization Agreement dated March 26, 2021 ("Reference Date") is entered into by:

Meruelo Media, LLC ("Media LLC"), a California limited liability company ("Media LLC");

Meruelo Television, LLC ("Television LLC"), a California limited liability company;

KPWR Radio LLC ("KPWR Radio"), a California limited liability company;

KPWR Radio Holdings LLC ("KPWR Holdings"), a California limited liability company;

KWHY-22 Broadcasting, LLC ("KWHY-22"), a California limited liability company;

Alex Meruelo, Trustee of the Alex Meruelo Living Trust dated August 6, 1986, and all amendments thereto ("Meruelo"); and

Luis A. Armona, Co-Trustee of the Luis and Margaret Armona Living Trust dated March 22, 2010 and all amendments thereto ("Armona").

Media LLC, Television LLC, KWHY-22, KPWR Radio, KPWR Holdings, Meruelo, and Armona are referred to collectively in this Agreement as the "Parties" and each individually as a "Party."

### Recitals

Meruelo and Armona are the record and beneficial owners of all the outstanding membership interests in Media LLC and in Television LLC, with Meruelo owning 90% of the outstanding membership interest in each entity and Armona owning the remaining 10% outstanding membership interest in each entity.

KPWR Radio and KWHY-22 are wholly owned subsidiaries of Television LLC and KPWR Holdings, in turn, is a wholly owned subsidiary of KPWR Radio.

KWHY-22 holds authorization for a radio station license issued by the Federal Communications Commission (the "FCC") which is identified on Schedule 1 to this Agreement together with the assigned FCC Facility ID Number (the "FCC License"). KPWR and KWHY Broadcasting are wholly owned subsidiaries of Television LLC.

For ease of understanding, Exhibit A to this Agreement depicts the ownership structure of the Parties as of the Reference Date.

Media LLC, Television LLC, KWHY Broadcasting, KPWR Radio, and KPWR Holdings (collectively, the "Reorganizing Parties" and each a "Reorganizing Party") wish to reorganize and streamline the ownership structure among themselves pursuant to the terms of this Agreement in order to achieve a more efficient structure whereby (1) both Television LLC and KPWR Radio will be wholly owned subsidiaries of Media LLC and (2) KPWR Holdings will hold the authorization for the FCC License (the "Reorganization").

### **Agreement**

Therefore, the Parties agree as follows:

**1. Order of Transactions.** The following transactions shall take place subject to and immediately following FCC Consent (defined in Section 4 below) in the following order:

a. Assignment of Television LLC to Media LLC. Meruelo and Armona shall assign all of their respective ownership in Television LLC to Media LLC. For ease of understanding, Exhibit B to this Agreement depicts the ownership structure of the parties following the foregoing transaction.

b. Assignment of KPWR to Media LLC. Television LLC shall assign its entire ownership interest in KPWR to Media LLC. For ease of understanding, Exhibit C to this Agreement depicts the ownership structure of the parties following the foregoing transaction.

c. Assignment of FCC License to KPWR Holdings. KWHY-22 shall assign the FCC License to KPWR Holdings and KPWR Holdings shall accept that assignment and assume sole responsibility for the payment, performance, and discharge of all of KWHY-22's liabilities, obligations, and duties under or in respect of the FCC License. For ease of understanding, Exhibit D to this Agreement depicts the ownership structure of the parties following the foregoing transaction and at the completion of the Reorganization.

**2. Consents and Approvals.** Each of the Reorganization Parties consents to and approves of the transactions contemplated in the Reorganization as described in Section 1 above.

