

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of November 2, 2001 among the company or companies designated as Seller on the signature page hereto (collectively, "Seller"), the company or companies designated as Buyer on the signature page hereto (collectively, "Buyer") and the companies designated as Programmer and Guarantor on the signature page hereto.

Recitals

A. Seller owns television broadcast station KTTU-TV, Tucson, Arizona (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

B. Subject to the terms and conditions set forth herein, Buyer desires to acquire the Station Assets (defined below).

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

1.1. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), effective as of the Effective Time (as defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets, properties, interests and rights of Seller of whatsoever kind and nature, real and personal, tangible and intangible, wherever located, which are used or held for use solely in the operation of the Station, but excluding the Excluded Assets as hereafter defined (the "Station Assets"), including without limitation the following:

(a) all licenses, permits and other authorizations which are issued to Seller by the FCC with respect to the Station (the "FCC Licenses"), including those described on Schedule 1.1(a), including any renewals or modifications thereof between the date hereof and the Effective Time, and including the right to use the Station's call letters;

(b) all of Seller's equipment, electrical devices, antennae, cables, fixtures, office materials and supplies, hardware, tools, spare parts and other tangible personal property which are used or held for use solely in the operation of the Station, including without limitation those listed on Schedule 1.1(b), except any retirements or dispositions thereof made between the date hereof and the Effective Time in the ordinary course of business and consistent with past practices of Seller (the "Tangible Personal Property");

(c) the contracts, agreements, and leases listed on Schedule 1.1(c) (the "Station Contracts"); provided, however, that, prior to Closing, Buyer may, by written notice to

Seller, designate as an Excluded Asset, any Station Contract made with an entity controlling, controlled by, or under common control with, Seller; and

(d) all files, documents and records (or copies thereof) relating solely to the operation of the Station, including the Station's local public files, but excluding records relating to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens") except for (i) Assumed Obligations (defined in Section 1.3), and real property exceptions that do not materially impair use in the ordinary course of business (collectively, "Permitted Liens"). Buyer acknowledges that the Station is subject to a Time Brokerage Agreement, and that Seller does not own all assets used or held for use in the operation of the Station.

1.2. Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets along with all rights, title and interest therein (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments;

(b) all property of Seller disposed of or consumed in the ordinary course of business of Seller between the date of this Agreement and the Effective Time;

(c) all Station Contracts that are terminated or expire prior to the Effective Time in the ordinary course of business of Seller or that Buyer designates as an Excluded Asset pursuant to Section 1.1(c) hereof;

(d) that certain Digital Bitstream Agreement by and between Seller and Clear Channel Wireless, Inc.;

(e) Seller's corporate name, corporate minute books, charter documents, corporate stock record books and such other books and records as pertain to the organization, existence or share capitalization of Seller, duplicate copies of the records of the Station, and all records not relating to the operation of the Station;

(f) contracts of insurance, and all insurance proceeds or claims made thereunder;

(g) all pension, profit sharing or cash or deferred (Section 401(k)) plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Seller; and

(h) all assets, property, interests and rights of Seller used or held for use (in whole or in part) in any other station of Seller.

1.3. Assumption of Obligations. Effective as of the Effective Time, Buyer shall assume the obligations of Seller (the “Assumed Obligations”) arising after the Effective Time under the Station Contracts. Buyer does not assume or agree to discharge or perform, and will not be deemed by reason of the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, to have assumed or to have agreed to discharge or perform, any liabilities of Seller, including without limitation, any liability, obligation or commitment of Seller arising from the business or operation of the Station before the Effective Time, other than the Assumed Obligations.

1.4. Purchase Price. In consideration for the sale of the Station Assets to Buyer, Buyer shall at Closing (defined below) pay Seller by wire transfer of immediately available funds, the sum of Eighteen Million Dollars (\$18,000,000), subject to adjustment pursuant to Section 1.5 (the “Purchase Price”).

