

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT (this "Agreement"), dated as of _____, 2010 between SCTV, INC., a Delaware corporation (the "Company"), and AZTECA INTERNATIONAL CORPORATION, a Delaware corporation (the "Purchaser").

WHEREAS, Purchaser is a party to that certain Option Agreement ("PTSC Option"), dated as of December 27, 2007, between Purchaser, Pappas Telecasting Companies, Harry J. Pappas ("Pappas"), LeBon G. Abercrombie ("Abercrombie") and Dennis J. Davis ("Davis"), pursuant to which Purchaser has exercised its option to acquire 100% of the interests in Pappas Telecasting of Southern California LLC (the "Interests");

WHEREAS, Purchaser has entered into an Option Exercise Agreement ("Davis Exercise Agreement") with Davis pursuant to which Purchaser agreed to cause the Company to issue to Davis 80 shares of the Company's common stock, par value \$.001 per share ("Common Stock"), in exchange for Davis' portion of the Interests ("Davis Interests"); and

WHEREAS, Purchaser has entered into an Option Exercise Agreement ("Abercrombie Exercise Agreement") with Abercrombie pursuant to which Purchaser agreed to cause the Company to issue its promissory note in exchange for Abercrombie's portion of the Interests ("Abercrombie Interests").

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Sale and Purchase. Purchaser hereby (a) assigns and contributes to the Company, Interests acquired from Pappas pursuant to the PTSC Option representing 91.12% of the Interests, (b) assigns and contributes to the Company, its rights to the Davis Interests, which Interests, together with the other Interests, shall serve as collateral ("Collateral") for certain payments to Davis and (c) assigns and contributes to the Company, its rights to acquire the Abercrombie Interests, subject to its obligation to cause the Company to issue its promissory note in the principal amount of \$5,500,000 in the form annexed hereto ("Note"), which shall be secured by the Collateral and guaranteed by Purchaser. In addition, the Company agrees to issue (i) 20 shares of its Common Stock ("Shares") to Purchaser, (ii) 80 shares of its Common Stock to Davis, (iii) the Note, secured by the Collateral, to Abercrombie and (iv) a grant of a security interest in the Collateral to Davis as security for the payments due him.

Section 2. Investment Representations. On the date hereof, Purchaser acknowledges, represents and warrants to Company as follows:

(a) Purchaser understands that the Shares have not been registered under the Securities Act of 1933, as amended, or the Delaware Securities Act by reason of specific exemptions under the provisions thereof which depend in part upon the representations made by Purchaser in this Agreement. Purchaser understands that Company is relying upon Purchaser's representations and agreements contained in this Agreement (and any supplemental information furnished by Purchaser) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(b) Purchaser has such knowledge, skill and experience in business, financial and investment matters so that Purchaser is capable of evaluating the merits and risks of an investment in the Shares.

(c) Purchaser has made, either alone or together with advisors (if any), such independent investigation as the Purchaser deems to be, or such advisors (if any) have advised to be, necessary or advisable in connection with an investment in the Shares; and Purchaser and Purchaser's advisors (if any) have received all information and data which Purchaser and such advisors (if any) believe to be necessary in order to reach an informed decision as to the advisability of an investment in the Shares.

(d) Purchaser represents that (i) it can bear the risk of loss of Purchaser's entire investment in the Shares and (ii) it is capable of bearing the economic risk of an investment in the Shares for the indefinite future.

(e) Purchaser understands that the Shares are "restricted securities" under applicable securities laws and that Purchaser may dispose of the Shares only pursuant to an effective registration statement or an exemption from such registration if available. As a consequence, Purchaser understands that it must bear the economic risks of the investments in the Shares for an indefinite period of time.

(f) Purchaser hereby confirms that Purchaser is acquiring the Shares for investment only and not with a view to or in connection with any distributions thereof.

Section 3. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally or one business day after being sent via a nationally recognized overnight courier. Such notices, demands and other communications will be sent to the address indicated below:

To the Company:

910 N. Tilden
Visalia, CA 93291
Attention: Dennis J. Davis

To the Purchaser:

At the address shown on the Company's records or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

Section 4. Miscellaneous. This Agreement (a) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts entered into and to be performed wholly within said State, (b) together with the PTSC Option and the other agreements and instruments referred to therein and herein, constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, written

or oral, (c) may not be amended, except in writing, (d) may be executed in counterparts, (e) shall be enforceable, notwithstanding the unenforceability of any particular provision hereof, with respect to all other provisions hereof and (f) may not be assignable by any party hereto, except with the prior written consent of the other.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

SCTV, INC.

By: _____
Name: Dennis J. Davis
Title: President

AZTECA INTERNATIONAL CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

STOCKHOLDERS AGREEMENT

STOCKHOLDERS AGREEMENT (this “Agreement”), dated as of _____, 2010, by and among SCTV, Inc., a Delaware corporation (the “Company”), Azteca International Corporation, a Delaware corporation (“AIC”) and Dennis J. Davis, an individual (“Davis”, together with AIC, the “Stockholders,” and each individually, a “Stockholder”).

WHEREAS, each Stockholder is the record and beneficial owner of the number of Common Shares (as defined below) appearing opposite his or its name on Schedule A to this Agreement; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth certain matters with respect to the governance and operation of the Company.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Definitions.

(a) As used in this Agreement, the following terms shall have the following respective meanings:

“Abercrombie” means LeBon G. Abercrombie, an individual.

“Abercrombie Note” means that certain promissory note issued on the date hereof by the Company to Abercrombie in the amount of \$5,500,000.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. As used in this definition “control” shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other equity or voting interests, by contract or otherwise).

