

**AMENDMENT #1 TO
THE AMENDED AND RESTATED SECURITIES PLEDGE AGREEMENT**

This Amendment #1 to the Amended and Restated Securities Pledge Agreement (this "Amendment"), is dated as of December 27, 2007, among Pappas Telecasting Companies, a Nevada corporation ("PTC"), Harry J. Pappas, Dennis J. Davis, LeBon G. Abercrombie (together with PTC, the "Pledgors," and each, a "Pledgor"), and Azteca International Corporation, a Delaware corporation ("AIC").

WHEREAS, on February 11, 2003, Pappas Telecasting of Southern California LLC, a Delaware limited liability company ("Debtor") and AIC entered into an Amended and Restated Credit Agreement and the parties hereto entered into a related Amended and Restated Securities Pledge Agreement (the "Securities Pledge Agreement");

WHEREAS, in connection with such Amended and Restated Credit Agreement, Debtor issued to AIC an Amended and Restated Promissory Note in the original principal amount of \$ [REDACTED], which by the terms of such Amended and Restated Credit Agreement was increased to \$ [REDACTED] (the "Amended and Restated Note");

WHEREAS, on the date hereof, Debtor and AIC are entering into an Amending Agreement (the "Amending Agreement"), to amend such Amended and Restated Credit Agreement;

WHEREAS, on the date hereof, in connection with the Amending Agreement, Debtor shall issue to AIC a Further Amended and Restated Promissory Note in the original principal amount of \$ [REDACTED] (the "Further Amended and Restated Note") against cancellation of the Amended and Restated Note;

WHEREAS, on the date hereof, in connection with the Amending Agreement, the parties hereto wish to amend the terms of the Securities Pledge Agreement such that: (i) each of the Pledgors shall no longer pledge their membership interests in Pappas Telecasting of Arizona, LLC, an Arizona limited liability company, under the Securities Pledge Agreement; (ii) Harry J. Pappas shall no longer be a Pledgor under the Securities Pledge Agreement; and (iii) PTC shall no longer be a Pledgor under the Securities Pledge Agreement;

WHEREAS, it is a condition to the obligation of AIC to accept the Further Amended and Restated Note that each of the parties hereto execute this Amendment; and

NOW, THEREFORE, in consideration of the premises, covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions/ References. All capitalized terms used herein shall have the meanings ascribed to them in the Securities Pledge Agreement unless otherwise specified.

2. Amendments. The Securities Pledge Agreement is hereby amended in accordance with the following terms of this Section 2. The Securities Pledge Agreement shall continue in full force and effect, as amended by this Amendment. All references in this Amendment to Sections of the Securities Pledge Agreement shall mean references to such Sections of the Securities Pledge Agreement as amended by this Amendment. To the extent that any terms of this Amendment conflict with the terms of the Securities Pledge Agreement, the terms of this Amendment shall supersede the terms of the Securities Pledge Agreement.

2.1 All references in the Securities Pledge Agreement to the "Amended and Restated Note" are hereby deleted and replaced with references to the "Further Amended and Restated Note".

2.2 The definition of "Pledgors" in the preamble of the Securities Pledge Agreement is hereby deleted and the term "Pledgors" as defined in Section 1.1 of the Securities Pledge Agreement is hereby deleted and replaced with the following:

"Pledgors" shall mean Dennis J. Davis and LeBon G. Abercrombie."

2.3 All references in the Securities Pledge Agreement to "KSWT-TV" are hereby deleted and the definition of such term in Section 1.1 of the Securities Pledge Agreement is deleted.

2.4 The term "Option Agreement," as defined in Section 1.1 of the Securities Pledge Agreement, is hereby deleted and replaced with the following:

"Option Agreement" shall mean the Option Agreement, dated as of December __, 2007, by and among AIC, Pappas Telecasting Companies, a Nevada corporation, Harry J. Pappas, LeBon G. Abercrombie and Dennis J. Davis."

2.5 Schedule 1.1(c) to the Securities Pledge Agreement is hereby deleted in its entirety and replaced with Exhibit A hereto.

3. General Terms.

3.1 Counterparts. This Amendment may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

3.2 Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of law thereof.

3.3 Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

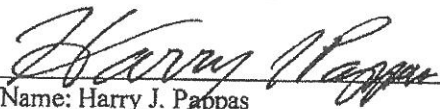
3.4 Affiliation Agreements. The parties hereto acknowledge that, as of the date of this Amendment, the Amended and Restated Affiliation Agreements have been terminated and no dispute resolution requirements set forth therein remain effective as of the date hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement
as of the day and year first above written.

PAPPAS TELECASTING OF SOUTHERN
CALIFORNIA LLC

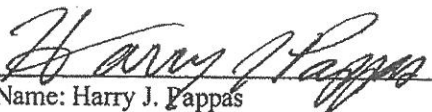
By: PAPPAS TELECASTING
COMPANIES, its Manager

By: 
Name: Harry J. Pappas
Title: Chairman and Chief Executive
Officer

PAPPAS SOUTHERN CALIFORNIA
LICENSE, LLC

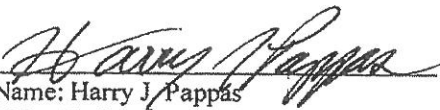
By: PAPPAS TELECASTING OF
SOUTHERN CALIFORNIA LLC, its Sole
Member

By: PAPPAS TELECASTING
COMPANIES, its Manager

By: 
Name: Harry J. Pappas
Title: Chairman and Chief Executive
Officer

PAPPAS TELECASTING OF ARIZONA,
LLC

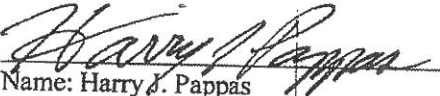
By: PAPPAS TELECASTING
COMPANIES, its Manager

By: 
Name: Harry J. Pappas
Title: Chairman and Chief Executive
Officer

PAPPAS ARIZONA LICENSE, LLC

By: PAPPAS TELECASTING OF
ARIZONA, LLC, its Sole Member

By: PAPPAS TELECASTING
COMPANIES, its Manager

By: 
Name: Harry J. Pappas
Title: Chairman and Chief Executive
Officer

AZTECA INTERNATIONAL
CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

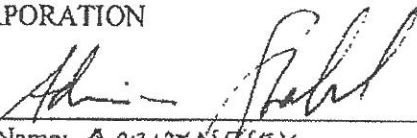
PAPPAS ARIZONA LICENSE, LLC


By: PAPPAS TELECASTING OF
ARIZONA, LLC, its Sole Member

By: PAPPAS TELECASTING
COMPANIES, its Manager

By: _____
Name:
Title:

AZTECA INTERNATIONAL
CORPORATION

By: 
Name: Adrian S. Fiala
Title: CEO

By: 
Name: Honari Alvar
Title: Director