1.5. Prorations and Adjustments. Subject to the TBA (defined below), all deposits, reserves and prepaid and deferred income and expenses relating to the Station Assets or the Assumed Obligations and arising from the conduct of the business and operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:01 a.m., Tucson, Arizona time, on the Closing Date (the “Effective Time”). Subject to the TBA, such prorations shall include, without limitation, all business and license fees (including without limitation all FCC annual regulatory fees), personal property taxes, music and other license fees (including any retroactive adjustments thereof), utility expenses, amounts due or to become due under Station Contracts, rents, lease payments and similar prepaid and deferred items. Except as otherwise provided herein, the prorations and adjustments contemplated by this Section 1.5, to the extent practicable, shall be made on the Closing Date. As to those prorations and adjustments not capable of being ascertained on the Closing Date, an adjustment and proration shall be made within ninety (90) calendar days of the Closing Date. In the event of any disputes between the parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at the time provided in herein and such disputes shall be determined by an independent certified public accountant mutually acceptable to the parties, and the fees and expenses of such accountant shall be paid one-half by Seller and one-half by Buyer.

1.6. Allocation. The parties shall allocate the Purchase Price among the Station Assets in a manner complying with Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). The allocation shall be determined by mutual agreement of the parties as soon as practicable, but in any event within 30 days after the Closing Date. The parties hereby agree that the allocation shall be conclusive and binding on each of them for purposes of federal and, where applicable, state and local tax returns and that they will not voluntarily take any position inconsistent therewith. In connection therewith, the parties shall prepare and file all applicable forms with the Internal Revenue Service and any other governmental authority, and if requested, provide each other copies thereof.

1.7. Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the “Closing”) shall take place at a mutually agreeable date and time within ten business days after the date of the FCC Consent (defined below) pursuant to the FCC’s initial order, subject to the satisfaction or waiver of the conditions required to be satisfied

or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8. FCC Application. Buyer and Seller have filed or caused to be filed an application with the FCC requesting the FCC's written consent to the assignment of the FCC Licenses from Seller to Buyer pursuant to this Agreement. Seller and Buyer shall diligently take all steps that are necessary, proper or desirable to expedite the prosecution of such application to a favorable conclusion. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application, shall furnish all information required by the FCC, and shall be represented at all meetings or hearings scheduled to consider such applications. The written consent of the FCC (or its staff pursuant to delegated authority) to the assignment of the FCC Licenses contemplated hereby is referred to herein as the "FCC Consent."

1.9 TBA. KMSB-TV, Inc. (formerly known as Mountain States Broadcasting, Inc.), an affiliate of Buyer ("Programmer"), and Clear Channel Broadcasting, Inc. (as successor to Clear Channel Television, Inc.) ("CCB") are parties to a Time Brokerage Agreement (the "TBA") dated October 7, 1991, as modified by the letter agreement dated September 19, 2001, and a Main Studio Lease Agreement (the "Lease") dated October 7, 1991, both with respect to the Station, and both of which are terminable by either party upon twenty days written notice. If Closing occurs prior to such termination, then upon Closing the TBA and the Lease shall terminate automatically and without need for further action by any party. If Closing does not occur prior to such termination, then Seller may terminate this Agreement at any time after such TBA and Lease termination. Any payment or reimbursement obligation under the TBA for any period prior to expiration or termination thereof shall survive any such expiration or termination. The provisions of this Section 1.9 shall survive any termination of this Agreement.

ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller makes the following representations and warranties to Buyer:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Seller has the requisite corporate power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary corporate action of Seller and do not require any further corporate authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when executed and delivered by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable against Seller in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except

as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. Neither the execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements or the consummation by Seller of any of the transactions contemplated hereby or thereby nor compliance by Seller with or fulfillment by Seller of the terms, conditions and provisions hereof or thereof will conflict with, or result in any violation of, any organizational documents of Seller or any law, judgment, order, or decree to which Seller or the Station Assets are subject, or except as set forth on Schedule 1.1(c), conflict with or result in a violation of, or constitute a default (or an event or condition which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or cause the acceleration of the maturity of, any liability or obligation pursuant to, or result in the creation or imposition of any Lien under any Station Contract, or except as set forth on Schedule 1.1(c), require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

2.4. FCC Licenses. Seller is the holder of the FCC Licenses described on Schedule 1.1(a). The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). Seller is not in breach of or default under any provision of the FCC Licenses in any material respect.