**3. Representations and Warranties.** Each of the Reorganization Parties represents and warrants to the other Reorganization Parties as follows:

a. Authority. The Reorganization Party has all requisite right, power, capacity, and authority to enter into, deliver, and perform this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly and validly executed and delivered by the Reorganization Party.

b. Validity and Enforceability. This Agreement is legal, valid, and binding upon and enforceable against the Reorganization Party in accordance with its terms.

c. No Conflicts; Consents. Subject to the FCC Consent (defined in Section 4 below) and the Lender Consent (defined in Section 5.b below), neither the execution, delivery, and performance by the Reorganization Party of this Agreement and the documents to be delivered under this Agreement nor the consummation of the transactions contemplated by this Agreement: (1) violate or conflict with the certificate of formation or the operating agreement of the Reorganization Party, or other organizational documents of the Reorganization Party; or (2) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to the Company. Excepting the FCC Consent (defined in Section 4 below) and the Lender Consent (defined in Section 5.b below), no consent, approval, waiver, or authorization is required to be obtained by the Reorganization Party from any person or entity (including any other governmental authority) in connection with the execution, delivery, and performance by it of this Agreement and the consummation of the transactions contemplated by this Agreement.

d. Legal Proceedings. Excepting the FCC Consent, no litigation, claim, administrative proceeding, or other proceeding or governmental investigation is pending or, to the Reorganization Party's knowledge, threatened which would prevent or delay the execution, delivery, or performance of this Agreement by the Reorganization Party or the consummation by the Reorganization Party of the transactions contemplated in this Agreement.

**4. Assignment Applications; FCC Consent.** The parties will execute, file, and diligently prosecute the appropriate applications to the FCC (collectively, the "Assignment Applications") requesting the FCC's consent to the Reorganization ("FCC Consent"). Media LLC shall pay for all filing fees paid in connection with the Assignment Applications and other costs with respect to the preparation, filing, and prosecution of the Assignment Applications. The Parties will cooperate in good faith to diligently prosecute the Assignment Applications and otherwise use their commercially reasonable best efforts to obtain the FCC Consent as soon as possible. The Parties will (a) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by each from, or given by each to, the FCC with respect to this Agreement, the FCC License, the Assignment Applications, or the transaction

contemplated by this Agreement; (b) notify each other of all documents filed with or received from the FCC with respect to this Agreement, the FCC License, the Assignment Applications, or the transaction contemplated by this Agreement, and provide each other with copies of all those documents; (c) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Applications; and (d) cooperate in all respects with each other in connection with this Agreement, the FCC License, the Assignment Applications, or the transaction contemplated by this Agreement and in connection with any investigation or other inquiry by or before the FCC related to the foregoing. Each party will have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other party that appears in any filing made with, or written materials submitted to, the FCC with respect to this Agreement, the FCC License, the Assignment Applications, or the transactions contemplated by this Agreement.

**5. Conditions to Consummation of Transactions.** This Agreement and the consummation of the Reorganization are contingent on each of the following:

a. The FCC Consent will have been obtained and will be in full force and effect, and no court, administrative, or governmental order prohibiting the Reorganization will be in effect.

b. Bank of America, N.A. ("Lender") will have approved and authorized the Reorganization upon the terms and conditions set forth in this Agreement ("Lender Consent").

**6. General Provisions.**

a. Schedules and Exhibits. Schedules and Exhibits attached to this Agreement are a part of this Agreement and are incorporated in this Agreement for all purposes.

b. Survival of Representations. The representations, warranties, covenants, and agreements made in this Agreement shall survive any investigation made by any party and the consummation of the transactions contemplated in this Agreement.

c. Expenses. Except as otherwise expressly set forth in this Agreement, each party will be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement.

d. Further Assurances. The parties will at their own cost and expense execute and deliver such further documents and instruments and use reasonable efforts to take such

other action as may be necessary or appropriate to make effective the transactions that this Agreement contemplates.

e. Waiver. Except for the FCC Consent and the Lender Consent, any term or condition of this Agreement may be waived at any time by the party that is entitled to its benefit, but the waiver will not be effective unless set forth in a writing signed by or on behalf of the waiving party. No waiver of any term or condition or consent to any action will constitute a waiver of any other provision or a consent to any other action, whether or not similar, on any future occasion. No failure or delay in exercising any right or remedy under this Agreement is a waiver of that right or remedy.

f. Headings. Section and subsection titles and captions in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions.

