

EXHIBIT J

FORM OF TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made as of [●], 2021, by and among RAMAR COMMUNICATIONS, INC., a Delaware corporation (the “Seller”), and TELEMUNDO OF NEW MEXICO LLC, a Delaware limited liability company (“Operating Assets Buyer”), TELEMUNDO 2400 MONROE STREET LLC, a Delaware limited liability company (“Real Property Buyer”) and NBC TELEMUNDO LICENSE LLC, a Delaware limited liability company (“NBC License Buyer,” and together with Operating Assets Buyer and Real Property Buyer, the “Buyers”). This Agreement shall become effective on the Closing Date, and the Parties (as defined below) hereto shall have no rights or obligations hereunder prior to such time.

RECITALS

A. The Seller and the Buyers are parties to that certain 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”).

B. Pursuant to the Purchase Agreement, the Seller and Buyers agreed that the Seller would provide, or cause to be provided, to the Buyers certain mutually acceptable services on a transitional basis and in accordance with the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, taking the foregoing into account and in consideration of the mutual representations, warranties, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings as in the Purchase Agreement. The following terms used in this Agreement shall have the following meanings or the meanings set forth in the corresponding Sections or subsections of this Agreement:

“Additional Services” shall have the meaning specified in Section 2.03.

“Agreement” shall have the meaning specified in the Preamble.

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), including acts of God, storms, floods, riots, fires, sabotage, pandemics and epidemics, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

“Party” means the Seller and each of the Buyers individually, and “Parties” means the Seller and Buyers collectively, and, in each case, their permitted successors and assigns.

“Purchase Agreement” shall have the meaning specified in the Recitals.

“Representative” of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

“Services” shall have the meaning specified in Section 2.01.

“Telemundo Services Manager” shall have the meaning specified in Section 2.04(b).

“Termination Date” means 11:59 p.m. ET on the date that is 120 days following the date of this Agreement.

“Ramar Services Manager” shall have the meaning specified in Section 2.04(a).

ARTICLE II

SERVICES, DURATION; SERVICES MANAGERS

Section 2.01 Services. Subject to the terms and conditions of this Agreement, the Seller shall provide (or cause to be provided) to the Buyers the services listed in Schedule A attached hereto (the “Services”). Seller shall invoice Buyers on a monthly basis, and the Buyers shall pay the Seller (and in any event, no more than 30 days following receipt of the applicable invoice from Seller) for the fees and expenses for the Service (and any Additional Services) as set forth on Schedule A.

Section 2.02 Duration of Services. Subject to the terms of this Agreement, the Seller shall provide or cause to be provided to Buyers each Service commencing on the Closing Date and continuing until the earliest to occur of, with respect to each such Service, (i) the Termination Date or (ii) the date on which the Parties mutually agree in writing to terminate this Agreement in its entirety.

Section 2.03 Additional Unspecified Services. After the date hereof, if the Buyers identify a service that the Seller provided to the Stations prior to the Closing Date that the Buyers reasonably need in order for the Stations to continue to operate in substantially the same manner in which the Stations operated prior to the Closing Date, and such Service was not included in Schedule A (other than because the Parties expressly agreed such Service would not be provided), then the Buyers and the Seller shall use commercially reasonable efforts to provide such requested services (such additional services, the “Additional Services”). The Buyers shall have thirty (30) days after the date hereof to request the Additional Services. Unless specifically agreed in writing to the contrary, the Parties shall amend Schedule A in writing to include such Additional Services and such Additional Services shall be deemed Services hereunder, and accordingly, the Seller shall provide such Services, or cause such Additional Services to be provided, in accordance with the terms and conditions of this Agreement.

Section 2.04 Transition Services Managers.

