

OPTION AGREEMENT

This OPTION AGREEMENT (this "Agreement") is made as of March 10, 2004 by and between PAPPAS TELECASTING COMPANIES, a Nevada corporation ("Pappas"), and CFM COMMUNICATIONS, LLC, a Delaware limited liability company ("CFM").

W I T N E S S E T H:

WHEREAS, on the date hereof, Pappas has assigned and delegated to CFM all of Pappas' rights and obligations under that certain option (the "WII Option"), granted pursuant to the Option Agreement dated as of June 28, 2002 by and among Lincoln Broadcasting, LLC, a Nebraska limited liability company (the "Company"), World Investments, Inc., a Nebraska corporation (the "Member"), and Pappas, as amended by that First Amendment to Option Agreement dated as of June 20, 2003 by and among the Company, the Member, and Pappas, and as further amended by that Second Amendment to Option Agreement dated as of September 10, 2003 by and among the Company, the Member, and Pappas (as so amended, the "WII Option Agreement") to acquire, at Pappas' election, all of the membership interests held by the Member in the Company, representing one hundred percent (100%) of all of the issued and outstanding membership interests in the Company (the "LLC Interests");

WHEREAS, CFM now desires to grant to Pappas an irrevocable option to acquire the LLC Interests on the terms and conditions set forth herein;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the WII Option Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises, undertakings, covenants, and agreements of the parties contained in this Agreement, and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

1. **Purchase Option.**

(a) CFM hereby grants to Pappas or to its assignee an exclusive and irrevocable option (the "Purchase Option") to acquire from CFM the LLC Interests or CFM's right to purchase the LLC Interests for a price equal to the amount for which CFM shall have acquired the LLC Interests from the Member pursuant to the exercise of the WII Option (the "LLC Acquisition Price"), as adjusted pursuant to Section 1(b) below (the LLC Acquisition Price, as so adjusted, being referred to herein as the "Optioned Interests Exercise Price"), plus (ii) any amounts reasonably expended by CFM to acquire the LLC Interests, or reasonably expended by CFM in connection with CFM's ownership or disposition of the LLC Interests, to the extent such amounts shall exceed the sum of amounts theretofore paid pursuant to clauses (y) and (z) of Section 1(d) hereof.

(b) For purposes of clarification of Section 1(a) hereof, in the event of an acquisition by Pappas of the LLC Interests pursuant to the exercise of the Purchase Option:

(i) within two (2) years of the date on which CFM shall have acquired the LLC Interests, then Pappas shall pay to CFM for the purchase of the LLC Interests the sum of (without duplication): (x) the LLC Acquisition Price, (y) any amounts reasonably expended by CFM to acquire the LLC Interests, or reasonably expended by CFM in connection with CFM's ownership or disposition of the LLC Interests, to the extent such amounts shall exceed the sum of amounts theretofore paid pursuant to clauses (y) and (z) of Section 1(d) hereof, and (z) the lump sum of Fifty-Five Thousand Dollars and No Cents (\$55,000.00);

(ii) on or after two (2) years from the date on which CFM shall have acquired the LLC Interests, then Pappas shall pay to CFM for the purchase of the LLC Interests the sum of (without duplication) the LLC Acquisition Price, plus any amounts provided in Clause (ii) of Subsection 1(a) hereof, as adjusted by adding the CPI Adjustment. For the purpose of this Agreement, the "CPI Adjustment" shall mean, at any time, the Consumer Price Index (All Urban Consumers, U.S., City Average, (1982-1984=100), All Items, published by the U.S. Department of Labor, Bureau of Labor Statistics) expressed as a percentage (such percentage to be calculated on a compounded basis for each year or proportionate portion thereof from the Effective Date (as defined below) to the date of the Closing (as defined below); provided, however, that in no year shall such percentage be a negative number), times the LLC Acquisition Price plus any amounts provided in Clause (ii) of Subsection 1(a) hereof;