g. Meaning of Certain Words and Pronouns. The terms "*includes*" and "*including*" will not be construed to imply any limitation. The term "*or*" is not exclusive. The terms "*shall*" and "*will*" are to be construed as creating a mandatory duty. Wherever the context may require, any pronouns used in this Agreement, will include the corresponding masculine, feminine, or neuter forms. The singular form of nouns or pronouns will include the plural and vice versa. Technical words will be given the meaning usually understood by people in the profession unless a different sense is clearly intended.

h. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or unenforceable (whether in whole or in part) for any reason, that provision or part will be stricken from this Agreement. The stricken provision or part will not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the essential terms of the transactions contemplated by this Agreement remain enforceable. The stricken provision or part will be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision or part as is legally possible so as to effect the original intent of the parties as closely as possible.

i. Entire Agreement. This Agreement supersedes all prior oral and written discussions and agreements between the parties with respect to its subject matter, and contains and expresses the final, complete, and exclusive agreement between the parties with respect to its subject matter. There are no other understandings, representations, warranties, or agreements between the parties other than those set forth in this Agreement.

j. Amendments. This Agreement may be amended or supplemented only by a written instrument duly executed by or on behalf of each party.

k. Successors and Assigns. No party will voluntarily or by operation of law assign, transfer or encumber, in any manner, (collectively "Assignment") any of its rights, duties, or other interests in this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed. Any attempt to make an Assignment in violation of this provision will be a material default under this Agreement. Any assignment in violation of this Agreement will be void and of no legal effect.

l. Governing Law. This Agreement and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, relate to, or arise out of this Agreement or its negotiation, execution, or performance (including the rights and obligations of the parties thereunder and any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) will be governed by and enforced in accordance with the Laws of the State of California, including its statutes of limitations, without giving effect to any conflict or choice of law provision that would result in the imposition of another state's Law.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. The exchange of counterparts of this Agreement, signature pages, and all ancillary documents by facsimile or email to all the parties constitutes execution and delivery of this Agreement. The parties authorize each other to detach and combine signature pages and consolidate them into a single document. Any one of the completely executed counterparts will be sufficient proof of this Agreement.

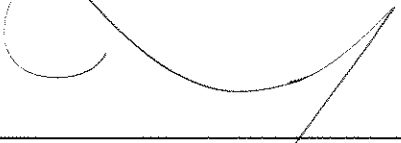
n. Representation of Authority. Each person signing this Agreement on behalf of a party represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants that the execution and delivery of the Agreement and the performance of that party's obligations under the Agreement have been duly authorized and that the Agreement is a valid and legal agreement binding on that party and enforceable according to its terms.

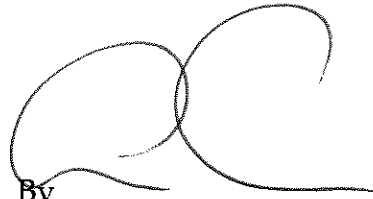
[End of Page – Signatures Follow]

## Execution

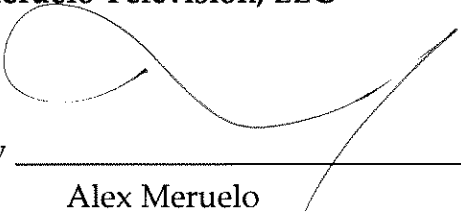
This Agreement is executed and delivered as of the Reference Date.

