

EXHIBIT 1

Scope of Amendment

Television Capital Corporation of Mobile ("TCCM"), the applicant herein, tendered for filing its application for a construction permit for a new commercial television broadcast station to be operated on NTSC Channel 61, Mobile, Alabama on September 20, 1996 and, at that time, was assigned by the Commission file number BPCT-960920WX. Also in 1996, mutually exclusive applications requesting similar facilities were filed on behalf of Fant Broadcast Development, LLC ("Fant") and Marri Broadcasting, L.P. ("Marri").

In 1998, the three applicants resolved mutual exclusivities and filed on January 30, 1998 a still-pending "Joint Approval of Universal Settlement" seeking grant of the TCCM application and the dismissal of the applications submitted by Fant and Marri. Concurrently, TCCM and Paxson Communications Corporation ("Paxson") submitted an amendment to the surviving application seeking the substitution of Paxson as the surviving applicant.

By Report and Order released November 5, 2004, the Commission in MB Docket No. 04-281; RM-11041 substituted DTV Channel 18 for Channel 61 at Mobile pursuant to supporting comments filed both by Paxson and TCCM. In the Order, the Commission directed Paxson to submit to the Commission a minor change application for a construction permit specifying DTV Channel 18 in lieu of TV Channel 61 at Mobile. Paxson complied with those directions as is further reflected in this submission.

By letter dated August 22, 2005, Paxson submitted a request to the Commission for the withdrawal of its amendment. TCCM had no foreknowledge of Paxson's intent. A copy of that request is attached hereto. The Commission's attention is directed to the last two paragraphs of the withdrawal notice granting permission to TCCM to adopt the Paxson engineering and indicating that it would interpose no objection to the Commission's issuance of a construction permit to TCCM, as proposed in the joint motion.

This has indeed been a long and tortuous proceeding. We are now faced with the original three applicants with a settlement agreement on file as of January 30, 1998 still pending. As noted, TCCM filed independent comments supporting the allocation of DTV Channel 18 to Mobile indicating its desire to proceed with the proposed facility. As held by the Commission in the November 5, 2005 Report and Order "the public interest would be served by adopting the Applicants proposal since it would provide the community of Mobile with a new DTV service." Fant and Marri and TCCM have, and are continuing to prosecute, the pending "Joint Motion for Approval of Universal Settlement."

In view of the foregoing, it is respectfully requested that the instant amendment to the TCCM application be accepted and that the Commission's procedures of cut-off publication and grant be followed.

PAX

August 22, 2005

VIA HAND DELIVERY AND ECFS

Marlene H. Dortch
Secretary
Federal Communications Commission
The Portals
445 12th Street S.W.
Washington, D.C. 20554

Re: NEW-TV, Mobile, Alabama
DTV Channel 18 (formerly NTSC Channel 61)
MB Docket No. 04-281, RM-11041
FCC File No. BPCDT-960920WX
Withdrawal of Amendment

Dear Ms. Dortch:

On behalf of Paxson Communications Corporation ("PCC"), we hereby submit, in triplicate, this notice of PCC's withdrawal of its amendment, filed January 30, 1998 (the "PCC Amendment"), to the above-referenced application for a new television station to serve Mobile, Alabama (the "Application").

On January 30, 1998, Television Capital Corporation of Mobile ("TCCM"), Fant Broadcast Development, L.L.C., and Marri Broadcasting, L.P. filed a pleading styled as a "Joint Motion for Approval of Universal Settlement" ("Joint Motion") seeking Commission approval of their universal settlement agreement resolving their mutually exclusive applications for a permit to construct a new full-power television station on NTSC Channel 61 at Mobile, Alabama (the "Universal Settlement Agreement"), which was attached to the Joint Motion. The Joint Motion and the Universal Settlement Agreement designated TCCM as the surviving applicant.

Also on January 30, 1998, PCC filed the PCC Amendment proposing the substitution of PCC as the applicant in place of TCCM upon the FCC's issuance of the permit for the NTSC Channel 61 facility. PCC and TCCM set forth the terms of their agreement for this substitution in a Promissory Note dated January 29, 1998 (the "Substitution Agreement and Promissory Note"), which PCC previously submitted in this proceeding. Under the terms of the Substitution Agreement and Promissory Note, TCCM would assign its rights under the Universal Settlement Agreement to PCC upon the FCC's approval of the Universal Settlement Agreement and the FCC's consent to the proposed substitution of PCC.