(c) In the event that Pappas shall have exercised the Purchase Option prior to the Effective Date (as defined below), CFM, at Pappas' request, shall use its best efforts to pursue a modification to the "Purchase Agreement" (as defined in the WII Option Agreement) to provide for the substitution of Pappas as assignee, or CFM shall enter into a contingent application to the FCC for the FCC's consent to the voluntary transfer of the LLC Interests to Pappas, such contingent application to be filed and prosecuted simultaneously with the Applications; provided however, that should such modification not be attainable, or if the Applications or the aforesaid contingent application shall not have been granted, and/or the Closing (as defined in the WII Option Agreement) shall not have occurred, through no fault or default on the part of CFM, by the date specified in clause (z)(iii) of Section 1(d) hereof, CFM shall not be held liable to Pappas. The amount that Pappas shall pay to CFM in consideration for such exercise prior to the Effective Date shall be the amount of any and all expenses reasonably incurred by CFM in

connection with the transactions contemplated in the Assignment Agreement between CFM and Pappas of even date herewith (the "Assignment Agreement") to the extent that such aggregated expenses shall have exceeded the sum of amounts paid to date pursuant to clauses (y) and (z) of Section 1(d) hereof. For the purpose of this Agreement, the "Effective Date" shall mean the date on which CFM shall have acquired the LLC Interests from the Member pursuant to the exercise of the WII Option.

(d) The Purchase Option shall be exercisable by Pappas or by Pappas' assignee at any time during the period (the "Option Period") beginning on the date hereof and ending on the date which is eight (8) years after the Effective Date; provided, however, that, at Pappas' election, the Option Period may be extended for one (1) additional eight (8) year term. In consideration of the Purchase Option, Pappas (y) has paid to CFM on the date hereof the lump sum of Fifty Thousand Dollars and No Cents (\$50,000.00), and (z) shall pay to CFM the sum of Twenty Thousand Dollars and No Cents (\$20,000.00) on June 11, 2004 and at the end of every three (3) month period thereafter until the earlier of (i) March 11, 2005, (ii) the Effective Date, or (iii) the date on which the optionee's rights under the WII Option Agreement shall have been terminated by the Company or by the Member pursuant to Section 13.01(b) of the Purchase Agreement (as defined in the WII Option Agreement), as amended, (the sums paid or payable to CFM by Pappas, pursuant to these Sections 1(d) and 1(e) collectively referred to herein as the "Option Price"), as a non-refundable payment for the Purchase Option granted herein; provided, however, that the Option Price shall not exceed thirty-three percent (33%) of the LLC Acquisition Price. The Option Price shall not be credited against the Optioned Interests Exercise Price. The receipt of the initial payment of the Option Price, and the sufficiency of the Option Price, are hereby acknowledged by CFM.

(e) In addition to the amounts paid and payable under Section 1(d) hereof, Pappas shall also pay to CFM: (i) Five Thousand Dollars and No Cents (\$5,000.00) each month, commencing on October 1, 2004 and ending on the earlier of (y) March 1, 2005, or (z) the Effective Date; and (ii) in the event that the optionee's rights under the WII Option Agreement shall have been terminated by the Company or by the Member pursuant to Section 13.01(b) of the Purchase Agreement (as defined in the WII Option Agreement), the lump sum of Forty Thousand Dollars and No Cents (\$40,000.00) payable within three (3) business days after the date on which the optionee's rights under the WII Option Agreement shall have been terminated by the Company or by the Member pursuant to Section 13.01(b) of the Purchase Agreement (as defined in the WII Option Agreement), as amended.

2. **Put Option.**

(a) Pappas hereby grants to CFM or to its permitted assignee an exclusive and irrevocable option (the "Put Option") to cause Pappas or Pappas' designee to acquire the LLC Interests for a price equal to the Optioned Interests Exercise Price determined in the manner provided for in Section 1 hereof.

(b) The Put Option shall be exercisable by CFM in writing at any time after the twenty-fourth (24th) month following the Effective Date.