“Agreement” has the meaning set forth in the preamble.

“AIC” has the meaning set forth in the preamble.

“AIC Director” has the meaning set forth in Section 2(a)(iv).

“AIC Option” means the option granted by Davis to AIC (or any permitted transferee) to purchase the Common Shares held by Davis, pursuant to that certain Option Agreement, between Davis and AIC, dated as of the date hereof.

“Amended LMA” means the Local Marketing Agreement, dated as of February 11, 2003, by and among PTSC, the Subsidiary, AIC and TV Azteca, as amended from time to time.

“Board” means the Board of Directors of the Company.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York, Fresno, California or Mexico City, Mexico are authorized or required by law or executive order to close.

“Capital Stock” means any (i) Common Shares or any other equity security of the Company, (ii) debt securities convertible into or exchangeable for any equity security of the Company or (iii) options, warrants or other rights to subscribe for, purchase or otherwise acquire any such equity security or debt security of the Company.

“Commission” means the Securities and Exchange Commission, or any other Federal agency at the time administering the Securities Act.

“Common Shares” means the issued and outstanding shares of Common Stock, at the applicable time.

“Common Stock” means the common stock, \$0.001 par value, of the Company.

“Company” has the meaning set forth in the preamble.

“Davis” has the meaning set forth in the preamble.

“Option Agreement” means that certain Option Agreement, dated as of the date hereof, by and between AIC and Davis.

“Person” means any natural person, corporation, limited liability company, partnership, trust, unincorporated organization, joint stock company, joint venture, government or any department, agency or political subdivision thereof or any other entity of whatever nature.

“PTSC” means Pappas Telecasting of Southern California LLC, a Delaware limited liability company.

“Securities Act” means the Securities Act of 1933 or any similar federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

“Shares” means all shares of Capital Stock of the Company now owned or hereafter acquired by any Stockholder.

“Stockholder” has the meaning set forth in the preamble.

“Subsidiary” means Pappas Southern California License LLC, a Delaware limited liability company wholly owned by PTSC.

(b) Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and references to any agreement, document or instrument shall be deemed to refer to such agreement, document or instrument as amended, supplemented or

modified from time to time. When used herein, (i) the word “or” is not exclusive and (ii) the words “including”, “includes”, “included” and “include” are deemed to be followed by the words “without limitation”. The captions herein are included for convenience only and shall be disregarded in the interpretation or construction hereof.

2. Board of Directors; Governance.

(a) Size of Board; Election of Directors. Pursuant to the By-Laws of the Company, the number of directors comprising the Board shall be fixed at four (4). At any annual or special stockholders meeting, and whenever the Stockholders act by written consent, in each case with respect to the election of directors, each Stockholder agrees to vote or otherwise give his or its consent in respect of all Shares owned by such Stockholder or as to which such Stockholder is entitled to vote, in order to cause the following individuals to be elected to the Board:

- (i) Davis;
- (ii) two (2) individuals designated by Davis, which individuals shall be citizens of the United States; and
- (iii) one (1) individual designated by AIC, which individual shall be a citizen of the United States (the “AIC Director”).

(b) Removal of Board Members; Vacancies. Each Stockholder agrees to vote or otherwise give his or its consent in respect of all Shares owned by such Stockholder or as to which such Stockholder is entitled to vote, in order to ensure that:

- (i) no director designated to serve on the Board pursuant to Section 2(a) of this Agreement shall be removed from the Board unless such removal is directed or approved by the Person entitled to designate such director;
- (ii) Davis shall not be removed from the Board unless all of the remaining Board members determines that Davis breached his fiduciary duty as a director, failed to act in good faith and in the best interests of the Company, or engaged in an act involving intentional misconduct or a knowing violation of law having a material adverse effect on the Company or PTSC;
- (iii) any vacancy on the Board created by the resignation, removal or death of Davis shall be filled by an individual elected by majority vote of the Common Shares;
- (iv) any vacancy on the Board created by the resignation, removal or death of the AIC Director shall be filled by an individual designated by AIC; and
- (v) any vacancy on the Board created by the resignation, removal or death of a director elected pursuant to Section 2(a)(ii) shall be filled by an individual designated by Davis; *provided*, that if Davis is no longer a member of the Board, such vacancy shall be filled by an individual elected by majority vote of the Common Shares.

(c) Failure to Designate a Board Member. In the absence of any designation from the Person with the right to designate a director as specified above, the director previously designated by such Person and then serving shall be reelected to the Board.

(d) No Inconsistent Agreements. No Stockholder shall grant any proxy or enter into or agree to be bound by any voting agreement or voting trust with respect to voting any Shares, except as provided herein. No Stockholder shall enter into any stockholder agreement or arrangement of any kind with any Person with respect to any Shares inconsistent with the provisions of this Agreement.

(e) Expenses. The Company shall pay the reasonable out-of-pocket expenses incurred by each member of the Board in connection with attending the meetings of the Board and also pay each such Board member, other than Davis and Abercrombie, a fee of \$[____] for each meeting attended (telephonically or in person) by such member.

(f) Citizenship of Officers. The Company and the Stockholders hereby agree that all officers appointed by the Board in accordance with the By-Laws of the Company shall be citizens of the United States.

3. Covenants of Davis.

(a) Other than in accordance with the Option Agreement, Davis shall not, directly or indirectly, sell, assign, convey, pledge, mortgage, encumber, hypothecate or otherwise dispose of, any of the Shares or any rights therein; *provided, however*, that the Shares may be transferred upon Seller's death to any of his immediate family members; *provided, further*, that such immediate family member agrees to be bound by the terms and conditions of this Agreement and all other agreements, documents or instruments required to be delivered pursuant to that certain Option Exercise Agreement entered into as of December 30, 2009 by the Stockholders. Any action in violation hereof shall be void *ab initio* and the Company shall not record or recognize any such action on its books and records.

