

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

This application seeks Commission approval for the assignment of all Commission authorizations associated with the stations identified in response to Section II, Question 5, to NBC Telemundo License Co. Attached is the as-yet unexecuted draft of the agreement between the assignor and the proposed assignee 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.¹

¹ 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).

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of _____, 2003, is entered into by and between those entities listed on Exhibit A attached hereto (each, an "ASSIGNOR", collectively the "ASSIGNORS"), and NBC Telemundo License Co., a Delaware corporation, as assignee ("ASSIGNEE").

WHEREAS, subject to all necessary consents of the Federal Communications Commission (the "FCC"), each Assignor has agreed to transfer, assign convey and deliver to Assignee, and Assignee has agreed to assume from each Assignor, all of such Assignor's right, title and interest in and to the station licenses, including all broadcast auxiliary licenses, for those stations listed on Exhibit B attached hereto (collectively, the "FCC Authorizations");

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. General Assignment; Acceptance. Subject to the terms of this Agreement, in a series of contemporaneous pro forma transactions each Assignor does hereby transfer, assign, convey and deliver unto Assignee all of such Assignor's right, title and interest in and to the FCC Authorizations and the other valuable assets associated therewith. Assignee hereby accepts the general assignment from each Assignor, and assumes and agrees to perform and discharge all obligations which accrue and are to be performed and discharged with respect to the FCC Authorizations 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 such date as Assignee and each Assignor mutually agree following receipt of consent from the FCC.

2. Representations and Warranties of Each Assignor. Each Assignor hereby represents and warrants to Assignee as follows:

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

(b) Assignor has duly and validly executed and delivered this Agreement. This Agreement constitutes a valid, binding agreement of Assignor 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 Exhibit C attached hereto, the execution, delivery and performance by Assignor 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 Assignor or any material agreement, instrument or document to which Assignor 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 Assignor, 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 Assignee. Assignee hereby represents and warrants to each Assignor as follows:

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

(b) Assignee has duly and validly executed and delivered this Agreement. This Agreement constitutes a valid, binding agreement of Assignee 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 Assignee 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 Assignee or any material agreement, instrument or document to which Assignee 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 Assignee, 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 Assignee 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 Assignee 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, each Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first written above.

NBC TELEMUNDO LICENSE CO.
as Assignee

By: _____
Name: _____
Title: _____

Birmingham Broadcasting (WVTM-TV), LLC
as an Assignor

By: _____
Name: _____
Title: _____

KNTV License, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

National Broadcasting Company, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Subsidiary (WCAU-TV), Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Stations Management, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Subsidiary (KNBC-TV), Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Subsidiary (WMAQ-TV), Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Subsidiary (WRC-TV), Inc.
as an Assignor

By: _____
Name: _____
Title: _____

Outlet Broadcasting, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Fresno, LLC
as an Assignor

By: _____
Name: _____
Title: _____

NBC Subsidiary (NH), Inc.
as an Assignor

By: _____
Name: _____
Title: _____

NBC Telemundo Phoenix, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

WNJU License Corporation
as an Assignor

By: _____
Name: _____
Title: _____

Estrella License Corporation
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Los Angeles License Corporation
as an Assignor

By: _____
Name: _____
Title: _____

Video 44
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Northern California License Corp.
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Texas Partnership, LP
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Florida License Corp.
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Steamboat Springs Colorado License Corp.
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Colorado Springs, Inc.
as an Assignor

By: _____
Name: _____
Title: _____

Telemundo of Puerto Rico
as an Assignor

By: _____
Name: _____
Title: _____

EXHIBIT A

ASSIGNORS

<u>Company</u>	<u>State of Incorporation</u>
1. Birmingham Broadcasting (WVTM-TV), LLC	Delaware
2. KNTV License, Inc.	Delaware
3. National Broadcasting Company, Inc.	Delaware
4. NBC Subsidiary (WCAU-TV), Inc.	Delaware
5. NBC Stations Management, Inc.	Colorado
6. NBC Subsidiary (KNBC-TV), Inc.	Delaware
7. NBC Subsidiary (WMAQ-TV), Inc.	Delaware
8. NBC Subsidiary (WRC-TV), Inc.	Delaware
9. Outlet Broadcasting, Inc.	Rhode Island
10. Station Venture Operations, LP	Delaware
11. Telemundo of Fresno, LLC	Delaware
12. NBC Subsidiary (NH), Inc.	Delaware
13. NBC Telemundo Phoenix, Inc.	Delaware
14. WNJU License Corporation	Delaware
15. Estrella License Corporation	Delaware
16. Telemundo of Los Angeles License Corporation	Delaware
17. Video 44	Illinois
18. Telemundo of Northern California License Corp.	Delaware
19. Telemundo of Texas Partnership, LP	Delaware
20. Telemundo of Florida License Corp.	Delaware
21. Telemundo of Steamboat Springs Colorado License Corp.	Delaware
22. Telemundo of Colorado Springs, Inc.	Delaware
23. Telemundo of Puerto Rico	Puerto Rico