(c) In the event that at the time that CFM shall have exercised the Put Option, Pappas shall be qualified to acquire the LLC Interests from CFM under the then-effective rules and regulations of the FCC, or Pappas or its designee shall not be qualified but desires to seek and reasonably believes that it will obtain a grant of any necessary waivers of the applicable FCC rule(s) to permit it to acquire the LLC Interests, Pappas or its designee shall expend its best efforts to close the purchase from CFM of the LLC Interests as expeditiously as possible. In the

event that at such time Pappas shall not be so qualified, and shall not desire to seek a waiver of any applicable FCC rule(s) that would not permit its acquisition of the LLC Interests, Pappas shall expend its best efforts to identify a designee who shall be so qualified (or shall reasonably anticipate becoming so qualified, or shall reasonably believe that it will obtain a grant of any necessary waivers of the applicable FCC rule(s) to permit it to acquire the LLC Interests, within a period of time whose passage would not materially delay the closing of such designee's purchase of the LLC Interests from CFM), and such designee shall agree to expend its best efforts to close the purchase from CFM of the LLC Interests as expeditiously as possible. If Pappas or its designee shall be unable to close such purchase within an eight (8) month period from and after CFM's notice to Pappas of CFM's exercise of the Put Option, then: (i) Pappas or its designee shall continue to expend its best efforts to close such purchase as expeditiously as possible; and (ii) the annual payments due to CFM pursuant to the Time Brokerage Agreement (the "TBA") between CFM and Pappas referenced in Section 5(d) of the Assignment Agreement (the "Assignment Agreement") between CFM and Pappas of even date herewith shall increase from One Hundred Thousand Dollars and No Cents (\$100,000.00) to One Hundred Forty Thousand Dollars and No Cents (\$140,000.00).

3. **Exercise of Purchase Option.**

(a) **Notice of Exercise.** Pappas or its designee may exercise the Purchase Option by delivering written notice to CFM of such exercise at any time during the Option Period; provided, however, that if the Closing shall not occur and time remains in the Option Period, then the Option shall not expire and Pappas or its designee may again exercise its rights hereunder, provided, that (i) such exercise shall be within the Option Period; (ii) such exercise shall be consistent with the provisions of this Agreement; (iii) Pappas or its designee shall at all

times diligently and in good faith pursue the consummation of the transactions in conformance with the terms hereof; and (iv) Pappas and its designee shall not be in default under this Agreement.

(b) **Purchase Agreement.**

(i) Promptly following Pappas' exercise of the Purchase Option, Pappas and CFM will enter into a Purchase Agreement (the "CFM/Pappas Purchase Agreement") providing for the acquisition by Pappas of the LLC Interests, such CFM/Pappas Purchase Agreement to be in form and substance reasonably satisfactory to Pappas and to CFM, provided, however, that in the event that there are unresolved issues after reasonable good faith negotiations between the parties, and such issues are addressed and resolved by Exhibit D (the "Mitts/CFM Agreement") to the Assignment Agreement between Pappas Telecasting of the Midlands and CFM dated as of February 20, 2004, then the Mitts/CFM Agreement shall serve as a model for resolution of such unresolved issues in the context of the CFM/Pappas Purchase Agreement. The consummation of the transactions contemplated by the CFM/Pappas Purchase Agreement is referred to herein as the "Closing."

(ii) Pappas does not assume, and shall not be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations, or commitments of CFM of any nature whatsoever, except (i) as provided by Section 7.5 of the WII Option Agreement, which requires Pappas to guaranty CFM's performance of Pappas' obligations under the WII Option Agreement and/or the LLC Interest Purchase Agreement appended as Exhibit A to the WII Option Agreement, and (ii) any other liabilities, obligations, and commitments of CFM that have been specifically approved by Pappas in writing.

(c) **Payment of Exercise Price.** Payment of the Optioned Interests Exercise Price, plus such sums as provided in clause (ii) of Section 1(a) hereof, shall be made at the Closing by wire transfer to an account designated by CFM of immediately-available federal funds.

4. **Representation and Warranties.**

(a) CFM represents and warrants to Pappas that:

(i) **Organization and Standing.** CFM is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, and has full power and authority to own, lease, and operate its properties and to carry on its business as now being conducted or proposed to be conducted, and to carry out the transactions contemplated by this Agreement. CFM is, or, as of the Effective Date will be, qualified to do business in every jurisdiction, if any, in which the nature of its business or the ownership or leasing of its properties requires such qualification.

