

**EXHIBIT 4**  
**(Section II, Question 6)**

This application seeks Commission approval for the transfer of control of Station Venture Operations, LP, and all Commission authorizations associated with the stations identified in response to Section II, Question 5, from Outlet Broadcasting, Inc. to NBC Telemundo License Co. Attached is the as-yet unexecuted draft of the agreement between the transferor and the proposed transferee for this transaction (with certain attachments omitted subject to Commission request). The proposed agreement and transaction comply fully with the Commission's rules and policies.<sup>1</sup>

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<sup>1</sup> To the extent the FCC's Public Notice released August 22, 2002, entitled "Media Bureau Announces Interim Filing and Certification Requirements Regarding Submission of Contracts with Assignment/Transfer of Control Applications" (DA 02-2049), applies to Form 316 applications, it should be noted that the CDBS filing system will not permit submission of a Form 316 application for which a "yes" answer is not given for either Question 6(a) or 6(b).

## TRANSFER AGREEMENT

This TRANSFER AGREEMENT (this "Agreement"), dated as of \_\_\_\_\_, 2003, is entered into by and between OUTLET BROADCASTING, INC., a Rhode Island corporation, ("Transferor") and NBC Telemundo License Co., a Delaware corporation, ("Transferee").

WHEREAS, Transferor owns a 0.025% general partnership interest in Station Venture Operations, LP, a Delaware Limited Partnership (the "Partnership Interest") and a 79.64% membership interest in Station Venture Holdings, LLC, a Delaware Limited Liability Company (the "Membership Interest");

WHEREAS, Transferor has agreed to contribute, transfer, assign and convey to Transferee, and Transferee has agreed to assume from Transferor, all of such Transferor's right, title and interest in and to the Partnership Interest and the Membership Interest (collectively, the "Assets");

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Purchased Assets. Subject to the terms of this Agreement, in a series of contemporaneous pro forma transactions, Transferor does hereby contribute, transfer, assign and convey unto Transferee all of such Transferor's right, title and interest in and to the Assets. Transferee hereby accepts the general assignment from Transferor, and assumes and agrees to perform and discharge all obligations which accrue and are to be performed and discharged with respect to the Assets after the date hereof, if, as and when the same become due. The closing of the transfer, assignment, conveyance and delivery provided for in this Agreement shall occur on such date as Transferor and Transferee mutually agree following receipt of consent from the FCC.

2. Representations and Warranties of Transferor. Transferor hereby represents and warrants to Transferee as follows:

(a) Transferor is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. Transferor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Transferor has duly and validly executed and delivered this Agreement. This Agreement constitutes a valid, binding agreement of Transferor enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Except as set forth on Schedule 1 attached hereto, the execution, delivery and performance by Transferor of this Agreement does not and will not (i) constitute or result in a breach of or a default (or an event which, with notice or lapse of time, or both, will constitute a default) under any provision of the certificate of incorporation or bylaws of Transferor or any material agreement, instrument or document to which Transferor is a party or by which it or any of its assets is subject or bound, (ii) violate any material law, rule, regulation or order binding upon Transferor, or (iii) subject to obtaining any necessary consents of or making any necessary filings with the Federal Communications Commission, require the consent of any governmental agency or other third party except for any such consents which have been obtained.

3. Representations and Warranties of Transferee. Transferee hereby represents and warrants to Transferor as follows:

(a) Transferee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Transferor has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Transferee has duly and validly executed and delivered this Agreement. This Agreement constitutes a valid, binding agreement of Transferee enforceable in accordance with its terms, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance by Transferee of this Agreement does not and will not (i) constitute or result in a breach of or a default (or an event which, with notice or lapse of time, or both, will constitute a default) under any provision of the certificate of incorporation or bylaws of Transferee or any material agreement, instrument or document to which Transferee is a party or by which it or any of its assets is subject or bound, (ii) violate any material law, rule, regulation or order binding upon Transferee, or (iii) subject to obtaining any necessary consents of or making any necessary filings with the Federal Communications Commission, require the consent of any governmental agency or other third party except for any such consents which have been obtained.

4. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other; *provided, however*, that Transferee may assign, in its sole discretion, all or any portion of its rights, interests and obligations under this Agreement to any of its direct or indirect subsidiaries, but any such assignment shall not release Transferee from its obligations under this Agreement. Subject to the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

5. Miscellaneous. This Agreement may not be amended except by an instrument in writing signed on behalf of all of the parties hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the word "include", "includes" or "including" is used in this

Agreement, it shall be deemed to be followed by the words “without limitation”. This Agreement, including all of the documents referenced herein, constitutes the entire agreement, and supersedes all prior agreements and understandings, whether written or oral, among the parties with respect to the subject matter hereof. This Agreement is not intended to confer upon any person any rights or remedies, other than the parties hereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[signatures continued on following page]

IN WITNESS WHEREOF, Transferor and Transferee have caused this Asset Purchase Agreement to be executed as of the date first written above.

NBC TELEMUNDO LICENSE CO.  
as Transferee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OUTLET BROADCASTING, INC.  
as Transferor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_