(b) Davis hereby covenants and agrees that he will not authorize or assist the Company to take any action prohibited by Section 4.

4. Covenants of the Company. The Company hereby covenants and agrees that:

(a) upon the death or resignation or disqualification of Davis as president of the Company, Abercrombie shall succeed Davis as president, unless Abercrombie shall decline to so serve, in which event the individual succeeding Davis as president shall be elected by majority vote of the Board, which majority vote shall include the affirmative vote of the AIC Director;

(b) the Company shall not take any of the following actions, either directly or indirectly, unless approved by the holders of all outstanding shares of common stock of the Company:

(i) the amendment of, or any change to or waiver of the provisions of, the certificate of incorporation or by-laws of the Company, the certificate of formation or the

operating agreement of PTSC or the certificate of formation or the operating agreement of the Subsidiary, except for amendments effecting name changes thereto;

(ii) the authorization, issuance, repurchase or redemption of equity interests or other rights or interests of the Company, PTSC or the Subsidiary;

(iii) the formation of any subsidiary, joint venture or similar arrangement of the Company, PTSC, or the Subsidiary;

(iv) the commencement of any action with respect to the liquidation, bankruptcy, assignment for the benefit of creditors, recapitalization or reorganization of the Company, PTSC or the Subsidiary;

(v) the commencement or settlement of any litigation, arbitration, or material administrative proceeding involving the Company, PTSC or the Subsidiary; or

(vi) the execution of any agreement by the Company, PTSC, or the Subsidiary with any shareholder, any affiliate of any shareholder, or with any Person that is a family member of any shareholder.

5. Legend on Shares.

(a) Each certificate evidencing Shares, and each certificate evidencing Shares held by subsequent transferees of any such certificate, shall be stamped or otherwise imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER APPLICABLE SECURITIES LAW, AND MAY NOT BE TRANSFERRED IN THE ABSENCE OF REGISTRATION THEREUNDER OR ANY EXEMPTION THEREFROM.

(b) Each certificate evidencing Shares, and each certificate evidencing Shares held by subsequent transferees of any such certificate, shall also be stamped or otherwise imprinted with a legend in substantially the following form:

THE VOTING OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS AGREEMENT, DATED AS OF _____, 2010, AS AMENDED AND/OR RESTATED FROM TIME TO TIME, BY AND AMONG THE COMPANY AND THE STOCKHOLDERS, A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE COMPANY.

6. Confidential Information. From and after the date hereof, each Stockholder agrees that such Stockholder shall not, without the prior written consent of the Board, use for

such Stockholder's benefit or disclose at any time, any information relating to employees, financial affairs, or any trade secrets or other confidential matter of the Company or any of its Affiliates, except information which (a) is or becomes obtainable in the public domain or known in the industry generally, except by reason of the breach by such Stockholder of the terms hereof, or (b) is required to be disclosed by rule of law or by order of a court or governmental body or agency.

7. Termination. This Agreement shall terminate upon the occurrence of either of the following events:

(a) a written agreement by and among the Company, Davis and AIC providing for the termination of this Agreement; or

(b) the termination or exercise by the Company of the AIC Option.

8. Remedies. In case any one or more of the covenants and/or agreements set forth in this Agreement shall have been breached by any party hereto, the party entitled to the benefit of such covenants or agreements may proceed to protect and enforce its rights either by suit in equity and/or by action at law, including an action for damages as a result of any such breach and/or an action for specific performance of any such covenant or agreement contained in this Agreement and/or a temporary or permanent injunction (without posting a bond or other security), in any case without showing any actual damage. The rights, powers and remedies of the parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such parties may have under any other agreement or law. No single or partial assertion or exercise of any right, power or remedy of a party hereunder shall preclude any other or further assertion or exercise thereof.

9. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the Company, each of the Stockholders and the respective successors or heirs and personal representatives and permitted assigns of each of the Stockholders and the successors of the Company.

10. No Third-Party Beneficiaries. It is understood and agreed among the parties hereto that this Agreement and the covenants made herein are made expressly and solely for the benefit of the other party hereto (or their respective successors or permitted assigns), and that no other Person shall be entitled or be deemed to be a third-party beneficiary of any party's rights under this Agreement.

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

12. Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, courier service, or personal delivery as follows:

If to the Company, to:

SCTV, Inc.
910 N. Tilden
Visalia, CA 93291
Attention: Dennis J. Davis

with a copy to:

Law Offices of Hurley and Laird
Post Office Box 1536
Visalia, CA 93279
Attention: Russell F. Hurley, Esq.

If to Davis, to:

Dennis Davis
910 N. Tilden
Visalia, CA 93291

with a copy to:

Law Offices of Hurley and Laird
Post Office Box 1536
Visalia, CA 93279
Attention: Russell F. Hurley, Esq.

If to AIC, to:

Azteca International Corporation
1139 Grand Central Avenue
Glendale, CA 91201
Attention: Adrian Steckel, Horacio Medal

with a copy to:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attention: Roger R. Crane, Esq.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; when sent, and when actually received by the intended recipient, if mailed; *provided, however*, that if any notice, demand or other communication is delivered or received, as the case may be, after 5:00 P.M. New York City time on a Business Day or delivered or received, as the case may be, on a day that is not a Business Day, such notice, demand or communication shall be deemed to have been duly given pursuant to this Section 12

on the next succeeding Business Day. Any party may by notice given in accordance with this Section 12 designate another address or Person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.