On July 15, 2005, the Commission issued Public Notice DA 05-2020 announcing its acceptance of the Application, as amended to specify operation of the television station on DTV Channel 18 in lieu of the originally proposed NTSC Channel 61.

As PCC has previously informed the Commission, TCCM breached the terms of the Substitution Agreement and Promissory Note, and PCC accordingly obtained a judgment against TCCM from the Superior Court for the District of Columbia. (See June 6, 2005 Submission of Requested Documents by PCC in MB Docket No. 04-281.) Given TCCM's breach and other disputes between PCC and TCCM, PCC hereby notifies the Commission that PCC no longer intends to pursue a grant of the construction permit nor will PCC accept the permit or construct the station if the Commission should issue the permit to PCC.

PCC therefore exercises its right to withdraw the PCC Amendment and thereby withdraws as the proposed applicant in this proceeding. To the extent it may be required, PCC submits herewith a Declaration of No Consideration, certifying that PCC has not received any consideration for its submission of this notice of withdrawal. As reflected in long-standing Commission allotment policy, continued interest by an applicant is a prerequisite to the allotment of a new channel. (See, e.g. Amendment of Section 73.622(b), Table of Allotments, Digital Television Broadcast Stations (Pocatello, Idaho), 19 FCC Rcd 10192, ¶ 2 (1999).) PCC further notes that the Commission's Rules state that failure to prosecute an application will be cause for dismissal of that application, and that an applicant's request for return of an application will be regarded as a request for dismissal. (47 C.F.R. §73.3568(a)(1), (d) (2004).) Because PCC hereby withdraws its proposal to become the applicant in this proceeding, the Commission should dismiss the PCC Amendment forthwith.

PCC has no objection to any party's use of any technical materials that PCC previously submitted in this proceeding or to the Commission's processing of the Application in due course. Indeed, PCC's withdrawal of the PCC Amendment does not affect the Universal Settlement Agreement or the initial applicants' Joint Motion, both of which remain pending before the Commission in their initial (i.e., unamended) states. PCC's action, therefore, does not preclude the Commission's ability to evaluate and approve the Universal Settlement Agreement and the Joint Motion.

For the record, PCC does not interpose any objection to the Commission's issuance of the construction permit to TCCM (as proposed in the Joint Motion) or to any other party.

Respectfully submitted,



William L. Watson

Vice President & Assistant Secretary

cc: Howard M. Miles (Counsel to Fant Broadcast Development, L.L.C.)
Thomas J. Dougherty, Jr. (Counsel to Marri Broadcasting, L.P.)
Vincent A. Pepper (Counsel to TCCM)

DECLARATION OF NO CONSIDERATION

I, William L. Watson, do hereby declare, under penalty of perjury, as follows:


I am Vice President and Assistant Secretary of Paxson Communications Corporation ("PCC").

Concurrently herewith, PCC is exercising its right to withdraw its January 30, 1998 amendment (the "PCC Amendment") to the application for a permit to construct a new commercial television station at Mobile, Alabama (FCC File No. BPCDT-960920WX) (the "Withdrawal Notice"). By this amendment, PCC had proposed the substitution of PCC as the applicant in such application in place of Television Capital Corporation of Mobile.

PCC has not received any compensation in return for its Withdrawal Notice.

PCC did not file the PCC Amendment for the purpose of reaching or carrying out a settlement (other than that proposed by the initial applicants for the construction permit). PCC is not filing its Withdrawal Notice for the purpose of reaching or carrying out a settlement.

Approval of the Withdrawal Notice is in the public interest. It will conserve the resources of the parties and the Commission, and it will speed service to the public.


William L. Watson

August 22, 2005

August 22, 2005

VIA REGULAR MAIL

Thomas J. Dougherty, Jr., Esq.
Kilpatrick Stockton, LLP
607 14th Street, N.W., Suite 900
Washington, D.C. 20005

Dear Mr. Dougherty:

Gardner Carton & Douglas LLP ("GCD") is the Escrow Agent under the Escrow Agreement entered into on January 29, 1998 (the "Escrow Agreement"), by GCD, Marri Broadcasting, L.P. ("Marri"), Fant Broadcast Development, L.L.C. ("Fant"), and Television Capital Corporation and its wholly-owned subsidiary Television Capital Corporation of Mobile (together, "TCCM"). We are sending this letter pursuant to the instruction in your December 10, 2002, letter to Philip T. Evans that all correspondence to GCD as Escrow Agent or to counsel for Marri be directed to you.

