

EXHIBIT G**FORM OF NON-COMPETITION AGREEMENT**

This **NON-COMPETITION AGREEMENT** (this “Agreement”), dated [●], 2021, is made by and among TELEMUNDO OF NEW MEXICO LLC, a Delaware limited liability company (the “Operating Assets Buyer”), TELEMUNDO 2400 MONROE STREET LLC, a Delaware limited liability company (the “Real Property Buyer”), NBC TELEMUNDO LICENSE LLC, a Delaware limited liability company (the “NBC License Buyer,” and together with the Operating Assets Buyer and the Real Property Buyer, the “Buyers”), RAMAR COMMUNICATIONS, INC., a Delaware corporation (“Ramar Communications”), RAMAR COMMUNICATIONS OF NEW MEXICO, LLC, a New Mexico limited liability company (“Ramar of New Mexico,” and together with Ramar Communications, the “Seller”) and MORAN CHILDREN, LP, a Texas limited partnership (the “Real Property Seller,” and together with the Seller, the “Selling Parties” and each a “Selling Party”). The Selling Parties are referred to herein as the “Restricted Parties” and each a “Restricted Party”.

WHEREAS, Buyers and Selling Parties have entered into an Asset Purchase Agreement dated as of July 22, 2021 (as amended, modified or supplemented from time to time in accordance with its terms, the “Purchase Agreement”) pursuant to which the Restricted Parties have agreed to sell to Buyers substantially all of the assets, rights, privileges, interests, business and properties owned or leased and used or held for use by the Restricted Parties in connection with the Stations;

WHEREAS, the execution and delivery of this Agreement by the Restricted Parties is a condition to Buyers’ obligation to purchase substantially all of the assets of the Stations; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement and the provisions of Section 1.2 of the Purchase Agreement shall apply hereto *mutatis mutandis*.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained herein and intending legally to be bound, the parties agree as follows:

ARTICLE 1**NON-COMPETITION COVENANTS**

Section 1.1 Covenant Not to Compete. Each Restricted Party agrees that for the Restricted Period, such Restricted Party will not, directly or indirectly, whether as principal, agent, consultant, stockholder or investor, alone or in association with any Person:

(a) manage, operate, finance, participate in, enter into, engage in, assist or own any interest in, assign or license its name to, or otherwise allow its name to be used by, or be employed by any business or Person that engages in the Restricted Business within the Restricted Area; or

(b) employ or solicit for employment (including as an independent contractor) any employee of Buyers hired pursuant to the Purchase Agreement on or following the Closing Date (each a “**Retained Employee**”) or any other current or future employees of Buyers or their Affiliates whose job responsibilities are related to the Stations (such employees, together with the Retained Employees, the “**Buyer Employees**”); provided, that the Restricted Parties may employ or solicit (i) any Retained Employee who is terminated by Buyers or (ii) any Retained Employee whose employment with Buyers otherwise ceases, provided that in the case of clause (ii), the Restricted Parties may not employ or solicit any such Retained Employee until after the six-month anniversary of the date of such Retained Employee’s

separation from Buyers; provided further that this Section shall not prohibit the Restricted Parties from publishing or sending out a general public advertisement or general solicitation for employment not targeted to the Buyer Employees.

As used herein, the term “**Restricted Period**” means in respect of each Restricted Party, the period from the date of this Agreement until the second (2nd) anniversary from the date of this Agreement.

As used herein, the term “**Restricted Business**” means (i) the Spanish-language or Hispanic related or themed television broadcast media business; or (ii) broadcasting television programming in the Spanish language or that is Hispanic-themed or targeting primarily a Hispanic audience.

As used herein, the term “**Restricted Area**” means the Albuquerque-Santa Fe DMA.

Section 1.2 Public Securities. Notwithstanding anything herein to the contrary, nothing contained in this Agreement shall prevent any Restricted Party from owning up to a five percent (5%) interest in any Person the securities of which are publicly traded.