13. Amendments and Supplements. This Agreement may not be amended or supplemented except by an instrument in writing signed by each of the parties hereto.

14. Applicable Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and to be performed wholly within said State. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court sitting in New York, and the parties hereby irrevocably submit to the jurisdiction of any such court and waive any objection that they now or may hereafter have to venue or that such court is an inconvenient forum.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.

15. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the day and year first above written.

SCTV, INC.

By _____
Name: Dennis J. Davis
Title: President

AZTECA INTERNATIONAL CORPORATION

By _____
Name:
Title:

By _____
Name:
Title:

Dennis J. Davis

SCHEDULE A

<u>Stockholder</u>	<u>Common Shares</u>
Dennis J. Davis	80
Azteca International Corporation	20

JOINT WRITTEN INSTRUCTIONS

_____, 2010

JPMorgan Chase Bank, N.A.
Escrow Services
4 New York Plaza, 21st Floor
New York, NY 10004
Attention: James M. Foley

Re: Escrow Release

Dear Mr. Foley:

Reference is made to that certain Escrow Agreement, dated December 27, 2007, by and among Azteca International Corporation (“AIC”), Pappas Telecasting Companies, and JPMorgan Chase Bank, N.A. (the “Escrow Agreement”). Capitalized terms are used herein as therein defined.

In accordance with Section 2(b) of the Escrow Agreement, these joint written instructions direct you to kindly release and deliver the Escrow Documents (as defined in the Escrow Agreement) to AIC’s counsel, K&L Gates LLP, at the address set forth below:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Attention: Roger R. Crane, Esq.

Sincerely,

AZTECA INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

PAPPAS TELECASTING
COMPANIES

By: _____
Name:
Title:

LEBON G. ABERCROMBIE

DENNIS J. DAVIS

**SECOND AMENDING AGREEMENT
TO
AMENDED AND RESTATED CREDIT AGREEMENT**

This Second Amending Agreement (this "Amendment"), is dated as of _____, 2010, among Pappas Telecasting of Southern California LLC, a Delaware limited liability company ("Debtor"), and Azteca International Corporation, a Delaware corporation ("AIC").

WHEREAS, the parties hereto entered into an Amended and Restated Credit Agreement, dated as of February 11, 2003, and an Amending Agreement thereto, dated as of December 27, 2007 (the "Amended Credit Agreement");

WHEREAS, the "New Option Agreement" between PTSC and AIC referred to in the Credit Agreement has been exercised by AIC and the membership interests sold thereunder were transferred to SCTV, Inc., a Delaware corporation newly organized by AIC ("SCTV");

WHEREAS, upon completion of the closing of the exercise of the New Option Agreement, SCTV is owned eighty percent (80%) by Dennis J. Davis, a former member of PTSC ("Davis"), and twenty percent (20%) by AIC and, as of the date hereof, Davis and AIC are entering into a new option agreement with respect to Davis' interest in SCTV (the "SCTV Option Agreement"); and

WHEREAS, the parties hereto wish to amend the "Maturity Date" of the Amended Credit Agreement as well as certain other terms of the Amended Credit Agreement, as herein provided.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions/References.

1.1 All capitalized terms used herein shall have the meanings ascribed to them in the Amended Credit Agreement unless otherwise specified.

2. Amendments.

2.1 The following terms are hereby added to Section 1.2 of the Amended Credit Agreement:

"SCTV" shall mean SCTV, Inc., a Delaware corporation.

2.2 The term "Amended and Restated Note," as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““Amended and Restated Note” shall mean the Amended and Restated Promissory Note executed and delivered on _____, 2010 by the Debtor to AIC in the principal amount of \$154,000,000.”

2.3 The term “Distribution,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““Distribution” shall mean any distribution by the Debtor or SCTV to pay obligations under the Abercrombie Note (as defined in the New Option Agreement).”

2.4 The term “Interest Rate,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““Interest Rate” shall mean 11.6279% per annum.”

2.5 The term “Local Marketing Agreement,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““Local Marketing Agreement” shall mean the Local Marketing Agreement, dated as of February 11, 2003, as amended on December 27, 2007 and the date hereof, as may be amended from time to time in accordance with the terms thereof and hereof.”

2.6 The term “Maturity Date,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““Maturity Date” shall mean December 31, 2021, which date shall automatically be extended to coincide with the Extended Cut-Off Date (as such term is defined in the New Option Agreement), if applicable.”

2.7 The term “New Option Agreement,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““New Option Agreement” shall mean the Option Agreement, dated as of _____, 2010, by and between Dennis J. Davis and AIC providing AIC an option to purchase eighty (80) shares of SCTV’s common stock, par value \$.001 per share.”

2.8 The term “Option Agreement,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety.

2.9 The term “PTSC Operating Agreement,” as defined in Section 1.2 of the Amended Credit Agreement, is hereby deleted in its entirety and replaced with the following definition:

““PTSC Operating Agreement” shall mean the Operating Agreement of the Debtor, dated as of October 23, 1997, as amended on August 31, 2000, July 30, 2001, February 11, 2003, the Incremental Closing Date and _____, 2010.”

2.10 Section 5.4 of the Amended Credit Agreement is hereby amended by adding the following provision immediately after subsection (g):

“Notwithstanding anything to the contrary contained in this Section 5.4, the Debtor Parties shall be required to furnish information required by this Section 5.4 only to the extent that such information is in the possession of a Debtor Party, Mr. Dennis J. Davis or any Person controlled by such Debtor Party or Mr. Davis.”

