

Exhibit 1

By this Amendment, SCTV, Inc. (“**SCTV**”), the proposed transferee, explains in more detail the interrelationship of the agreements among the parties to this Application. SCTV also submits a revised agreement among its proposed new owners.

Current Ownership Structure

Currently, Pappas Southern California License, LLC (“**Pappas License**”), is the licensee of KAZA-TV, Avalon, California. Pappas Telecasting of Southern California LLC (“**PTSC**”) is the sole member of Pappas License. PTSC has four members: Harry J. Pappas (86.68%); Pappas Telecasting Companies (“**PTC**”), managing member (4.44%); LeBon Abercrombie (4.44%), and Dennis J. Davis (4.44%).

As of this time, Azteca International Corporation (“**AIC**”) holds an attributable equity-debt-plus (“**EDP**”) interest in KAZA-TV. In particular, AIC qualifies as a “major program supplier” to KAZA-TV pursuant to a local marketing agreement among AIC, PTSC, and Pappas License. In addition, AIC is a lender to PTSC pursuant to an Amended and Restated Credit Agreement dated February 11, 2003, as amended December 27, 2007 (the “**KAZA Loan**”). The principal amount of the KAZA Loan as of April 30, 2010, is approximately \$154 million, which amount currently exceeds 33 percent of the current total of KAZA-TV’s equity and debt. The sole debtor under the KAZA Loan is PTSC, and the KAZA Loan is guaranteed by PTSC and Pappas License. No individual, television station, or other entity is a party to the KAZA Loan.

On December 27, 2007, PTC, Mr. Pappas, Mr. Abercrombie, Mr. Davis, and AIC entered into an Option Agreement whereby AIC acquired an option to purchase all of the membership interests of PTSC (“**2007 Option Agreement**”). Under the terms of the KAZA Loan and related agreements, any purchaser of KAZA-TV must assume or satisfy the debtor’s obligations under the KAZA Loan regardless of whether the purchase occurs pursuant to the 2007 Option Agreement or through a different transaction or an independent third party.

PTSC, Pappas License, and AIC are parties to a Local Marketing Agreement for KAZA-TV dated February 11, 2003, as amended December 27, 2007 (the “**LMA**”). The licensee previously submitted the LMA to the FCC, and SCTV attaches it here for the reader’s convenience.

Proposed Consummation of Option Exercise

In December 2009, AIC exercised its option under the 2007 Option Agreement and assigned its rights thereunder to SCTV, which currently is a wholly owned U.S. subsidiary of AIC. Following grant of this Application and satisfaction of contractual closing conditions under the 2007 Option Agreement and other agreements discussed below (the “**Closing**”), SCTV will become the sole member of PTSC.

If approved by the Commission, the parties directly or through intermediate steps would cause the following transactions to occur (among others) upon the Closing:

KAZA-TV, Avalon, California
FCC Form 315 Transfer Application

1. Mr. Pappas will assign his membership interests in PTSC to SCTV and cause PTC to assign its membership interests in PTSC to SCTV. In return, AIC will provide Mr. Pappas with the consideration due to him under the 2007 Option Agreement.
2. Mr. Abercrombie will assign his membership interests in PTSC to SCTV. He also will waive his right to receive the consideration due to him under the 2007 Option Agreement. In lieu of receiving this lump sum payment, Mr. Abercrombie will enter a Note whereby SCTV agrees to pay such sum, plus interest, to Mr. Abercrombie over a period of time. AIC will guarantee the payments due under the Note.
3. Mr. Davis will assign his membership interests in PTSC to SCTV. He also will waive his right to receive the consideration due to him under the 2007 Option Agreement. In lieu of receiving this lump sum payment, Mr. Davis will receive 80 of the 100 voting shares of SCTV and thereby become the single majority shareholder of SCTV and therefore of KAZA-TV.