(a) The Seller hereby appoints and designates Brad Moran, to act as its initial services manager (the “Ramar Services Manager”), who will be directly responsible for coordinating and managing the delivery of the Services and have authority to act on the Seller’s behalf with respect to matters relating to this Agreement. The Ramar Services Manager will work with the personnel of the Seller to periodically address issues and matters raised by the Buyers relating to this Agreement. Notwithstanding the requirements of Section 5.07, all communications from the Telemundo Parties to the Seller pursuant to this Agreement regarding routine matters involving the Services shall be made through the Ramar Services Manager, or such other individual as specified by the Ramar Services Manager in writing and delivered to the Telemundo Parties by email or facsimile transmission with receipt confirmed. The Seller shall notify the Telemundo Parties of the appointment of a different Ramar Services Manager, if necessary, in accordance with Section 5.07.

(b) The Buyers hereby appoint and designate Matthew Lobdell, to act as their initial services manager (the “Telemundo Services Manager”), who will be directly responsible for coordinating and managing the receipt of Services and have authority to act on their behalf with respect to matters relating to this Agreement. The Telemundo Services Manager will work with the personnel of the Buyers to periodically address issues and matters raised by the Seller relating to this Agreement. Notwithstanding the requirements of Section 5.07, all communications from the Seller to the Buyers pursuant to this Agreement regarding routine matters involving the Services shall be made through the Telemundo Services Manager, or such other individual as specified by the Telemundo Services Manager in writing and delivered to the Seller by email or facsimile transmission with receipt confirmed. The Buyers shall notify the Seller of the appointment of a different Telemundo Services Manager, if necessary, in accordance with Section 5.07.

ARTICLE III **STANDARD FOR SERVICE**

Section 3.01 Standard for Service. Except as otherwise provided in this Agreement or the Purchase Agreement, the Seller agrees to perform the Services such that the nature, quality, standard of care and the service levels at which such Services are performed are not materially less than the nature, quality, standard of care and service levels at which the substantially same services were performed by or on behalf of the Seller prior to the Closing Date. The Buyers shall indemnify, defend and hold harmless the Seller for any and all damages, costs, expenses, losses, causes of action, actions, awards or judgments incurred by the Seller in performing or arising from the Services hereunder (“Damages”), except to the extent such Damages result from the negligence, willful breach, or willful misconduct of the Seller.

Section 3.02 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Legal Requirements applicable to its performance under this Agreement.

ARTICLE IV **TERM AND TERMINATION**

Section 4.01 Term and Termination. This Agreement shall commence immediately upon the Closing Date and shall terminate upon the earliest to occur of: (i) the Termination Date or (ii) the mutual written agreement of the Parties to terminate this Agreement in its entirety.

Section 4.02 Force Majeure. No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure; provided that (i) such Party (or such Person) shall have exercised commercially reasonable efforts to minimize the effect of Force Majeure on its obligations; and (ii) the nature, quality and standard of care that the Seller shall provide in delivering a Service after a Force Majeure shall be substantially the same as the nature, quality and standard of care that the Seller provides to their Affiliates and its other business components with respect to such Service. The affected Party will promptly notify the other Party upon learning of the occurrence of a Force Majeure.

ARTICLE V **GENERAL PROVISIONS**

Section 5.01 No Agency. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute any Party an agent of another unaffiliated Party in the conduct of such other Party’s business.

Section 5.02 Subcontractors. The Seller may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) the Seller shall use the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to the Seller; and (b) the Seller shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the Services provided to the Buyers.

Section 5.03 Treatment of Confidential Information. The Seller acknowledges and agrees that all confidential information obtained from the Buyers in connection with this Agreement shall be subject to the provisions of Section 6.5 of the Purchase Agreement. Buyers acknowledge and agree that all confidential information of Seller obtained in connection with this Agreement is subject to the Confidentiality and Non-Disclosure Agreement dated as of the date hereof, by and between Ramar Communications, Inc. and NBCUniversal Media, LLC, as may be amended and/or extended from time to time.

Section 5.04 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.04.