By this letter, Paxson Communications Corporation ("Paxson") hereby reiterates the statements made and positions asserted in Philip T. Evans' letter to you dated September 3, 2003 (the "September 3, 2003, Letter"), as if they were restated in full here. This letter supplements the September 3, 2003, Letter.

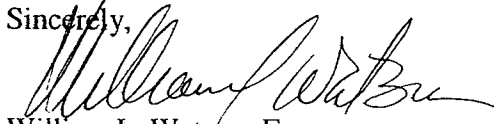
Paxson hereby notifies GCD that on September 2, 2004, a judgment in favor of Paxson in the amount of \$1,551,999.50, plus interest accruing from May 20, 2004, at the per diem rate of \$394.56 until paid (the "Judgment"), was entered by Judge Michael Rankin of the Superior Court of the District of Columbia against TCCM for its failure to comply with its payment obligations under the Promissory Note. A copy of the Judgment is enclosed herewith. A copy of the Promissory Note was provided to you with the September 3, 2003, Letter. That Judgment has been appealed to the District of Columbia Court of Appeals; however, no bond was posted and therefore Paxson is entitled to enforce its Judgment, which currently is in excess of \$1,700,000, and continues to grow since no part of it has been paid.

Since the amount of the Judgment exceeds the Escrow Amount (as defined in the Escrow Agreement), Paxson hereby makes demand upon GCD as Escrow Agent to pay the entire Escrow Amount to Paxson to reduce the amount of the Judgment. In the event GCD releases all or any part of the Escrow Amount without Paxson's express written

Thomas J. Dougherty, Jr., Esq.
Kilpatrick Stockton LLP
August 22, 2005
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consent or "a final order of a court of competent jurisdiction," Escrow Agreement
Section 3, Paxson will hold GCD liable for all amounts so released and any additional
damages it sustains.

Sincerely,



William L. Watson, Esq.
Vice President & Assistant Secretary

Enclosure

cc (w/encl.): Howard M. Miles (*Counsel to Fant Broadcast Development, L.L.C.*)
Vincent A. Pepper (*Counsel to TCCM*)

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

PAXSON COMMUNICATIONS
CORPORATION

Plaintiff/Counter-Defendant

v.

TELEVISION CAPITAL CORPORATION
OF MOBILE and C. ELVIN FELTNER, JR.

Defendants/Counter-Plaintiffs

Civil Action No. 02ca001131
Judge Michael L. Rankin
Calendar #2
Trial
June 14, 2004

TELEVISION CAPITAL CORPORATION
OF MOBILE and C. ELVIN FELTNER, JR.

Third Party Plaintiffs

v.

DOW, LOHNES & ALBERTSON, P.L.L.C.,
JOHN R. FEORE, MICHAEL D. BASILE,
and SCOTT S. PATRICK

Third Party Defendants

ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Upon consideration of Plaintiff Paxson Communications Corporation's ("Paxson") Motion for Summary Judgment, the opposition submitted by Television Capital Corporation of Mobile ("TCCM"), the reply submitted by Paxson, and the arguments made by counsel at a hearing held May 20, 2004, it is this 2nd day of Sept 2004, HEREBY ORDERED that:

1. Paxson's Motion for Summary Judgment is **GRANTED**; and it is further

2. **ORDERED** that **JUDGMENT** be entered in favor of Paxson on its Complaint against TCCM in the amount of one million, five hundred fifty one thousand, nine hundred and ninety-nine dollars and 50 cents (\$1,551,999.50), said sum representing the principal, interest and default interest due on the Promissory Note made by TCCM in favor of Paxson up to and through May 20, 2004, with interest accruing thereafter at the per diem rate of \$394.56 as calculated pursuant to the terms of the Promissory Note; and it is further

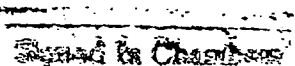
3. **ORDERED** that Counts 1, 2, 3 and 4 of TCCM's Counterclaim are **DISMISSED WITHOUT PREJUDICE**, as the Court has determined that those claims are not ripe for resolution at this time; and it is further

4. **ORDERED** that this Order constitutes a **FINAL ORDER**, as all claims brought in this proceeding (including any claims asserted in the third-party action) have been ruled upon by the Court.