2.11 Section 5.6(ii) of the Amended Credit Agreement is hereby amended by adding the following proviso to the end of such section:

“; *provided, however*, the Debtor Parties shall be required to furnish information pursuant to this Section 5.6(ii) only to the extent that such information is in the possession of a Debtor Party, Mr. Dennis J. Davis or any Person controlled by such Debtor Party or Mr. Davis.”

2.12 Section 5.7 of the Amended Credit Agreement is hereby amended by adding immediately after the first reference to “financial records” the following parenthetical:

“(only to the extent that such financial records are in the possession of a Debtor Party, Mr. Dennis J. Davis or any Person controlled by such Debtor Party or Mr. Davis)”

2.13 Section 5.17 of the Amended Credit Agreement is hereby deleted in its entirety.

2.14 Section 6.4(g) of the Amended Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(g)(i) any Debt Party may make intercompany loans, advances or capital contributions to any other Debt Party and (ii) the Debt Parties may make advances in the ordinary course of their businesses to any of the Debt Party Affiliates that are not Debt Parties to satisfy accounts payable incurred by such Affiliates in the ordinary course of their businesses.”

2.15 Section 6.6 of the Amended Credit Agreement is hereby deleted in its entirety and replaced with the following:

“Section 6.6 Dividends. Authorize declare or pay, directly or indirectly, any Dividends, except that any subsidiary of a Debt Party may pay cash Dividends to such Debt Party or any Wholly Owned Subsidiary of such Debt Party.

2.16 Section 6.11 of the Amended Credit Agreement is hereby deleted in its entirety.

2.17 Sections 7.1(j), 7.1(k) and 7.1(l) of the Amended Credit Agreement is hereby deleted in their entirety and replaced with the following:

“(j) SCTV, for so long as the New Option Agreement is in effect, shall (i) voluntarily or involuntarily transfer, sell, pledge or hypothecate or otherwise dispose of any membership interests of the Debtor held by SCTV, (ii) create, incur, assume or permit to exist,

directly or indirectly, any Lien upon or with respect to any membership interests of the Debtor held by SCTV, or (iii) attempt, arrange, agree or contract to do any of the foregoing, in each case, except with respect to those certain Security Agreements, dated as of _____, 2010, by and between SCTV and each of Dennis J. Davis and LeBon Abercrombie.

(k) Dennis J. Davis (or, as set forth below, his immediate family members), for so long as the New Option Agreement is in effect, shall (i) voluntarily or involuntarily transfer, sell, pledge or hypothecate or otherwise dispose of any shares of the common stock of SCTV held by him other than transfers to his immediate family members upon his death, (ii) create, incur, assume or permit to exist, directly or indirectly, any Lien upon or with respect to any membership interests of SCTV held by him, (iii) attempt, arrange, agree or contract to do any of the foregoing, in each of subsections (i), (ii) and (iii), except with respect to the New Option Agreement.”

2.18 Section 8.15(c) of the Amended Credit Agreement is hereby amended by (a) deleting “PTC,” which appears immediately after “to” and immediately before “any” and (b) deleting “wholly-owned subsidiary of PTC or any other”, which appears immediately after “,” and immediately before “Affiliate”.

2.19 Section 8.4 of the Amended Credit Agreement is hereby deleted in its entirety and replaced with the following:

“Section 8.4 Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, courier service or personal delivery:

(a) if to the Debtor,

Southern California TV, LLC
910 N. Tilden
Visalia, CA 93291
Attention: Dennis J. Davis

with a copy to:

Law Offices of Hurley and Laird
Post Office Box 1536
Visalia, CA 93279
Tel: (559) 739-7200
Attention: Russell F. Hurley, Esq.

(b) if to AIC,

Azteca International Corporation
1139 Grand Central Avenue
Glendale, CA 91201
Tel: (818) 241-5400
Attention: Adrian Steckel

Horacio Medal

with a copy to:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Tel: (212) 536-3900
Attention: Roger R. Crane, Esq.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; and when delivered by courier, if delivered by commercial courier service; and when actually received by the intended recipient, if mailed; *provided, however*, that if any notice, demand or other communication is delivered or received, as the case may be, after 5:00 P.M. New York City time on a Business Day or delivered or received, as the case may be, on a day that is not a Business Day, such notice, demand or communication shall be deemed to have been duly given pursuant to this Section 8.4 on the next succeeding Business Day. Any party hereto may by notice given in accordance with this Section 8.4 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt.”

3. Miscellaneous. This Agreement (a) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts entered into and to be performed wholly within said State, (b) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, written or oral, (c) may not be amended, except in writing, (d) may be executed in counterparts, (e) shall be enforceable, notwithstanding the unenforceability of any particular provision hereof, with respect to all other provisions hereof and (f) may not be assignable by any party, except with the prior written consent of the other(s).

[Signature Page Follows]

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

AZTECA INTERNATIONAL CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

PAPPAS TELECASTING OF SOUTHERN
CALIFORNIA LLC

By: SCTV, Inc., its sole member

By: _____
Name: Dennis J. Davis
Title: President

LOCAL MARKETING AGREEMENT
Amendment #2

This Amendment #2 (this "Amendment"), is dated as of _____, 2010, among Pappas Telecasting of Southern California LLC, a Delaware limited liability company ("PTSC"), Pappas Southern California License LLC, a Delaware limited liability company ("PSC License" and collectively with PTSC, "Pappas"), Azteca International Corporation, a Delaware corporation ("AIC"), and TV Azteca, a *Sociedad Anonima de Capital Variable* incorporated under the laws of Mexico ("TVA").