2.5. Personal Property. Schedule 1.1(b) contains a list of all material items of Tangible Personal Property included in the Station Assets. Seller has title to the Tangible Personal Property free and clear of Liens other than Permitted Liens.

2.6. Contracts. To Seller's knowledge, the Station Contracts listed on Schedule 1.1(c) are in effect and binding the parties thereto enforceable in accordance with their terms (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Neither Seller nor, to Seller's knowledge, any other party to any Station Contract is in breach or default thereof.

2.7. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

2.8. Compliance with Law; Litigation. Seller has complied in all material respects with all laws, rules and regulations, and all court and governmental orders, that are applicable to it in respect of the Station. There is no action or proceeding by or before any court or government authority against Seller in respect of the Station that will subject Buyer to liability or which seeks to enjoin the transactions contemplated by this Agreement.

ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1. Organization and Standing. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in each jurisdiction in which the Station Assets are located. Buyer has the requisite corporate power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the “Buyer Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary corporate action of Buyer and do not require any further corporate authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable against Buyer in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. Neither the execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements or the consummation by Buyer of any of the transactions contemplated hereby or thereby nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof will conflict with, or will result in any violation of, any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

3.4. Qualification. Subject to Schedule 3.4, (i) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended (the “Communications Act”) and the rules, regulations and policies of the FCC, (ii) to Buyer’s knowledge, there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station, and (iii) to Buyer’s knowledge, no waiver of any FCC rule or policy is necessary for the FCC Consent to be obtained.

3.5. No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer’s behalf.

3.6 Compliance with Law; Litigation. Buyer has complied in all material respects with all laws, rules and regulations, and all court and governmental orders that are applicable to it in respect of the Station. There is no action or proceeding by or before any court or governmental authority against Buyer in respect of the Station that will subject Seller to liability or which seeks to enjoin the transactions contemplated by this Agreement.

ARTICLE 4: COVENANTS

Buyer and Seller hereby covenant and agree that between the date hereof and Closing:

4.1. Confidentiality.

(a) Subject to the requirements of applicable law, Buyer and Seller shall each keep confidential all information obtained by it with respect to the other party hereto in connection with this Agreement and the negotiations preceding this Agreement (“Confidential Information”); provided that, the parties hereto may furnish such Confidential Information to its employees, agents and representatives who need to know such Confidential Information (including its financial and legal advisers, its banks and other lenders) (collectively, “Representatives”); provided however, the receiving party shall be responsible for all actions or omissions of such Representatives with regard to Representatives’ breach of this Section 4.1. Each party hereto shall, and shall cause each of such party’s Representatives to, use the Confidential Information solely in connection with the transactions contemplated by this Agreement, and not for any competitive purpose or advantage detrimental to the other party hereto or any of its affiliates. If the transactions contemplated hereby are not consummated for any reason, each party shall (i) return to such other party hereto, without retaining a copy thereof, any schedules, documents or other written information (and any derivative work product) obtained from such other party in connection with this Agreement and the transactions contemplated hereby, and (ii) provide, upon request, a written confirmation that all Confidential Information (and derivative work product) has been returned to the other party, and that the Confidential Information was used solely in connection with the transactions contemplated by this Agreement.