5. The clerk shall mail copies of this Order to all parties.



Judge Michael L. Rankin



DOCKETED SEP 3 2004

MAILED SEP 3 2004

Copies to:

Philip T. Evans, Esquire
Lynn E. Calkins, Esquire
Holland & Knight LLP
2099 Pennsylvania Avenue, N.W.
Suite 100
Washington, D.C. 20006

Richard I. Chaifetz, Esquire
9650 Santiago Road, Suite 8
Columbia, MD 21045

Philip Harvey, Esquire
Venable, Baetjer & Howard LLP
8010 Towers Crescent Drive
Suite 300
Vienna, VA 22182

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PAX

August 22, 2005

VIA CERTIFIED MAIL

Television Capital Corporation of Mobile
c/o C.E. Feltner, Jr.
415 E. 37th Street
Suite 39G
New York, New York 10016

Dear Mr. Feltner:

Reference is made to the Letter Agreement dated January 13, 1998 ("Letter Agreement"), a Promissory Note dated January 29, 1998 ("Promissory Note"), the judgment in favor of Paxson Communications Corporation ("Paxson") in the amount of \$1,551,999.50, plus interest accruing from May 20, 2004, at the per diem rate of \$394.56 until paid (the "Judgment"), entered by Judge Michael Rankin of the Superior Court of the District of Columbia against Television Capital Corporation of Mobile ("TCCM") on September 2, 2004, for its failure to comply with its payment obligations under the Promissory Note, and the Asset Purchase Option dated January 20, 2002, between TCCM and Mobile Broadcasting, Inc. (the "Asset Purchase Option").

This letter constitutes notice to TCCM pursuant to Section 14(c) of the Promissory Note that Paxson hereby formally declares TCCM to be in material breach of its obligations under the Letter Agreement and Promissory Note (hereinafter referred to collectively as the "Promissory Note"), and that Paxson therefore has no further duties or obligations arising out of the Promissory Note.

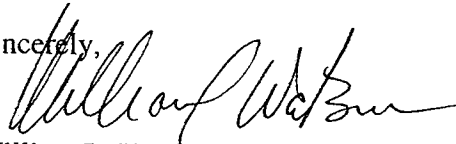
By way of example and not limitation, TCCM has breached Sections 1 and 9(a) of the Promissory Note by failing to make any payments to Paxson, resulting in the Judgment, which also remains unpaid. TCCM has breached Sections 9(b), 9(d) and 9(g) of the Promissory Note by entering into the Asset Purchase Option. TCCM has breached its reporting obligations under Section 11 of the Promissory Note. Each of the Events of Default as defined in Sections 12(a) – (d) of the Promissory Note has occurred. In this regard, pursuant to Section 13 of the Promissory Note, based on certain of those Events of Default, Paxson previously declared that the entire principal balance of the Promissory Note, together with all unpaid interest, was immediately due and payable, resulting in the Judgment. However, as Section 13 of the Promissory Note makes clear, the occurrence of the above-cited Events of Default also entitles Paxson to all other rights and remedies

Mr. C.E. Feltner, Jr.
Television Capital Corporation of Mobile
August 22, 2005
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allowed by law, including this declaration by Paxson that TCCM is in material breach of the Promissory Note and that Paxson therefore has no further duties or obligations arising out of the Promissory Note. Pursuant to Section 14(a) of the Promissory Note, Paxson has had the right to take this action at any time since the occurrence of any of the Events of Default.

By letter of even date, Paxson has notified the Federal Communications Commission of Paxson's withdrawal of its amendment, filed January 30, 1998, to the application for a new television station to serve Mobile, Alabama, styled NEW-TV, Mobile, Alabama, DTV Channel 18 (formerly NTSC Channel 61), MB Docket No. 04-281, RM-11041, FCC File No. BPCDT-960920WX.

Sincerely,

A handwritten signature in black ink, appearing to read "William L. Watson". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

William L. Watson, Esq.
Vice President & Assistant Secretary

cc: Vincent A. Pepper, Esq.