WHEREAS, the parties hereto entered into a Local Marketing Agreement, dated as of February 11, 2003, and Amendment #1 thereto, dated as of December 27, 2007 (as amended, the "LMA"); and

WHEREAS, the "Option Agreement" between PTSC and AIC referred to in the LMA has been exercised by AIC and the membership interests sold thereunder were transferred to SCTV, Inc., a Delaware corporation newly organized by AIC ("SCTV");

WHEREAS, upon completion of the closing of the exercise of the Option Agreement, SCTV is owned eighty percent (80%) by Dennis J. Davis, a former member of PTSC ("Davis"), and twenty percent (20%) by AIC and, as of the date hereof, Davis and AIC are entering into a new option agreement with respect to Davis' interest in SCTV (the "New Option Agreement");

WHEREAS, as of the date hereof PTSC and AIC are entering into a "Second Amending Agreement" to amend the Amended and Restated Credit Agreement between PTSC and AIC, dated February 11, 2003, as amended by the Amending Agreement dated as of December 27, 2007 (as further amended by the Second Amending Agreement, the "Amended Credit Agreement"); and

WHEREAS, the parties hereto wish to amend the term of the LMA as well as certain other terms of the LMA, as herein provided.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions/References.

1.1 All capitalized terms used herein shall have the meanings ascribed to them in the LMA unless otherwise specified.

1.2 All capitalized terms used in the LMA (as amended by this Amendment #2) that are described as being defined in the Option Agreement (including, without limitation, in Section 12.5.3 thereof) shall be deemed to be references such terms as defined in the New Option Agreement.

1.3 All references in the LMA (as amended by this Amendment) to the "Amended and Restated Credit Agreement" or "Amended Credit Agreement" shall be deemed to be references to the Amended Credit Agreement.

2. Amendments. Attachment A to the LMA is hereby further amended by adding new Sections 4 and 5 thereto as follows:

“4. Quarterly Management Fee. AIC shall pay to Pappas a quarterly management fee in such amounts and on such dates and for so long as PTSC is required to make payment pursuant to Section 5.7 of the Operating Agreement of PTSC dated as of October 23, 1997, as amended by amendments one through fifth thereto, dated October 23, 1997, July 30, 2001, February 11, 2003, December 27, 2007 and _____, 2010, respectively.”

“5. Quarterly Maintenance Fee. AIC shall pay Pappas a quarterly maintenance fee in such amounts and at such times (whether quarterly, by acceleration or otherwise) at least three (3) Business Days in advance as are payable by Pappas’s parent, SCTV, Inc., a Delaware corporation (“SCTV”), pursuant to that certain Promissory Note, dated as of _____, 2010 by SCTV in favor of LeBon G. Abercrombie.”

3. Expenses. Section 10.1 of the LMA is hereby amended by adding the following to the end of the third sentence thereof:

“(vii) any franchise tax, limited liability company fees or other governmental fees payable by Pappas or SCTV; (viii) all expenses, if any, of SCTV as relates to the operation of the Station; (ix) all fees and expenses of SCTV payable to its directors, (x) all fees and expenses incurred by Pappas and SCTV relating to the maintenance of its tax and accounting books and records and the preparation of its tax returns and audited financial statements and (xi) all fines and penalties imposed by the FCC on Pappas or SCTV for failure to comply with applicable FCC rules and regulations, *provided* that such failure did not result from a breach by Mr. Dennis J. Davis of his obligations pursuant to that certain Option Agreement dated as of _____, 2010, by and between Mr. Davis and AIC.”

Section 10.1 is hereby further amended by deleting in its entirety the last sentence thereof and replacing it with the following:

Notwithstanding anything to the contrary contained herein, AIC shall pay all expenses required to be paid by it hereunder monthly in advance, not later than three (3) Business Days prior to the beginning of each month. On or before the fifth (5th) Business Day prior to the beginning of each month, Pappas shall provide AIC with (a) a detailed statement of all such expenses for the prior month (with copies of any invoices therefor) together with evidence of payment thereof and (b) a schedule of such expenses for the coming month. Any overpayment of such expenses by AIC shall be deducted from its next expense payment.

4. Termination. Sections 12.2.2, 12.2.3, 12.2.4 and 12.2.5 of the LMA are hereby deleted in their entirety.

5. FCC Expert. Section 15.2 of the LMA is hereby deleted in its entirety and replaced with the following:

“Section 15.2 FCC Expert. The parties hereto hereby appoint Jack Goodman, Esq. as the arbitrator (the “FCC Expert”) to resolve any Contract Claims a, including awarding monetary damages; *provided, however*, that if Jack Goodman is not available to serve as the Option Expert, the parties hereto shall mutually agree upon an arbitrator who has significant personal and professional experience and knowledge of the television broadcast industry and applicable FCC rules, regulations, and policies.”

6. FCC Ruling. Section 15.5 of the LMA is hereby deleted in its entirety and replaced with the following:

“Section 15.5 Arbitration.