### **Meruelo Media, LLC**

By   
\_\_\_\_\_  
Alex Meruelo  
Managing Member

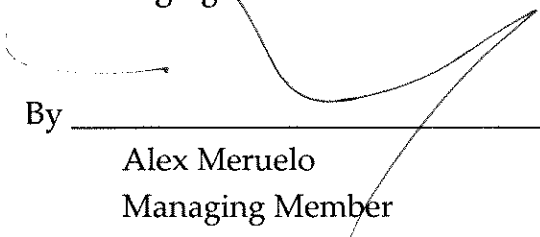
By   
\_\_\_\_\_  
Luis A. Armona  
Managing Member

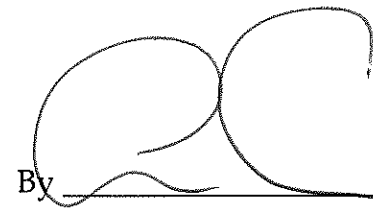
### **Meruelo Television, LLC**

By   
\_\_\_\_\_  
Alex Meruelo  
Manager

### **KPWR Radio, LLC**

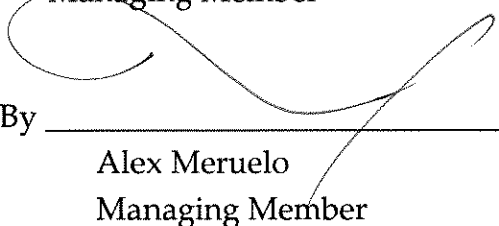
By Meruelo Television, LLC  
Managing Member

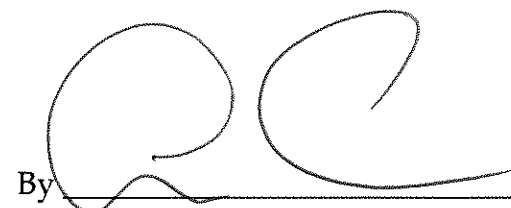
By   
\_\_\_\_\_  
Alex Meruelo  
Managing Member

By   
\_\_\_\_\_  
Luis A. Armona  
Managing Member

### **KPWR Radio Holdings LLC**

By KPWR Radio, LLC  
Managing Member

By   
\_\_\_\_\_  
Alex Meruelo  
Managing Member

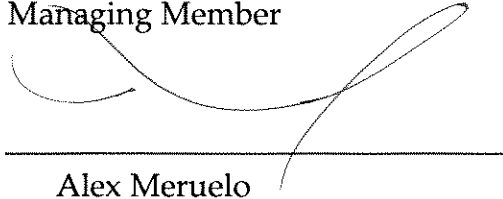
By   
\_\_\_\_\_  
Luis A. Armona  
Managing Member

**KWHY-22 Broadcasting, LLC**

By Meruelo Television, LLC

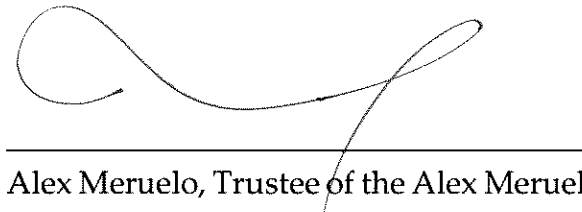
Managing Member

By



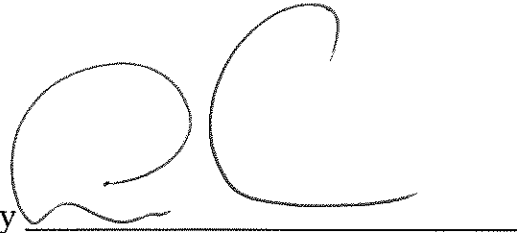
Alex Meruelo

Managing Member



Alex Meruelo, Trustee of the Alex Meruelo Living Trust dated August 6, 1996 and all amendments thereto

By



Luis A. Armona

Managing Member



Luis A. Armona, Co-Trustee of the Luis and Margaret Armona Living Trust dated March 22, 2010 and all amendments thereto