(ii) **Power and Authority; Binding Obligations.** The execution and delivery of, and the performance of CFM's obligations pursuant to, this Agreement by CFM have been duly and validly authorized and approved by all necessary action on the part of CFM. CFM has full power and authority to execute and deliver, and to perform its obligations under, this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by CFM and constitutes a valid and binding obligation of CFM, enforceable against CFM in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting generally the enforcement of creditors' rights and by the application of general principles of equity.

(iii) **No Conflicts.** Neither the execution and delivery of this Agreement by CFM, nor the consummation by CFM of the transactions contemplated hereby, (A) violates any provision of CFM's certificate of formation, operating agreement, or other organizational or charter document of CFM; (B) to the best of CFM's knowledge, violates in any material respect any provision of law, or any judgment, order, injunction, decree, rule, regulation, or ruling of any governmental authority, which is applicable to CFM or to its assets or properties; (C) will, with or without the giving of notice or the passage of time, or both, materially conflict with, or result in any material breach of, any of the terms or conditions of, or constitute a material default under, any mortgage, agreement, or other instrument to which CFM is a party or by which CFM or its assets are or will be bound; or (D) will result in the creation of any lien upon any CFM's assets.

(iv) **Consents.** No consent, approval, permit, or authorization of, or declaration to, or filing with, any governmental or regulatory authority, or other third party, is required for the execution and delivery by CFM of this Agreement or for the consummation by CFM of the transactions contemplated hereby, except for (i) the approval by the FCC of the transfer of control over the Company to Pappas or to its designee following the exercise of the Purchase Option or the Put Option, and (ii) the requirement that a copy of this Agreement be filed with the FCC.

(v) **No Other Agreements.** There is no security, option, warrant, right, call, subscription agreement, trust, commitment, encumbrance, or understanding of any nature whatsoever, fixed or contingent, to which CFM is a party that would prohibit or restrict CFM's performance under this Agreement.

(vi) **FCC Qualification.** To the best of its knowledge, CFM is qualified under the Communications Act of 1934, as amended (the “Act”), and the rules, regulations, and policies of the FCC, to acquire the LLC Interests.

(vii) **Litigation.** CFM is not subject to any judgment, award, order, writ, injunction, arbitration decision, or decree, and there is no litigation, action, suit, claim, proceeding, or investigation pending, or, to CFM’s knowledge, threatened, against CFM in any federal, state, or local court, or before any administrative agency or arbitrator, or before any other tribunal duly authorized to resolve disputes, which would, in any such case, materially and adversely affect CFM’s ability to consummate the transactions contemplated by this Agreement.

(b) Pappas represents and warrants to CFM that:

(i) **Organization.** Pappas is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and has full power and authority to own, lease, and operate its properties and to carry on its business as it is now being conducted and to carry out the transactions contemplated by this Agreement.

(ii) **Power and Authority; Binding Obligations.** The execution and delivery of, and the performance of Pappas’ obligations pursuant to, this Agreement by Pappas have been duly and validly authorized and approved by all necessary action on the part of Pappas. Pappas has full power and authority to execute and deliver, and to perform its obligations under, this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by Pappas and constitutes a valid and binding obligation of Pappas, enforceable against Pappas in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, or other laws

relating to or affecting generally the enforcement of creditors' rights and by the application of general principles of equity.

(iii) **No Conflicts.** Neither the execution and delivery of this Agreement by Pappas, nor the consummation by Pappas of the transactions contemplated hereby, (A) violates any provision of Pappas' articles of incorporation, by-laws, or other organizational or charter document of Pappas; (B) to the best of Pappas' knowledge, violates in any material respect any provision of any law, or any judgment, order, injunction, decree, rule, regulation, or ruling of any governmental authority, which is applicable to Pappas or to its assets or properties; or (C) will, with or without the giving of notice or the passage of time, or both, materially conflict with, or result in any material breach of, any of the terms or conditions of, or constitute a material default under, any mortgage, agreement, or other instrument to which Pappas is a party or by which Pappas or its assets are or will be bound.

