

QUITCLAIM DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

QUITCLAIM DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated effective as of the 1st day of January, 2001 (this "Agreement") by and between **Viacom Inc.**, a Delaware corporation ("Parent) and **CBS Dallas Media, Inc.** a Delaware corporation ("Subsidiary").

WHEREAS Parent desires to restructure the ownership of assets, business operations, real property, tangible property, intangible property and FCC license of television station KEYE-TV (Austin, Texas) (the "Station"); and

WHEREAS Parent desires to contribute to Subsidiary all of the right, title and interest in and to those assets, liabilities, obligations and businesses used or held for use by Parent in connection with the Station; and

WHEREAS, any registered trademarks associated with the Station are transferred by a separate conveyance; and

WHEREAS, any real property associated with the Station to the extent not transferred by a separate conveyance shall be transferred with this Agreement

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

Parent hereby contributes, conveys and quitclaims to Subsidiary all of the assets used or held for use by Parent of the Station, including, but not limited to accounts receivable, inventory, property and equipment; and

Subsidiary hereby agrees to assume all of Parent's liabilities and obligations used or held for use by Parent associated with the Station, including but not limited to trade accounts payable, commitments to third parties, royalties, subscription liabilities, and

Subsidiary hereby further agrees to perform all of Parent's obligations and discharge all of Parent's liabilities with respect to the Station.

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware.

This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective officer thereunto duly authorized effective as of the date first written above.

VIACOM INC.

By: _____
Name: Michael D. Fricklas, Executive Vice President

AGREED AND ASSUMED
CBS DALLAS MEDIA, INC.

By: _____
Name: Martin P. Messinger, Vice President

QUITCLAIM DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

QUITCLAIM DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this 1st day of January, 2001 (this "Agreement") by and between **CBS Dallas Media, Inc.** a Delaware corporation ("Partner") and **KTVT Broadcasting Company, L.P.**, a Texas limited partnership ("Partnership").

WHEREAS Partner desires to restructure the ownership of assets, business operations, real property, tangible property, intangible property and FCC licenses of television station KEYE-TV (Austin, Texas) (the "Station"); and

WHEREAS Partner desires to contribute to Partnership all of the right, title and interest in and to those assets, liabilities, obligations and businesses used or held for use by Partner in connection with the Station; and

WHEREAS, any registered trademarks associated with the Station are transferred by a separate conveyance; and

WHEREAS, any real property associated with the Station to the extent not transferred by a separate conveyance shall be transferred with this Agreement

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

Partner hereby contributes, conveys and quitclaims to Partnership all of the assets used or held for use by Partner of the Station, including, but not limited to accounts receivable, inventory, property and equipment; and

Partnership hereby agrees to assume all of Partner's liabilities and obligations used or held for use by Partner associated with the Station, including but not limited to trade accounts payable, commitments to third parties, royalties, subscription liabilities, and

Partnership hereby further agrees to perform all of Partner's obligations and discharge all of Partner's liabilities with respect to the Station.

This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware.

This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its respective officer thereunto duly authorized effective as of the date first written above.

CBS DALLAS MEDIA, INC.

By: _____
Name: Michael D. Fricklas, Executive Vice President

AGREED AND ASSUMED
KTVT BROADCASTING COMPANY, L.P.

By: _____
Name: Martin P. Messinger, Vice President of
CBS Dallas Ventures, Inc., General Partner