EXHIBIT B

1. Birmingham Broadcasting (WVTM-TV), LLC

WVTM-TV	13	74173	04/01/05	Birmingham, AL	Television Broadcast
WVTM-DT	52	74173	04/01/05	Birmingham, AL	Digital Television Broadcast

2. KNTV License, Inc.

KNTV	11	35280	12/01/06	San Jose, CA	Television Broadcast
KNTV-DT	12	35280	12/01/06	San Jose, CA	Digital Television Broadcast

3. National Broadcasting Company, Inc.

WNBC	4	47535	06/01/07	New York, NY	Television Broadcast
WNBC-DT	28	47535	06/01/07	New York, NY	Digital Television Broadcast

4. NBC Subsidiary (WCAU-TV), Inc.

WCAU	10	63153	08/01/07	Philadelphia, PA	Television Broadcast
WCAU-DT	67	63153	08/01/07	Philadelphia, PA	Digital Television Broadcast

5. NBC Stations Management, Inc.

WTVJ	6	63154	02/01/05	Miami, FL	Television Broadcast
WTVJ-DT	31	63154	02/01/05	Miami, FL	Digital Television Broadcast
W58BU	58	63151	02/01/05	Hallandale, FL	TV Translator

6. NBC Subsidiary (KNBC-TV), Inc.

KNBC	4	47906	12/01/06	Los Angeles, CA	Television Broadcast
KNBC-DT	36	47906	12/01/06	Los Angeles, CA	Digital Television Broadcast

7. NBC Subsidiary (WMAQ-TV), Inc.

WMAQ-TV	5	47905	12/01/05	Chicago, IL	Television Broadcast
WMAQ-DT	29	47905	12/01/05	Chicago, IL	Digital Television Broadcast

8. NBC Subsidiary (WRC-TV), Inc.

WRC-TV	4	47904	10/01/04	Washington, DC	Television Broadcast
WRC-DT	48	47904	10/01/04	Washington, DC	Digital Television Broadcast

9. Outlet Broadcasting, Inc.

WVIT	30	74170	04/01/07	New Britain, CT	Television Broadcast
WVIT-DT	35	74170	04/01/07	New Britain, CT	Digital Television Broadcast
WNCN	17	50782	12/01/04	Goldsboro, NC	Television Broadcast
WNCN-DT	55	50782	12/01/04	Goldsboro, NC	Digital Television Broadcast
WCMH-TV	4	50781	10/01/05	Columbus, OH	Television Broadcast
WCMH-DT	14	50781	10/01/05	Columbus, OH	Digital Television Broadcast
WJAR	10	50780	04/01/07	Providence, RI	Television Broadcast
WJAR-DT	51	50780	04/01/07	Providence, RI	Digital Television Broadcast

10. Station Venture Operations, LP

KXAS-TV	5	49330	08/01/06	Fort Worth, TX	Television Broadcast
KXAS-DT	41	49330	08/01/06	Fort Worth, TX	Digital Television Broadcast
KNSD	39	35277	12/01/06	San Diego, CA	Television Broadcast
KNSD-DT	40	35277	12/01/06	San Diego, CA	Digital Television Broadcast
KNSD-LP	62	35278	12/01/06	La Jolla, CA	TV Translator Low Power