ARTICLE 2

SPECIFIC PERFORMANCE AND SEVERABILITY

Section 2.1 Reasonableness of Covenants; Specific Performance. Each Restricted Party agrees that its covenants set forth in Article 1 (each a “**Non-Competition Covenant**” and collectively the “**Non-Competition Covenants**”) are appropriate and reasonable when considered in light of the nature and extent of the transactions contemplated by the Purchase Agreement. Without limiting the generality of the foregoing, each Restricted Party specifically agrees that prohibitions on the employment or solicitation for employment (including as an independent contractor) of any Retained Employee, as set forth in Section 1.1(b), are appropriate and reasonable in all respects. Each Restricted Party further agrees that the Non-Competition Covenants are of the essence of this Agreement and the Purchase Agreement; that each such Non-Competition Covenant is reasonable and necessary to protect and preserve the interests and properties of Buyers; that irreparable loss and damage will be suffered by Buyers should any Restricted Party breach any such Non-Competition Covenant; that Buyers will not have any adequate remedy at law if a Restricted Party violates the terms hereof or fails to perform any of its obligations hereunder; that, in addition to other remedies available to it, Buyers shall be entitled to both temporary and permanent injunctions to prevent a breach or contemplated breach by any Restricted Party of any Non-Competition Covenant; and that each Restricted Party hereby waives any requirements for the posting of a bond or any other security by Buyer in connection therewith.

Section 2.2 Severability. Buyers and each Restricted Party agree that each Non-Competition Covenant is separate, distinct and severable not only from any other such covenant but also from the other and remaining provisions of this Agreement and the Purchase Agreement. If any of the provisions of or covenants contained in this Agreement are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any of the provisions of or covenants contained in this Agreement are held to be unenforceable in any jurisdiction because of the duration and/or scope (whether geographic or otherwise) thereof, the parties agree that such provision shall be deemed to be reduced to the maximum duration and/or scope permitted in said jurisdiction, provided, however, that such reduction shall not affect the enforceability of this Agreement in any other jurisdiction.

ARTICLE 3

MISCELLANEOUS

Section 3.1 Amendments; Entire Agreement. This Agreement shall not be amended except by written instrument executed by or on behalf of each of the Restricted Parties and Buyers. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter addressed herein, and there are no understandings (written or oral) or agreements, conditions or qualifications relative to this Agreement that are not fully reflected in this Agreement.

Section 3.2 Successors and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other parties hereto, except that Buyers may transfer or assign their rights hereunder, in whole, or from time to time in part, to one or more of its Affiliates.

Section 3.3 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 3.4 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 3.5 Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitations, provisions concerning the limitations of actions), shall be governed by and construed in accordance with the laws of the State of Delaware regardless of any conflict of law principles, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

Section 3.6 Jurisdiction. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement may be brought in the United States District Court for the District of Delaware or any other Delaware state court sitting in New Castle County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 12.1 of the Purchase Agreement shall be deemed effective service of process of such party.

Section 3.7 Legal Fees; Costs. If any party hereto institutes any action or proceeding to enforce any provision of this Agreement, the prevailing party therein shall be entitled to receive from the losing party reasonable attorneys' fees and costs incurred in such action or proceeding.

Section 3.8 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 3.9 Representations of Selling Parties. Each Selling Party represents and warrants to Buyers as follows: (a) such Selling Party is an entity, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation and has all requisite powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted in all material respects; (b) such Selling Party has all requisite power to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby have been duly authorized by all corporate actions; (c) the execution, delivery and performance by such Selling Party of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate the organizational documents of such Selling Party, (ii) violate any applicable law, rule, regulation, judgment, injunction, order or decree, or require any action by or filing by such Selling Party with any Governmental Authority, (iii) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of such Selling Party or to a loss of any benefit to which such Selling Party is entitled under any provision of any agreement or other instrument binding upon such Selling Party; and (d) this Agreement has been duly executed and delivered by such Selling Party and constitutes a valid and binding obligation of such Selling Party enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors rights generally and general principles of equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed and delivered by their duly authorized partners or officers as of the date first above written.

BUYERS:

TELEMUNDO OF NEW MEXICO LLC

By: _____
Name: _____
Title: _____

TELEMUNDO 2400 MONROE STREET LLC

By: _____
Name: _____
Title: _____

NBC TELEMUNDO LICENSE LLC

By: _____
Name: _____
Title: _____

RESTRICTED PARTIES:

RAMAR COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

RAMAR COMMUNICATIONS OF NEW MEXICO,
LLC

By: _____
Name: _____
Title: _____

MORAN CHILDREN, LP

By: _____
Name: _____
Title: _____