(a) Notwithstanding anything to the contrary contained in this Agreement, AIC or Pappas may, by providing written notice to the other party within thirty (30) days after the date on which an Option Expert Claim Decision shall have been rendered, seek a ruling from an arbitration panel, which arbitration shall take place in Washington D.C. in accordance with the rules then in effect of the American Arbitration Association. Such arbitration will be conducted in the English language and with an arbitration panel of three (3) arbitrators, each of which shall be attorneys qualified to practice before the FCC. Each of AIC and Pappas shall select one (1) arbitrator, and the two (2) arbitrators selected by them shall jointly select the third (3rd) arbitrator; *provided, however*, that in the event that the two arbitrators selected by AIC and Pappas cannot agree upon the third arbitrator within thirty (30) days after the second arbitrator is selected, either AIC or Pappas may institute a legal action in a state court sitting in New York County, New York. Any award shall be rendered by a majority of the arbitrators. Judgment upon the award so rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

(b) The arbitrators shall issue to AIC and Pappas a written explanation of the reasons for the award and a full statement of the facts as found and the rules of law applied in reaching their decision. Any provisional remedy which would be available to a court of law in the State of New York shall be available from the arbitrators pending arbitration of the dispute. Either AIC or Pappas may make an application to the arbitrators seeking injunctive or other interim relief, and the arbitrators may take whatever interim measures they deem necessary in respect of the subject matter of the dispute, including measures to maintain the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. The arbitrators shall apply laws of the State of New York applicable to contracts entered into and to be performed wholly within said State and shall have the authority to award any remedy or relief (except ex parte relief) that a court of the State of New York could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process.

(c) An award rendered in connection with an arbitration pursuant to this Section 15.5 shall be final and binding upon AIC and Pappas, and AIC and Pappas agree

and consent that the arbitral award shall be conclusive proof of the validity of the determinations of the arbitrators set forth in the award, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction.

(d) Notwithstanding the foregoing, each of AIC and Pappas shall have the right to institute a legal action in a court of proper jurisdiction for injunctive relief or a decree for specific performance pending final settlement by arbitration.”

7. Notices. Section 18.5 of the LMA is hereby deleted in its entirety and replaced with the following:

“Section 18.5 Notices. All notices, demands and other communications hereunder shall be made in writing and shall be sent by registered or certified first-class mail, return receipt requested, courier service or personal delivery:

(a) if to Pappas,

Southern California TV, LLC
910 N. Tilden
Visalia, CA 93291
Attention: Dennis J. Davis

with a copy to:

Law Offices of Hurley and Laird
Post Office Box 1536
Visalia, CA 93279
Tel: (559) 739-7200
Attention: Russell F. Hurley, Esq.

(ii) if to AIC,

Azteca International Corporation
1139 Grand Central Avenue
Glendale, CA 91201
Tel: (818) 241-5400
Attention: Adrian Steckel
Horacio Medal

with a copy to:

K&L Gates LLP
599 Lexington Avenue
New York, NY 10022
Tel: (212) 536-3900
Attention: Roger R. Crane, Esq.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; and when delivered by courier, if delivered by commercial courier service; and when actually received by the intended recipient, if mailed; *provided, however*, that if any notice, demand or other communication is delivered or received, as the case may be, after 5:00 P.M. New York City time on a Business Day or delivered or received, as the case may be, on a day that is not a Business Day, such notice, demand or communication shall be deemed to have been duly given pursuant to this Section 18.5 on the next succeeding Business Day. Any party hereto may by notice given in accordance with this Section 18.5 designate another address or person for receipt of notices hereunder, but such notice shall be effective only upon actual receipt. For purposes of this Agreement, the term "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York, Fresno, California or Mexico City, Mexico are authorized or required by law or executive order to close."

8. There is hereby added, following Section 18.16 of the LMA, the following new Section 18.17:

"Section 8.17. Non-Broadcast Spectrum. Notwithstanding anything to the contrary in this Agreement, AIC shall have the exclusive right to offer for sale or lease, or otherwise exploit, any and all services or other provision or disposition of capacity on the portion of the Station's digital spectrum that is not the Broadcast Spectrum (the "Non-Broadcast Spectrum"). Furthermore, any revenues relating to the operation of services, or any other provision or disposition of capacity, on the Non-Broadcast Spectrum shall be retained by AIC in their entirety, and shall be considered AIC revenue."

9. Miscellaneous. This Agreement (a) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts entered into and to be performed wholly within said State, (b) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, written or oral, (c) may not be amended, except in writing, (d) may be executed in counterparts, (e) shall be enforceable, notwithstanding the unenforceability of any particular provision hereof, with respect to all other provisions hereof and (f) may not be assignable by any party, except with the prior written consent of the other(s).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto caused this Amendment to be executed as of the date first above written.

PAPPAS SOUTHERN CALIFORNIA LICENSE,
LLC

By: Pappas Telecasting of Southern California,
LLC, its sole member

By: SCTV, Inc., its sole member

By: _____
Name: Dennis J. Davis
Title: President

PAPPAS TELECASTING OF SOUTHERN
CALIFORNIA, LLC

By: SCTV, Inc., its sole member

By: _____
Name: Dennis J. Davis
Title: President

AZTECA INTERNATIONAL CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

TV AZTECA, S.A. DE C.V.

By: _____
Name:
Title:

**FIFTH AMENDMENT TO
OPERATING AGREEMENT OF PAPPAS TELECASTING OF
SOUTHERN CALIFORNIA LLC**

This FIFTH AMENDMENT TO OPERATING AGREEMENT OF PAPPAS TELECASTING OF SOUTHERN CALIFORNIA LLC (this "Fifth Amendment"), is entered into as of this ____ day of _____, 2010 by SCTV, Inc., a Delaware corporation ("Parent"), as the sole member of Pappas Telecasting of Southern California LLC, a Delaware limited liability company (the "Company"). Capitalized terms used herein shall have the meanings given such terms in the Operating Agreement of the Company, dated as of October 23, 1997, as amended by amendments one through fourth thereof, dated October 23, 1997, July 30, 2001, February 11, 2003 and December 27, 2007, respectively (the "Operating Agreement").