Section 5.05 Further Assurances. Each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

Section 5.06 Assignment. Neither Party may assign (directly or indirectly, by operation of law or otherwise) this Agreement, or any right, interest or obligation hereunder, without the prior written consent of the other Party hereto. Any assignment in violation of this Section 5.06 shall be void. Subject to the foregoing, the terms of this Agreement shall bind and inure to the benefit of the Parties' respective successors and any permitted assigns.

Section 5.07 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery (with written confirmation of receipt) or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as a Party may request by written notice pursuant to this provision):

if to Buyers, to:

NBCUniversal Owned Television Stations, a division of NBCUniversal
Media, LLC
30 Rockefeller Plaza
New York, NY 10112
Attention: President, NBCUniversal Owned Television Stations

[REDACTED]

with a copy to:

c/o Comcast Corporation
One Comcast Center
1701 John F. Kennedy Blvd.
Philadelphia, PA 19103-2838
Attn: General Counsel

[REDACTED]

if to any Seller, to:

Ramar Communications, Inc.
4606 17th Street
Lubbock, TX 79416
Attn: Brad Moran

[REDACTED]

with a copy to:

Brown Rudnick LLP
601 13th Street, NW
Washington, DC, 20005
Attn: Fred L. Levy, Esq.

[REDACTED]

Section 5.08 Amendments and Waivers. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of such amendment, waiver or consent is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise,

and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of any other right, power or remedy.

Section 5.09 Entire Agreement. This Agreement (including Schedule A) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. No Party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

Section 5.10 Severability. If any court or Governmental Authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no Party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. Upon such determination that any provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify the Agreement so as to effect original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 5.11 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any Person other than the Parties hereto and their successors and permitted assigns. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any of the Seller, the Telemundo Parties or any of their respective Affiliates shall have any liability (whether in law or in equity or in contract or in tort) for any obligations or liabilities of the Seller or the Telemundo Parties arising under, in connection with or related to this Agreement.

Section 5.12 Governing Law; Submission to Jurisdiction; Waivers.

(a) This Agreement shall be governed by and construed in accordance with the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.

(b) 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 or the transactions contemplated hereby may be brought in the United States District Court for the District of Delaware or any other Pennsylvania 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 which 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 which 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 in the manner provided in Section 5.07 shall be deemed effective service of process on such party.

Section 5.13 Dispute Resolution. Any disputes or controversies arising out of this Agreement or the Services to be provided hereunder shall be handled in accordance with the applicable provisions of the Purchase Agreement.

Section 5.14 Neutral Construction. This Agreement shall be deemed to have been jointly and equally drafted by the Seller and the Telemundo Parties, and the provisions hereof should not be construed against a Party on the grounds that the Party drafted or was more responsible for drafting the provision.

Section 5.15 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

Section 5.16 Interpretation. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply (i) Schedule A to this Agreement is hereby incorporated and made a part hereof and is an integral part of this Agreement, as if set forth in full herein. Any capitalized terms used in Schedule A but not otherwise defined therein shall be defined as set forth in this Agreement; (ii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa; and (iii) the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any “Section” are to the corresponding Section of this Agreement unless otherwise specified.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYERS:

TELEMUNDO OF NEW MEXICO LLC

By: _____

Name: _____

Title: _____

TELEMUNDO 2400 MONROE STREET LLC

By: _____

Name: _____

Title: _____

NBC TELEMUNDO LICENSE LLC

By: _____

Name: _____

Title: _____

SELLER:

RAMAR COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

SCHEDULE A

Services

Service	Termination Date	Monthly Fee
<p data-bbox="203 340 596 403"><u>Access to Financial/Accounting Systems and Controller Services:</u></p> <p data-bbox="203 436 596 835">The Seller shall provide Buyers with the services of historical financial information and access to the financial and accounting systems used by the Seller to assist with the transition to Buyer's financial and accounting systems. This also includes accounting services as needed for areas such as Accounts Receivable and Accounts Payable.</p>	<p data-bbox="630 340 997 373">120 days after the Closing Date</p>	<p data-bbox="1042 340 1401 403">\$ per month for 25 hours of Services per month</p>