(iv) **Consents.** No consent, approval, permit, or authorization of, or declaration to, or filing with, any governmental or regulatory authority, or other third party, is required for the execution and delivery by Pappas of this Agreement or for the consummation by Pappas of the transactions contemplated hereby, except for (i) the approval by the FCC of the transfer of control of the Company to Pappas or to its designee following the exercise of the Purchase Option or the Put Option, and (ii) the requirement that a copy of this Agreement be filed with the FCC.

(v) **Litigation.** Pappas is not subject to any judgment, award, order, writ, injunction, arbitration decision, or decree, and there is no litigation, action, suit, claim, proceeding, or investigation pending, or, to Pappas' knowledge, threatened, against Pappas in any federal, state, or local court, or before any administrative agency or arbitrator, or before any

other tribunal duly authorized to resolve disputes, which would, in any such case, materially and adversely affect Pappas' ability to consummate the transactions contemplated by this Agreement.

5. **Covenants of CFM.** CFM covenants and agrees with Pappas that:

(a) Following CFM's acquisition of the LLC Interests, CFM will use its best efforts to maintain and preserve the LLC Interests and, subject to the TBA, any Station Construction Agreement, or any Joint Sales Agreement that the parties may enter into, as contemplated in the Assignment Agreement, the FCC authorization for Channel 51 in Lincoln, Nebraska (the "Authorization") in all material respects, including, but not limited to, complying with federal, state, and local laws, rules, regulations, and policies applicable to the LLC Interests and the Authorization.

(b) Subject to the TBA, any Station Construction Agreement, or any Joint Sales Agreement that the parties may enter into, as contemplated in the Assignment Agreement, CFM will use its best efforts to do, or to cause to be done, all things necessary and appropriate to operate pursuant to the Authorization in a manner that conforms to the customary standards and commercial business practices applicable to television broadcast stations.

(c) CFM shall not take any action, nor suffer or permit any other person within CFM's control to take any action, which would frustrate the intention of the parties under this Agreement.

(d) CFM shall not assign, transfer, lease, license, sell, mortgage, pledge, dispose of, or encumber (collectively, "Transfer") the LLC Interests or any assets necessary for operation under the Authorization, or any of CFM's rights and obligations under the WII Option Agreement, to any third party (a "Transferee"), other than (i) Transfers of immaterial portions of

the assets used in CFM's operation under the Authorization in the ordinary and usual course, and
(ii) Transfers to Pappas.

(e) CFM will use its best efforts to consummate the acquisition of the LLC Interests pursuant to the WII Option Agreement as soon as practicable and shall use all commercially reasonable efforts to enforce its rights under the WII Option Agreement to effectuate the closing of the transaction contemplated in the WII Option Agreement at the earliest practicable date.

6. **[Reserved]**.

7. **Brokers**. Each of the parties hereto represents and warrants to the other party that there were no brokers or agents employed by such representing party in connection with the negotiation, execution, and delivery of this Agreement, and each party agrees to defend, indemnify, and save the other party harmless, from and against any and all cost, expense, or liability for any compensation, commissions, or charges claimed by a broker or agent as a result of the indemnifying party's dealings in connection with this Agreement or otherwise.

8. **Indemnification**.

(a) **Survival of Representations and Warranties**. The several representations, warranties, covenants, and agreements of the parties contained in this Agreement (or in any document, certificate, schedule, or exhibit delivered or to be delivered in connection herewith) shall be deemed to be material and to have been relied upon by CFM, on the one hand, and by Pappas, on the other hand, notwithstanding any investigation made by CFM or by Pappas, as the case may be, and shall survive for one (1) year after the expiration or termination of this Agreement.