<u>Call Sign</u>	<u>Channel</u>	<u>Facility ID</u>	<u>Expires</u>	<u>Location</u>	<u>Service</u>
11. Telemundo of Fresno, LLC					
KNSO	51	58608	12/01/06	Merced, CA	Television Broadcast
KNSO-DT	38	58608	12/01/06	Merced, CA	Digital Television Broadcast
12. NBC Subsidiary (NH), Inc.					
WNEU	60	51864	04/01/07	Merrimack, NH	Television Broadcast
WNEU-DT	34	51864	04/01/07	Merrimack, NH	Digital Television Broadcast
13. NBC Telemundo Phoenix, Inc.					
KHRR	40	30601	10/01/06	Tucson, AZ	Television Broadcast
KHRR-DT	42	30601	10/01/06	Tucson, AZ	Digital Television Broadcast
KPHZ	11	81458	10/01/06	Holbrook, AZ	Television Broadcast
KPHZ-DT	11	81458	10/01/06	Holbrook, AZ	Digital Television Broadcast
KDRX-CA	48	27272	10/01/06	Phoenix, AZ	Class A Television Station
KPHZ-LP	58	3169	10/01/06	Phoenix, AZ	TV Translator Low Power
14. WNJU License Corporation					
WNJU	47	73333	6/01/07	Linden, NJ	Television Broadcast
WNJU-DT	36	73333	6/01/07	Linden, NJ	Digital Television Broadcast
15. Estrella License Coroporation					
KVEA	52	19783	12/01/06	Corona, CA	Television Broadcast
KVEA-DT	39	19783	12/01/06	Corona, CA	Digital Television Broadcast
K47GD	47	19780	12/01/06	San Luis Obispo, CA	TV Translator Low Power
16. Telemundo of Los Angeles License Corporation					
KWHY-TV	22	26231	12/01/06	Los Angeles, CA	Television Broadcast
KWHY-DT	42	26231	12/01/06	Los Angeles, CA	Digital Television Broadcast
KWHY-LP	22	26229	12/01/06	Santa Barbara, CA	TV Translator Low Power
17. Video 44					
WSNS-TV	44	70119	12/01/05	Chicago, IL	Television Broadcast
WSNS-DT	45	70119	12/01/05	Chicago, IL	Digital Television Broadcast
18. Telemundo of Northern California License Corp.					
KSTS	48	64987	12/01/06	San Jose, CA	Television Broadcast
KSTS-DT	49	64987	12/01/06	San Jose, CA	Digital Television Broadcast
KEJT-LP	48	64974	10/01/06	Salt Lake City, UT	Class A Television Station
K27EI	27	64975	12/01/06	Santa Maria, CA	TV Translator Low Power
K15CU	15	64979	12/01/06	Salinas, CA	Class A Television Station
K52FF	52	64997	10/01/06	Reno, NV	TV Translator Low Power
19. Telemundo of Texas Partnership, LP					
KXTX-TV	39	35994	8/01/06	Dallas, TX	Television Broadcast
KXTX-DT	40	35994	8/01/06	Dallas, TX	Digital Television Broadcast
KTMD	48	64984	8/01/06	Galveston, TX	Television Broadcast
KTMD-DT	47	64984	8/01/06	Galveston, TX	Digital Television Broadcast
KVDA	60	64969	8/01/06	San Antonio, TX	Television Broadcast
KVDA-DT	38	64969	8/01/06	San Antonio, TX	Digital Television Broadcast
20. Telemundo of Florida License Corp.					
WSCV	51	64971	2/01/05	Fort Lauderdale, FL	Television Broadcast
WSCV-DT	52	64971	2/01/05	Fort Lauderdale, FL	Digital Television Broadcast

<u>Call Sign</u>	<u>Channel</u>	<u>Facility ID</u>	<u>Expires</u>	<u>Location</u>	<u>Service</u>
21. Telemundo of Steamboat Springs Colorado License Corp.					
KMAS-TV	24	20373	4/01/06	Steamboat Springs, CO	Television Broadcast
KMAS-DT	10	20373	4/01/06	Steamboat Springs, CO	Digital Television Broadcast
K34FB	34	15772	4/01/06	Pueblo, CO	TV Translator Low Power
KSBS-LP	67	67532	4/01/06	Denver, CO	Class A Television Station
KMAS-LP	63	67545	4/01/06	Denver, CO	TV Translator Low Power
22. Telemundo of Colorado Springs, Inc.					
K49CJ	49	64981	4/01/06	Colorado Springs, CO	TV Translator
23. Telemundo of Puerto Rico					
WKAQ-TV	2	64983	2/01/05	San Juan, PR	Television Broadcast
WKAQ-DT	28	64983	2/01/05	San Juan, PR	Digital Television Broadcast
W09AT	9	64973	2/01/05	Fajardo, PR	TV Translator
W32AJ	32	64976	2/01/05	Utuado, PR	TV Translator
W68BU	68	64991	2/01/05	Adjuntas, PR	TV Translator