Proposed New Ownership Structure

Upon and after the Closing, AIC will own 20 of the 100 voting shares of SCTV. SCTV will not have any non-voting shares. The 80 shares held by Mr. Davis at all times will represent 80% of the outstanding capital stock of SCTV. Currently, Mr. Davis is the president and sole officer of SCTV, and he will continue in these positions after the Closing.

Mr. Davis and AIC will enter into a shareholders agreement providing for the Board of Directors of SCTV to be composed of four individuals, all of whom must be U.S. Citizens. Mr. Davis (or his successor) will be a director and will designate two additional directors. AIC will designate one director of SCTV. Initially, AIC will designate as its director Mr. Adrian Steckel, who currently serves as the Chief Executive Officer of AIC. Although Mr. Davis will be the single majority shareholder of SCTV, AIC nevertheless will hold a directly attributable interest in KAZA-TV through its right to designate one of SCTV's four directors.

Mr. Davis and AIC will enter into an option agreement whereby AIC will acquire an option to purchase Mr. Davis's 80 shares in SCTV ("**SCTV Option Agreement**"). In consideration for granting this option, Mr. Davis will receive an option fee from AIC. AIC will pay up to eighty percent of the option fee in periodic installments over time. Any option fee payments paid to Mr. Davis would be credited against the purchase price in the event that AIC later elects to exercise its option. The option fee payments, however, will not decrease Mr. Davis's ownership interest in SCTV: his interest will always remain at 80 shares and 80% of the outstanding capital stock. The option payments are direct obligations of AIC to Davis and are not subject to set off for any debt obligations owed by SCTV to AIC.

At the Closing, PTSC will change its name Southern California TV, LLC, and Pappas License will change its name Southern California TV License, LLC.

May __, 2010

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

Dear Dennis:

Reference is made to that certain Option Exercise Agreement, dated as of December 30, 2009 (the "Option Exercise Agreement"), by and between you and Azteca International Corporation, a Delaware corporation ("AIC"). Capitalized terms used in this letter agreement without definition shall have the respective meanings given to them in the Option Exercise Agreement.

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby acknowledge and agree that (a) the form of amendment to the Amended and Restated Credit Agreement, dated as of December 27, 2007, by and between AIC and PTSC, which is attached as Exhibit F to the Option Exercise Agreement, shall be removed in its entirety and replaced with the form of amendment attached to this letter agreement as Schedule 1 and (b) the form of amendment to the Local Marketing Agreement, dated as of February 11, 2003, by and among PTSC, Pappas Southern California License, LLC, AIC and TV Azteca, which is attached as Exhibit G to the Option Exercise Agreement, shall be removed in its entirety and replaced with the form of amendment attached to this letter agreement as Schedule 2.

This letter agreement (i) 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. Except as expressly modified herein, the Option Exercise Agreement and the other agreements and instruments referred to therein and herein, (ii) shall continue to be, and shall remain, in full force and effect and the valid and binding obligations of the Parties thereto in accordance with their respective terms, (iii) may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original and all of which counterparts, when taken together, shall constitute one and the same agreement (iv) may be executed through delivery of duly executed signature pages by facsimile or electronic mail, (v) may not be amended, except in writing and (vi) may not be assignable by any Party, except with the prior written consent of the other Party.

[Remainder of Page Intentionally Left Blank]

If the foregoing correctly sets forth our understanding as to the matters covered hereby, please execute and return to the undersigned the enclosed copy of this letter agreement.

Very truly yours,

AZTECA INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:

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, 2022, 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 “Operational Cash Proceeds,” is added to the definitions in Section 1.2 of the Amended Credit Agreement, with the following definition:

““Operational Cash Proceeds” shall mean the cash proceeds received from AIC or any third party by SCTV or any of its subsidiaries after the Closing Date pursuant to the Local Marketing Agreement and/or pursuant to any other activity resulting from Debtor’s ownership of the Station, but excluding the Quarterly Management Fee and the Quarterly Maintenance Fee paid by AIC pursuant to Attachment A to the Local Marketing Agreement and excluding the SCTV Option Fee.”

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

2.10 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.”