(b) **Indemnification by CFM**. CFM agrees to indemnify, and to hold Pappas harmless, from and against, and in respect of, any and all liability, loss, damage, claim, or injury,

together with all reasonable costs and expenses relating thereto, including legal and accounting fees and expenses ("Losses"), incurred by Pappas and arising out of or resulting from:

(i) Any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of CFM under this Agreement, or from any misrepresentation in or omission from any exhibit, schedule, document, certificate, statement, or other instrument furnished or to be furnished to Pappas hereunder; and

(ii) Any wrongful or negligent act of CFM in connection with the transactions contemplated by this Agreement;

provided, however, that, if the FCC shall deny the Applications as a consequence of any circumstance, condition, or event not constituting a default by CFM of its obligations under this Agreement or under the Assignment Agreement or if the WII Option shall expire or shall be lawfully terminated by the Company or the Member in accordance with the terms thereof, CFM shall not be liable to Pappas nor be required to indemnify Pappas for such loss.

(c) **Indemnification by Pappas.** Pappas agrees to indemnify, and to hold CFM harmless, from and against, and in respect of, any Losses incurred by CFM and arising out of or resulting from:

(i) Any misrepresentation, breach of warranty, or nonfulfillment of any agreement or covenant on the part of Pappas under this Agreement, or from any misrepresentation in or omission from any exhibit, schedule, document, certificate, statement, or other instrument furnished or to be furnished to CFM hereunder; and

(ii) Any wrongful or negligent act of Pappas in connection with the transactions contemplated by this Agreement.

9. **Assignability; Successors.**

(a) This Agreement shall be fully transferable and assignable by Pappas to any third party (provided, that such party shall be (or shall reasonably anticipate becoming, within a period of time whose passage would not materially delay the closing of such party's purchase of the LLC Interests from CFM) qualified under the Act and the rules, regulations, and policies of the FCC to be the holder of the LLC Interests, and provided further, that such party shall agree in a writing delivered to CFM to be fully bound by the terms and conditions hereof) at any point prior to the end of the Option Period, upon delivery of written notice thereof to CFM, but without the consent of CFM, provided, that Pappas will guaranty its designee's performance of Pappas' obligations hereunder and confirm same in its notice of assignment. This Agreement shall be transferable or assignable by CFM only with the prior written consent of Pappas, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that CFM acknowledges that any assignment by CFM shall require the assignee to provide a written confirmation to Pappas of such assignee's agreement to be bound by the terms of this Agreement.

(b) This Agreement shall not terminate upon the sale or any other transfer of control of the equity in CFM, the sale or assignment of the LLC Interests, or the sale or conveyance of any assets used in the operation under the Authorization, to any successor to CFM other than Pappas or its designee, and such successor shall be bound by the terms and conditions of this Agreement to the same extent as CFM is so bound; provided, however, that nothing in this Section 9(b) shall limit any prohibition or restriction contained in this Agreement on CFM's ability to transfer, encumber, or otherwise dispose of any of such equity, LLC Interests, or assets.

(c) This Agreement shall inure to the benefit of, and be binding upon, CFM, Pappas, and their respective successors and permitted assigns.

10. **FCC Consent.** Should Pappas or its designee exercise the Purchase Option, or should CFM exercise the Put Option, the parties hereto shall fully and diligently prepare, file, and prosecute before the FCC all applications, petitions, waiver requests, amendments, rulemaking comments, and other related documents in order to secure the FCC's consent to the transfer of control of the Company from CFM to Pappas or to its designee, pursuant to the terms of this Agreement, at the earliest practicable date. Such applications shall be filed with the FCC: (a) within fifteen (15) business days after the date upon which Pappas or its designee shall have given notice to CFM of Pappas' or its designee's exercise of the Purchase Option; or (b) after the date upon which CFM shall have given notice to Pappas of CFM's exercise of the Put Option, provided, that at such time Pappas is qualified to acquire the LLC Interests, or Pappas shall not be qualified but desires to seek and reasonably believes it will obtain a grant of any necessary waivers of the applicable FCC rule(s) to permit it to acquire the LLC Interests; provided further, that if Pappas shall not be so qualified, and shall not desire to seek a waiver of any applicable FCC rule(s) that would prevent its acquisition of the LLC Interests, then within fifteen (15) business days after Pappas identifies a designee that is qualified (or shall reasonably anticipate becoming so qualified, or shall reasonably believe that it will obtain a grant of any necessary waivers of the applicable FCC rule(s) to permit it to acquire the LLC Interests, within a period of time whose passage would not materially delay the closing of such designee's purchase of the LLC Interests from CFM). CFM and Pappas shall each bear its own expenses in securing such FCC consent. Any FCC application filing fee shall be paid by Pappas or by its designee.