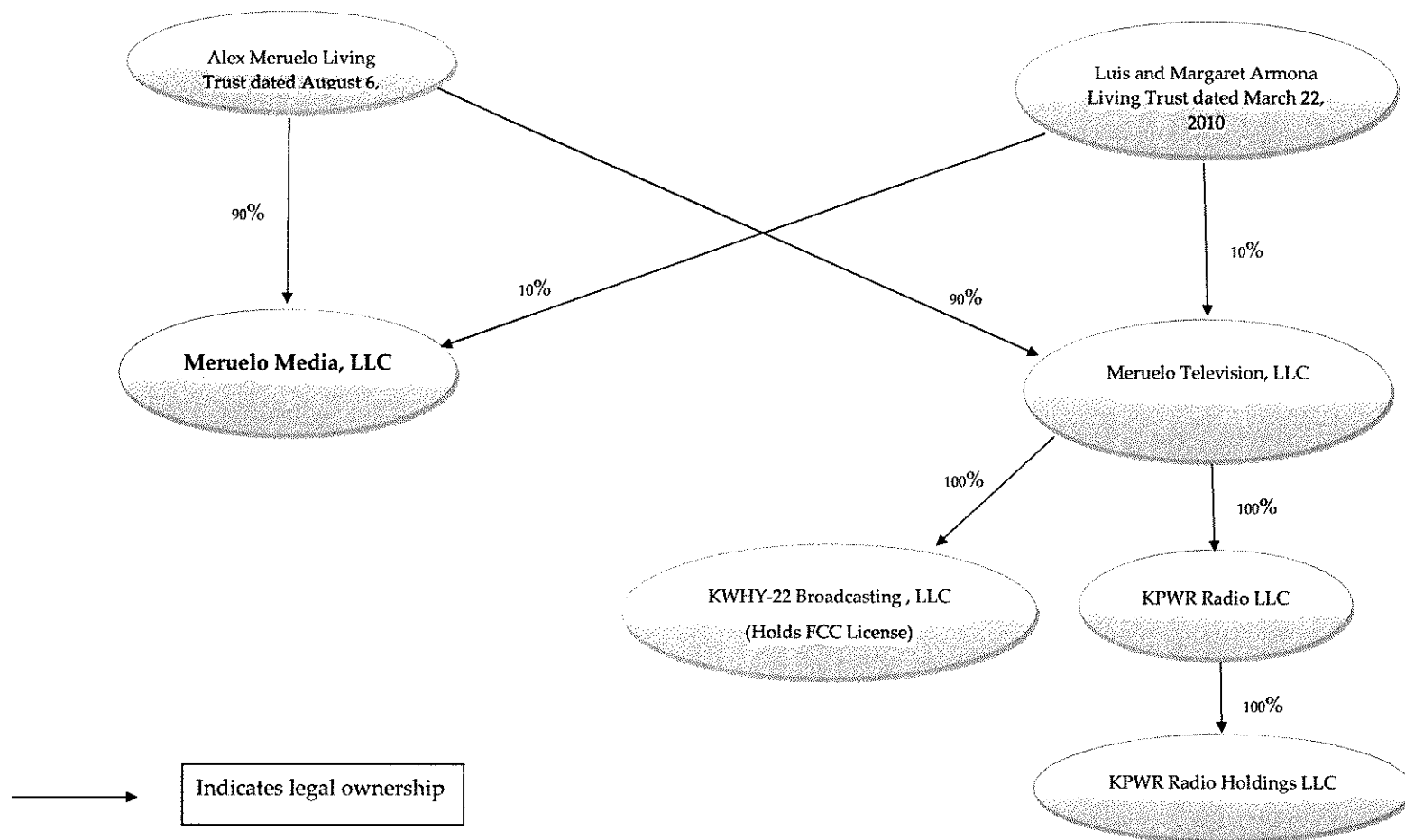


**Schedule 1**

**FCC LICENSE**

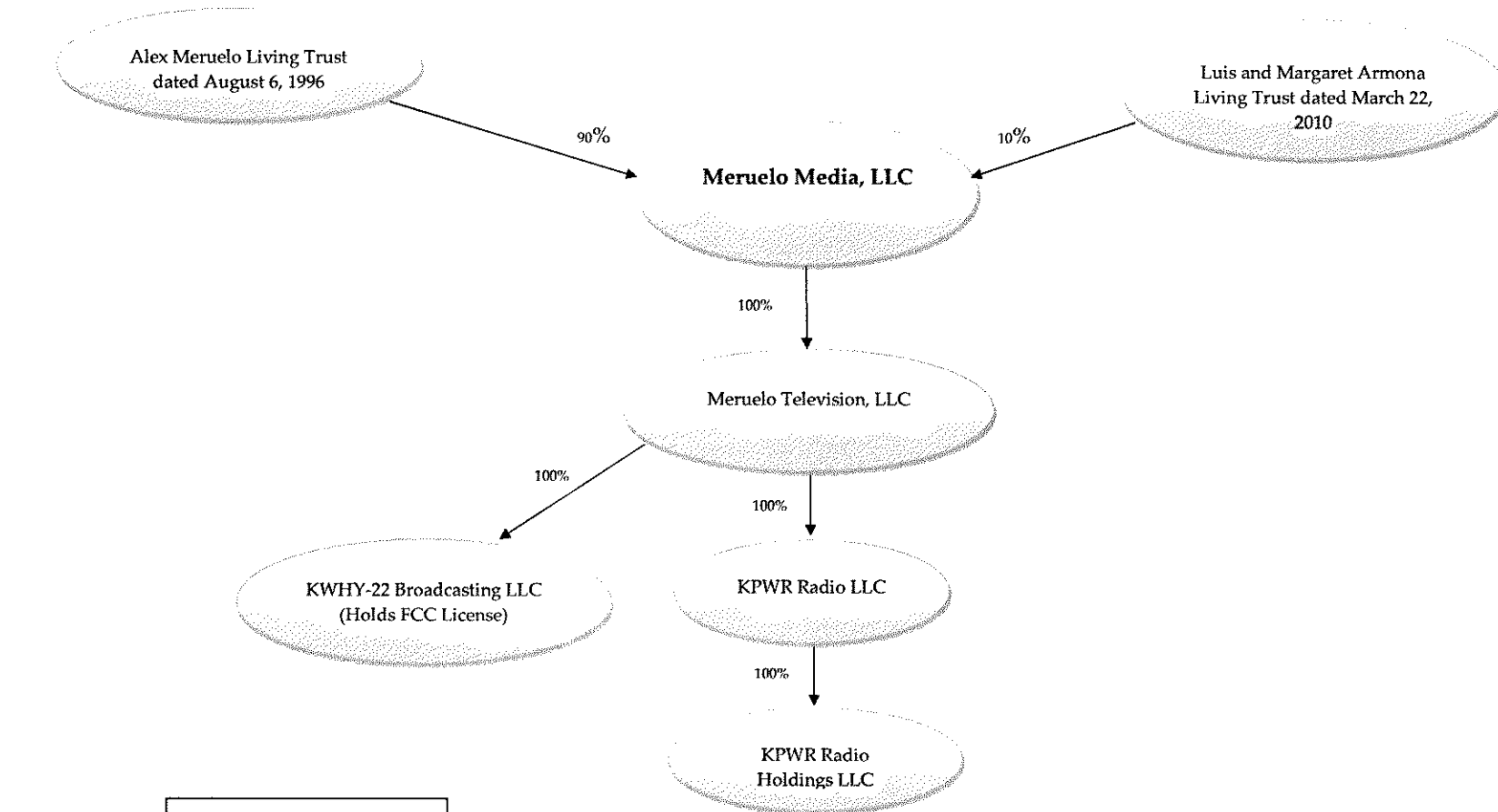
<b>Station Call Letters</b>	<b>Community of License</b>	<b>Facility ID</b>
KPWR	Los Angeles, CA	35498