(b) Notwithstanding anything to the contrary in this Agreement, no party shall be required to keep confidential or return any Confidential Information which: (a) is known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing party; (b) is or becomes publicly known through no fault of the receiving party or its agents; (c) is required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the disclosing party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (d) is developed by the receiving party independently of the disclosure by the disclosing party. Notwithstanding anything to the contrary in this Agreement, Buyer and Seller and their respective affiliates may, in accordance with their respective legal obligations (including but not limited to filings permitted or required by the applicable securities laws or any securities market) make such filings and public statements and announcements as necessary or appropriate in connection with this Agreement and the transactions contemplated hereby.

4.2. Cooperation. Subject to express limitations contained elsewhere herein, each party (i) shall cooperate fully with one another in taking any reasonable actions (including without limitation, reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (ii) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

4.3. Control of Station. Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Effective Time. Consistent with FCC rules, control, supervision and direction of all Station operations prior to the Effective Time shall remain the responsibility of Seller as the holder of the FCC Licenses.

4.4. Consents to Assignment. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Station Contract (which shall not require any payment to any such third party). To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Seller and assumption by Buyer as of the Effective Time of Seller's rights and obligations under the applicable Station Contract, with Seller making available to Buyer the benefits thereof arising after the Effective Time and Buyer performing the obligations thereunder arising after the Effective Time on Seller's behalf.

ARTICLE 5: SELLER CLOSING CONDITIONS

The obligations of Seller hereunder are subject to satisfaction, at or prior to Closing, of each of the following conditions:

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 6: BUYER CLOSING CONDITIONS

The obligations of Buyer hereunder are, subject to satisfaction, at or prior to Closing, of each of the following conditions:

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

ARTICLE 7: CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Station Assets to Buyer, free and clear of Liens, except for Permitted Liens.

7.2. Buyer Documents. At Closing, Buyer shall deliver such documents and instruments of assumption as may be necessary to assume the Assumed Obligations, and the Purchase Price in accordance with Section 1.4 hereof.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1. Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or performs the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (c) by written notice of Seller to Buyer if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);
- (d) by written notice of Buyer to Seller, or by Seller to Buyer, if Closing has not been consummated by January 16, 2002; or
- (e) by Seller as provided in Section 1.9.

The Cure Period shall not apply to any termination other than one pursuant to clause (ii) of Section 8.1(b) or clause (ii) of Section 8.1(c). The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

8.2. Remedies. The parties recognize that if either party refuses to consummate the Closing pursuant to the provisions of this Agreement or either party otherwise breaches or defaults such that the Closing has not occurred ("Breaching Party"), monetary damages alone will not be adequate to compensate the non-breaching party ("Non-Breaching Party") for its

injury. Such Non-Breaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in lieu of, and not in addition to, any other remedies, including but not limited to monetary damages, that may be available to it. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at law. In the event of a default by the Breaching Party which results in the filing of a lawsuit for damages, specific performance, or other remedy, the Non-Breaching Party shall be entitled to reimbursement by the Breaching Party of reasonable legal fees and expenses incurred by the Non-Breaching Party, provided that the Non-Breaching Party is successful in such lawsuit.

8.3. Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

8.4. Further Assurances. After Closing, Seller shall from time to time, at the request of and without further cost or expense to Buyer, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to vest in Buyer good title to the Station Assets, and Buyer shall from time to time, at the request of and without further cost or expense to Seller, execute and deliver such other instruments and take such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by Buyer hereunder.

ARTICLE 9: GENERAL PROVISIONS

9.1. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, except as set forth in Section 9.10. With respect to any permitted assignment, the assigning party shall not be relieved of any obligations or liability under this Agreement, and the parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.2. Amendments. No amendment, waiver of compliance with any provision or condition 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 any waiver, amendment, change, extension or discharge is sought.

9.3. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

9.4. Governing Law. The construction, performance and enforceability of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof.

9.5. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed

to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller: Clear Channel Broadcasting, Inc.
200 East Basse Road
San Antonio, Texas 78209
Attention: President
Facsimile: (210) 822-2299
Attention: General Counsel
Facsimile: (210) 832-3428

if to Buyer, Programmer
or Guarantor: Belo Corp.
400 South Record Street
Dallas, Texas 75202
Attention: Executive VP/Media Operations
Facsimile: (214) 977-2303
Attention: General Counsel
Facsimile: (214) 977-2013

9.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

9.7. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

9.8. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, 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.