11. **Term.**

If Pappas or its designee shall fail to have exercised the Purchase Option within the Option Period, this Agreement shall automatically expire. If Pappas or its designee shall

exercise the Purchase Option within the Option Period, this Agreement shall expire upon the Closing.

12. **Notices.** All notices, requests, demands, and other communications that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when sent by facsimile transmission, or on the third day after mailing, if mailed by certified or registered United States mail, postage prepaid, return-receipt requested, as follows:

a. If to Pappas, to:

Pappas Telecasting Companies
500 South Chinowth Road
Visalia, California 93277
Facsimile: (559) 733-7878
Attention: Mr. Harry J. Pappas

with a copy to (which, by itself, shall not constitute notice to Pappas):

Paul, Hastings, Janofsky & Walker LLP
1299 Pennsylvania Avenue, N.W.
Tenth Floor
Washington, D.C. 20004 - 2400
Facsimile: (202) 508-8578
Attention: John Griffith Johnson, Jr., Esq.

If to CFM, to:

CFM Communications, LLC
c/o Midwest Franchise Corp.
212 South 74th Street, Suite 202
Omaha, Nebraska 68114
Facsimile: (402) 397-0932
Attention: Carol F. Miller

with a copy to (which, by itself, shall not constitute notice to CFM):

Fletcher, Heald & Hildreth, PLC
1300 North Seventeenth Street
Eleventh Floor

Arlington, Virginia 22209 - 3801
Facsimile: (703) 812-0486
Attention: Kathleen Victory, Esq.

or to such other address as any party shall have designated by notice in writing to the other party.

13. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remainder of this Agreement shall not be affected thereby in such jurisdiction, nor shall the provision so held to be invalid, illegal, or unenforceable in such jurisdiction be deemed to be invalid, illegal, or unenforceable in any other jurisdiction, and the parties agree to use their best efforts to negotiate a replacement provision that shall be neither invalid, illegal, nor unenforceable.

14. **Counterparts**. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one (1) and the same instrument, and shall become effective when each of the parties hereto shall have had delivered to it this Agreement duly executed by the other party hereto. Delivery of a facsimile copy of this Agreement, including delivery of a facsimile copy of any party's execution of a counterpart hereof, shall be effective as delivery of an original thereof.

15. **Headings**. The headings in this Agreement are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

16. **Governing Law**. This Agreement shall be construed under, and in accordance with, the laws of the State of California applicable to contracts made and to be performed wholly within such State, without giving effect to the principles of conflict of laws of such State.

17. **Specific Performance.** The parties recognize and acknowledge that in the event that either of them shall fail to perform its obligations under the terms of this Agreement, money damages alone would not be adequate to compensate the other party. The parties, therefore, agree and acknowledge that in the event that either of them shall fail to perform its obligations under this Agreement, the other party shall be entitled to injunctive relief and/or to a decree of specific performance in order to prevent or to cure such failure, and to enforce specifically the terms and provisions hereof, in addition to any monetary damages and any other rights and remedies on account of such failure.

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

PAPPAS TELECASTING COMPANIES

By: _____

Harry J. Pappas

Chairman, President and CEO

CFM COMMUNICATIONS, LLC

By: _____

Carol F. Miller

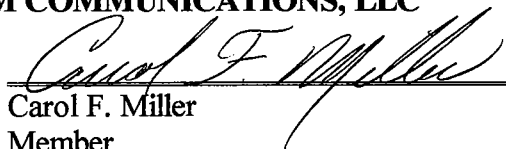
Member

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

PAPPAS TELECASTING COMPANIES

By: _____
Harry J. Pappas
Chairman, President and CEO

CFM COMMUNICATIONS, LLC

By: 
Carol F. Miller
Member