**Exhibit A**  
**STRUCTURE AS OF REFERENCE DATE**



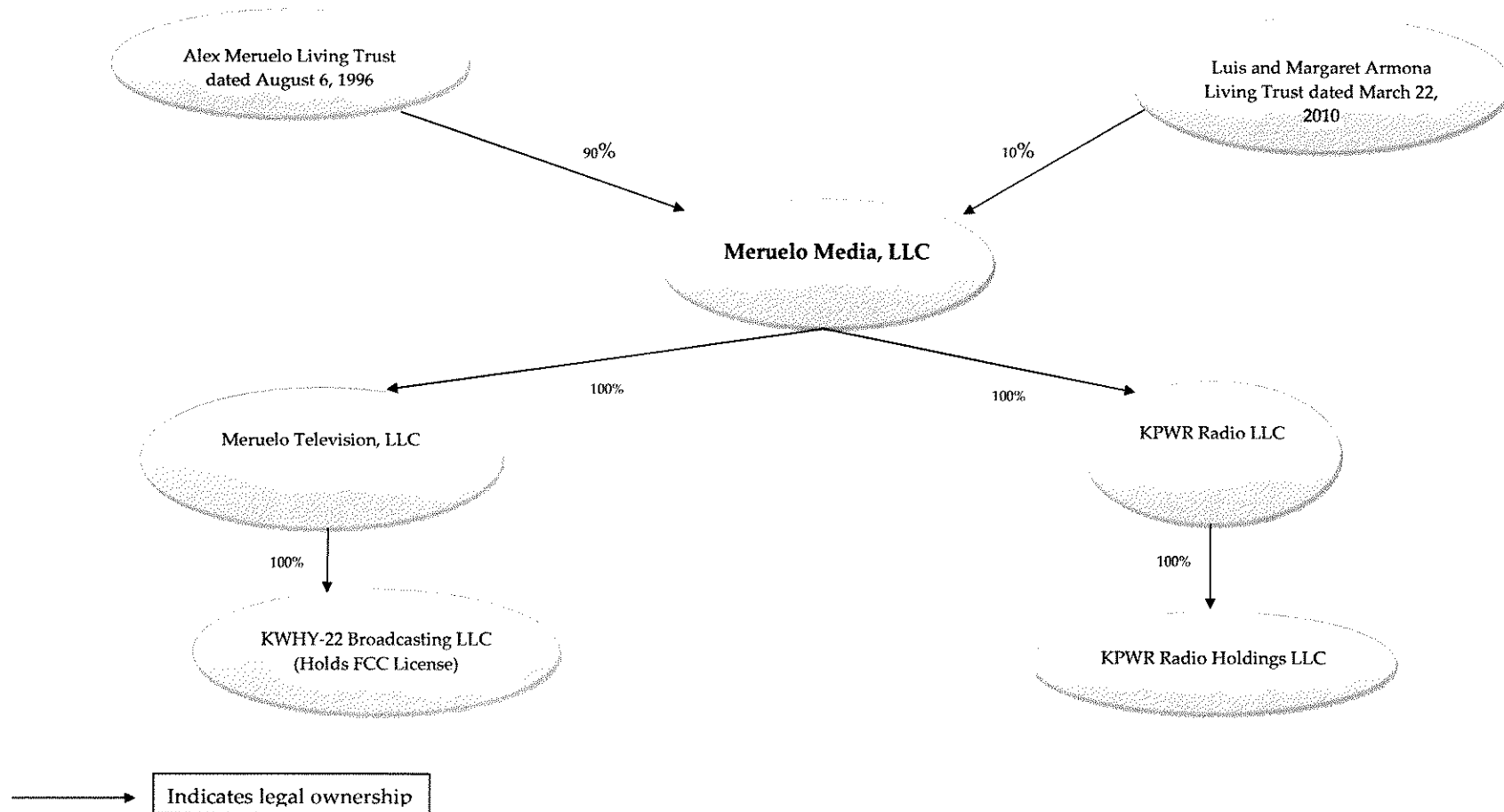
## Exhibit B

### STRUCTURE – POST ASSIGNMENT OF MERUELO TELEVISION, LLC TO MERUELO MEDIA, LLC



## Exhibit C

### STRUCTURE – POST ASSIGNMENT OF KPWR RADIO LLC TO MERUELO MEDIA, LLC



## Exhibit D

### STRUCTURE – POST ASSIGNMENT OF FCC LICENSE TO KPWR RADIO HOLDINGS LLC