9.9. Entire Agreement. This Agreement is made pursuant to the letter agreement dated January 16, 2001 between Buyer and Seller, and embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

9.10. Qualified Intermediary. Each of Seller and Buyer may assign its respective rights under this Agreement (in whole or in part) to a qualified intermediary (as defined in Treasury regulation section 1.1031(k)-1(g)(4)) or similar entity or arrangement (the "Qualified Intermediary") in connection with a like-kind exchange under Section 1031 of the Internal Revenue Code (and any such assignment may include a reassignment of rights to the assigning

party). Upon any such assignment, the assigning party shall promptly give written notice thereof to the other party, and the other party shall provide the assigning party with written acknowledgment of such notice. If Seller is the assigning party, Buyer shall pay the Purchase Price (or any portion thereof designated by the Qualified Intermediary) to or on behalf of the Qualified Intermediary (which payment shall, to the extent thereof, satisfy the obligations of Buyer to make such payment hereunder). No assignment by either party to a Qualified Intermediary will relieve the assigning party of any obligation or liability under this Agreement. Except for the obligations set forth in this Section, neither party shall have any liability or obligation in connection with any such like-kind exchange of the other party. Such like-kind exchange shall not delay the Closing beyond the date it would otherwise occur without such exchange.

9.11 Guaranty. Belo Corp. (“Guarantor”) owns 100% of the issued and outstanding shares of capital stock of Buyer. Guarantor hereby guarantees to Seller the timely payment and performance in full of all of Buyer’s obligations under this Agreement, subject to the terms and conditions of this Agreement. Guarantor’s obligations hereunder are primary and direct and not conditioned or contingent upon pursuit of any remedies against Buyer, and shall not be limited or affected by any circumstance that might otherwise limit or affect the obligations of a surety or guarantor, other than the provisions of this Agreement suspending, exercising or terminating any duties, liabilities or obligations of Buyer under this Agreement, all of which are hereby waived by Guarantor to the fullest extent permitted by law.

[SIGNATURE PAGE FOLLOWS]

1057997

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: CLEAR CHANNEL BROADCASTING, INC.
CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: Juliana F. Hill
Name: **Juliana Hill**
Title: **Senior Vice President - Finance**

BUYER: KTTU-TV, INC.

By: _____
Name:
Title:

PROGRAMMER (for purposes of Section 1.9): KMSB-TV, INC.

By: _____
Name:
Title:

GUARANTOR (for purposes of Section 9.11): BELO CORP.

By: _____
Name:
Title:

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER: CLEAR CHANNEL BROADCASTING, INC.
CLEAR CHANNEL BROADCASTING LICENSES, INC.

By: _____
Name:
Title:

BUYER: KTTU-TV, INC.

By: Brenda C. Maddox
Name: Brenda Maddox
Title: Treasurer/Assistant Secretary

PROGRAMMER (for purposes of Section 1.9): KMSB-TV, INC.

By: Brenda C. Maddox
Name: Brenda Maddox
Title: Treasurer/Assistant Secretary

GUARANTOR (for purposes of Section 9.11): BELO CORP.

By: Brenda C. Maddox
Name: Brenda Maddox
Title: Vice President/Treasurer

Schedule 1.1(a)

FCC Licenses

STATION: KTTU-TV, Tucson, Arizona (Facility ID# 11908)

LICENSEE: Clear Channel Broadcasting Licenses, Inc.

<u>License</u>	<u>Expiration Date</u>
Main Station License	October 1, 2006
KPF950 (Remote Pickup)	October 1, 2006
KB55345 (TV Pickup)	October 1, 2006
WHY834 (TV Intercity Relay)	October 1, 2006
WHY699 (TV STL)	October 1, 2006