WITNESSETH:

WHEREAS, on the date hereof, Parent has acquired one hundred percent (100%) of the Interests in the Company; and

WHEREAS, Parent desires to further amend the Operating Agreement as more fully set forth herein.

NOW THEREFORE, in consideration of the premises, the Operating Agreement is hereby amended as follows:

1. Name Change. Section 1.2 of the Operating Agreement is hereby amended to change the name of the Company to Southern California TV, LLC.

2. Registered Agent. Section 1.6(c) of the Operating Agreement is hereby amended to change the name of the registered agent to Dennis J. Davis.

3. Definitions. Section 1.10 of the Operating Agreement is hereby amended:

(a) by adding the following definition:

"Abercrombie Note" shall mean that certain Promissory Note of Parent dated as of _____, 2010, in favor of Abercrombie in the principal amount of \$5,500,000;

(b) by amending the definition of Option Agreement (as added by the fourth amendment thereto) in its entirety as follows:

"Option Agreement" shall mean that certain Option Agreement, dated as of _____, __, 2010, by and between Davis and AIC."; and

(c) by deleting the following definitions (each added by the fourth amendment thereto):

Closing

Effective Date
Option Effective Period
Option Termination Date
Option Transfers
Pappas
Prohibited Option Action
PTC.

4. Principal Place of Business. Section 1.4 of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“1.4 Principal Place of Business. The principal place of business of the Company shall be at 910 N. Tilden, Visalia, CA 93291. The registered office of the Company in the State of California is located at 910 N. Tilden, Visalia, CA 93291.”

5. Allocations. Section 3.1(c) of the Operating Agreement is hereby deleted in its entirety and Section 3.1(d) shall become Section 3.1(c). Section 3.2(a)(ii) is hereby deleted in its entirety and replaced with the following:

“(ii) Second, the balance, if any, one hundred percent (100%) to the Members in proportion to their Percentage Interests.”

6. Distributions. Section 4.3(c) of the Operating Agreement (as added by the fourth amendment thereto) is hereby amended in its entirety as follows:

“(c) Until such time as all payments due and owing under the Option Agreement and the Abercrombie Note have been paid in full, the Company shall distribute such amounts as are necessary to enable Parent and/or AIC to pay the obligations under the Option Agreement and the Abercrombie Note.”

7. Manager. Section 5.1(a) of the Operating Agreement is hereby amended to change the name of the Manager to Dennis J. Davis. Section 5 of the Operating Agreement is hereby amended to add the following new Section 5.7:

“5.7 Compensation of the Manager. During the lifetime of Davis, until the later to occur of (a) Davis ceasing to serve as Manager hereunder and (b) the closing under the Option Agreement, Davis shall be entitled to receive an annual management fee equal to \$259,000 (adjusted annually as set forth below), payable quarterly in arrears on each three-month, six-month, nine-month and annual anniversary of **[insert date of this amendment]**. Such management fee shall be increased at the beginning of each subsequent twelve-month period by the percentage increase in the Consumer Price Index, all items, for the City of Los Angeles, California, compiled by the United States Department of Labor, Bureau of Labor Statistics, Washington, DC or its successor index. If at the time of adjustment such index is no longer reported or its basic principle has been altered, an alternative method shall be used to equitably reflect the percentage of increase in the cost of living. Such management fee shall be paid to Davis as a salary.”

8. Members. Section 6.13 of the Operating Agreement (as added by the fourth amendment thereto) is hereby deleted in its entirety.

9. Tax Elections. Section 8.3 of the Operating Agreement is hereby deleted in its entirety and replaced by the following: "Since Parent owns 100% of the Interests in the Company and the Company is a domestic limited liability company, the Company shall be treated as a "disregarded entity" (i.e., as part of Parent) for federal, state and local income tax purposes."

Section 8.4 of the Operating Agreement (as added by the fourth amendment thereto) is hereby amended deleting Bruce M. Yeager as the Chief Financial Officer of PTSC.

10. Transfers. Section 10.1(b) of the Operating Agreement is hereby deleted in its entirety. Section 10.11 of the Operating Agreement (as added by the third amendment thereto) is hereby amended in its entirety as follows:

"10.11 Security Agreements. Notwithstanding anything to the contrary contained in the Agreement, the provisions of Section 10 hereof shall not apply to (a) the grant of security interests in the membership interests of the Company by Parent to each of Davis and Abercrombie pursuant to those certain separate Security Agreements, each dated _____, 2010, by Parent for the benefit of each of Davis and Abercrombie ("Security Agreements") and (b) the exercise by each of Davis and Abercrombie of their respective rights under the Security Agreements, including, but not limited to, their respective rights to sell the interests secured thereunder."

11. Conditions to Permitted Transfers. Section 10.3(e) of the Operating Agreement is hereby deleted in its entirety.

12. Winding Up. Section 12.2(c) and (d) of the Operating Agreement (as added by the fourth amendment thereto) are hereby deleted in their entirety and replaced with the following:

"(c) The balance, if any, to the Members in accordance with their respective Interests."

13. Miscellaneous. This Agreement (a) shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within said State, (b) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, superseding all prior agreements, written or oral, (c) may not be amended, except in writing, (d) may be executed in counterparts, (e) shall be enforceable, notwithstanding the unenforceability of any particular provision hereof, with respect to all other provisions hereof and (f) may not be assignable by any party, except with the prior written consent of the other(s).

[Signature Page Follows]

IN WITNESS WHEREOF, Parent caused this Fifth Amendment to be executed as of the date first above written.

SCTV, INC.

By: _____

Name: Dennis J. Davis

Title: President