

EXHIBIT 4

I. Omitted Ancillary Materials

The parties have omitted the following Exhibits and Schedules to their Asset Purchase Agreement when submitting that Agreement with this FCC Assignment Application.

<i>Exhibit B</i>	<i>Post-Closing Escrow Agreement</i>
<i>Exhibit D</i>	<i>Seller's Opinion of Counsel</i>
<i>Exhibit E</i>	<i>Seller's FCC Opinion of Counsel</i>
<i>Schedule 1.1.1</i>	<i>Stations and FCC Licenses</i>
<i>Schedule 1.1.2</i>	<i>Description of Real Property</i>
<i>Schedule 1.1.3</i>	<i>Description of Tangible Personal Property</i>
<i>Schedule 1.1.4</i>	<i>Contracts, Agreements and Leases</i>
<i>Schedule 1.1.5</i>	<i>Intangible Assets</i>
<i>Schedule 1.2.11</i>	<i>Excluded Property</i>
<i>Schedule 6.2</i>	<i>Required Third Party Consents</i>
<i>Schedule 6.5.1</i>	<i>Matters Relating to Real Property</i>
<i>Schedule 6.5.1(a)</i>	<i>Permitted Encumbrances</i>
<i>Schedule 6.7.2</i>	<i>Matters Relating to Station Operations</i>
<i>Schedule 6.8.1</i>	<i>Litigation and Compliance with Laws</i>
<i>Schedule 6.10</i>	<i>No Changes</i>
<i>Schedule 6.11</i>	<i>Liabilities</i>
<i>Schedule 6.13.3</i>	<i>Title to Intangible Assets</i>
<i>Schedule 6.14</i>	<i>Permits, Etc., Under Environmental Laws</i>
<i>Schedule 10.2.10</i>	<i>Exceptions to Title Commitments</i>
<i>Schedule 6.8.2</i>	<i>Insurance Policies</i>
<i>Schedule 6.9.1</i>	<i>Financial Statements</i>
<i>Schedule 6.9.2</i>	<i>Interim Financial Statements</i>
<i>Schedule 6.12.1</i>	<i>Employees</i>

The parties also omitted two ancillary side agreements executed contemporaneously with the Asset Purchase Agreement, which side agreements are described in more detail below.

Pursuant to the requirements set forth in the Commission's August 22, 2002 Public Notice (DA-2049), the parties hereby provide the specific reasons for each omission and the basis for the determination that the omitted documentation is not material to the Commission's consideration of the subject application. At the outset, however, the parties note that core terms of the agreement of the parties with regard to the sale of the Stations are contained in the Asset Purchase Agreement. The ancillary Exhibits, Schedules and side agreements that have been omitted do not alter the core agreements of the parties contained in

the Agreement. As such, these omitted documents are not material to the Commission's processing of the Application.

More specifically, *Exhibits B, D and E* listed above represent unexecuted forms of a post-closing agreement and legal opinion letters that are anticipated to be provided at closing. None of these Exhibits alters the material terms of the Asset Purchase Agreement. Moreover, as unexecuted documents, these forms remain subject to change.

*Schedules 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, and 1.2.11* merely provide further description or itemization of assets to be conveyed or excluded from the Asset Purchase Agreement. The categories of assets to be conveyed are fully described in the Agreement. The schedules simply list or further describe, on an item-by-item basis, various properties that are subject to the general terms contained in the Asset Purchase Agreement.

*Schedules 6.2, 6.5.1, 6.5.1(a), 6.7.2, 6.8.1, 6.10, 6.11, 6.13.3, 6.14, and 10.2.10* merely provide further description or qualification of the Seller's representations and warranties about the character of the Assets to be conveyed at Closing. The general terms of the representations and warranties are contained within the Agreement.

*Schedules 6.8.2, 6.9.1, 6.9.2, and 6.12.1* provide documentation of existing insurance policies, financial statements and employee lists, of the type which the Commission has specifically indicated would not be material to the Commission's processing applications. See August 22, 2002 Public Notice (noting that "[e]xamples of documents that normally would not be material to the Commission's processing of the application are employee benefit plans and lists of vendor supply contracts being assumed by the buyer").

The parties also entered into two ancillary side agreements contemporaneously with the Asset Purchase Agreement: (i) under which Seller undertook to make certain repairs to assets intended to be transferred pursuant to the Asset Purchase Agreement and (ii) under which the Buyer and Seller agreed regarding the treatment of certain employee and promotion expenses to be incurred during the pre-closing period. The terms of these side agreements do not materially impact the core terms of the sale transaction set forth in the Asset Purchase Agreement.

## II. Certification Regarding Non-Compete Agreement

Question 2 of the Sale Contract Evaluation Worksheet (Worksheet #2) contained in the instructions to FCC Form 314 asks whether the geographic scope of any non-competition covenant between the parties extends beyond the service contour of the station(s) to be assigned (Grade B for TV, 1.0 mV/m for AM and FM). The geographic scope of contained in the form of non-competition agreement between the parties (Exhibit C to the Asset Purchase Agreement, which is included with this application) is a 50-mile radius from each Station's transmitter site. While this 50-mile distance, in some cases, may not be identical to the Station's service contour, the distance is a reasonable approximation of the Stations' service areas and, therefore, complies with any Commission policy regarding non-competition agreements.