2.11 Section 2.6 of the Amended Credit Agreement is hereby amended by renumbering subsection (d) as subsection (e) and by adding the following provision as subsection (d):

“Not later than one Business Day following the receipt of any Operational Cash Proceeds after the Closing Date, SCTV shall apply 100% of the Operational Cash Proceeds received with respect thereto to prepay outstanding PTSC Debt. AIC may set off any payment of Operational Cash Proceeds that it owes to SCTV, on a dollar-for-dollar basis, against outstanding PTSC Debt.”

2.12 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 not be required to furnish information required by this Section 5.4 in the event that such information is in the possession of Harry J. Pappas.”

2.13 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,* that the Debtor Parties shall not be required to furnish information pursuant to this Section 5.6(ii) in the event that such information is in the possession of Harry J. Pappas.”

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

“(to the extent such financial records are not in the possession of Harry J. Pappas)”

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

2.16 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.”

2.17 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.

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

2.19 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.”

2.20 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”.

2.21 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 copies to:

TV Azteca, S.A. de C.V.
Periferico Sur 4121
Col. Fuentes de Pedregal
C.P. 14141 Mexico Delegacion Tlalpan Mexico, D.F.
Tel: 011-525-5-5420-5751
Attention: Lic. Francisco X. Borrego Hinojosa

and

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:

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" referred to in the LMA has been exercised by AIC and the membership interests in PTSC 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. Consideration.

2.1 Section 1 of Attachment A to the LMA is hereby further amended by adding the following immediately following the first paragraph:

“KAZA Revenue” means gross revenue receivable by AIC solely in its capacity as broker of the Station pursuant to the LMA and relating to the operation of the Station (including without limitation the revenues received by AIC pursuant to Section 5 of the LMA, but excluding revenue received or receivable by AIC from any other business or venture) less applicable sales discounts, allowances, in accordance with International Financial Reporting Standards (“IFRS”) as promulgated by the International Accounting Standards Board (“IASB”). For purposes of the foregoing sentence, “AIC” includes AIC and any and all of its subsidiaries.

“KAZA Expenses” means the costs and expenses payable by AIC solely in its capacity as broker of the Station pursuant to the LMA and relating to the operation of the Station, including without limitation (i) any and all selling, general & administrative, and interest expense in accordance with IFRS, (ii) any and all other amounts payable by AIC to any party or individual other than Pappas and/or Pappas’s parent, SCTV, Inc., a Delaware corporation (“SCTV”) pursuant to the LMA (including without limitation, costs incurred in connection with programming the Station, the solicitation and sale of advertising, the provision of technical and engineering services to the Station), (iii) all amounts payable by AIC to Pappas and/or SCTV pursuant to the LMA (including without limitation the Quarterly Management Fee and the Quarterly Maintenance Fee), (iv) any Option Fee Payment payable by AIC pursuant to the New Option Agreement, and (v) any all amounts payable by PSC License, PTSC, and/or SCTV to AIC in respect of interest on the PTSC Debt under the Amended Credit Agreement, but excluding costs and expenses paid for or payable by AIC to any party or any third party in connection with any other business or venture. For purposes of the foregoing sentence, “AIC” includes AIC and any and all of its subsidiaries.

“Net Income” means the difference between the KAZA Revenue and the KAZA Expenses.

2.2 The definition of “Quarterly Consideration” in Section 1 of Attachment A to the LMA is hereby amended by deleting it in its entirety and replacing it with the following: “seventy percent of the Net Income during such quarter (or portion thereof), but not less than all amounts then due and payable by PSC License, PTSC, and/or SCTV to AIC in respect of interest on the PTSC Debt under the Amended Credit Agreement.”

2.3 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 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 copies to:

TV Azteca, S.A. de C.V.
Periferico Sur 4121
Col. Fuentes de Pedregal
C.P. 14141 Mexico Delegacion Tlalpan Mexico, D.F.
Tel: 011-525-5-5420-5751
Attention: Lic. Francisco X. Borrego Hinojosa

and

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:

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

By: _____
Name:
Title: