

**NEWS-PRESS & GAZETTE COMPANY  
AMENDED AND RESTATED  
VOTING TRUST AGREEMENT**

This **Amended and Restated Voting Trust Agreement**, dated as of May 20, 2002, by and among the persons (the "Shareholders") executing this Agreement as holders of capital stock of News-Press & Gazette Company, a Missouri corporation (the "Company"), and Henry H. Bradley and David R. Bradley, and their successors, as voting trustees (in such capacity, the "Voting Trustee").

The Shareholders are holders of Voting Trust Certificates under the Voting Trust Agreement dated May 1, 1999 (the "Original Agreement"), which created a voting trust (the "Voting Trust") that currently holds all of the Class A Common Stock (voting), no par value per share, of the Company (the "Stock"); and

In order to ensure the safe and competent management of the Company in the interest of and for the benefit of the parties hereto and in order to induce Henry H. Bradley and David R. Bradley to make additional gifts of Stock, the parties hereto desire to amend and restate the terms of the Original Agreement; and

**NOW, THEREFORE**, the parties hereto hereby agree that the terms of the Original Agreement are hereby amended and restated in their entirety as follows:

1. **Registration of Voting Trust Stock.** Simultaneously with the execution of this Agreement, the Shareholders shall deposit with the Voting Trustee all of the shares of Stock owned by each of them by delivery to the Voting Trustee of certificates representing such shares of Stock, together with stock powers, duly endorsed in blank, transferring such certificates to the Voting Trustee. The Voting Trustee is fully authorized to take such action as is necessary to effect the transfer of such shares of Stock to, and in the name of, the Voting Trustee on the books of the Company (and also to cause any further transfers of such shares to be made which become necessary through any change of the persons holding the office of Voting Trustee, as hereinafter provided). The certificates for Stock transferred and delivered to the Voting Trustee pursuant to this Agreement shall be surrendered by the Voting Trustee to the Company and canceled, and new certificates therefor shall be issued to and held by the Voting Trustee in the name of the Voting Trustee, in its capacity as such (such shares of Stock and any other shares of Stock that may in the future be deposited in the Voting Trust being referred to herein as the "Voting Trust Stock"). Upon receipt by the Voting Trustee of the certificates for such shares of Stock and upon the transfer of such shares of Stock into the name of the Voting Trustee, the Voting Trustee shall hold the Voting Trust Stock, as shareholder of record, subject to the terms and conditions of this Agreement. The Voting Trustee shall request the Company to state in the stock ledger of the Company that the shares of Stock transferred or issued to the Voting Trustee were transferred or issued pursuant to this Agreement.

2. **Stock Certificates.** On all certificates representing Voting Trust Stock, in addition to any other legend that may be required, the following legend shall be appended:

The shares of Common Stock evidenced by this stock certificate are subject to certain restrictions, including restrictions on voting and on transfer, contained in the Voting Trust Agreement dated as of May 1, 1999, as amended, and are issued pursuant to such Voting Trust Agreement. By accepting this stock certificate, the holder hereof agrees to be bound by all of the provisions of such Voting Trust Agreement, which is available for inspection by the holder hereof at the principal office of the Company during regular business hours.

3. **Issuance of Voting Trust Certificates.** The Voting Trustee shall issue to each of the Shareholders, in exchange for the Voting Trust Stock delivered hereunder, a voting trust certificate substantially in the form attached as Exhibit A hereto (a "Voting Trust Certificate"). Except as otherwise provided herein, all options, rights of purchase and other powers and privileges affecting the Voting Trust Stock represented by a Voting Trust Certificate shall attach to such Voting Trust Certificate.

4. **Voting of the Voting Trust Stock.** The Voting Trustee (acting by majority consent if more than one person is serving as Voting Trustee) shall have the exclusive right to exercise, in person or by its nominees or proxies or by written consent, all voting rights and powers granted under The General and Business Corporation Law of Missouri in respect of all Voting Trust Stock deposited hereunder, and to take part in, or consent to, any corporate or shareholder action of any kind whatsoever (including calling such meetings and taking such other actions as may be permitted under the Company's Articles of Incorporation and Bylaws). In the event that the shareholders of the Company are asked to vote or grant consents with respect to any action, the Voting Trustee shall vote the Voting Trust Stock (or act by written consent) with respect to such vote in the manner and to the extent that it shall determine in its sole discretion, regardless of any instructions that may be given by the holders of the Voting Trust Certificates to, or otherwise received by, the Voting Trustee. If more than one individual is serving as a Voting Trustee, all actions of the Voting Trustee shall require a majority consent of all of the duly qualified and acting Voting Trustees (unless a greater percentage is specified in this Agreement).

5. **Transfers of Certificates.**

(a) Upon notice from a Certificate Holder that such holder has transferred all or any part of any Voting Trust Certificates of which it is the record owner and the tender to the Voting Trustee for cancellation of the Voting Trust Certificates all or part of which has been transferred, the Voting Trustee shall promptly cause new Voting Trust Certificate(s) to be issued in the name of such transferee(s) for the number of shares transferred and in the case of the transfer of only part of a Voting Trust Certificate, the Voting Trustee shall cause a new Voting Trust Certificate to be issued in the name of such holder for the remaining number of shares.

WA 644922.2

(b) If any mutilated Voting Trust Certificate is surrendered to the Voting Trustee, or the Voting Trustee receives evidence to its satisfaction that any Voting Trust Certificate has been destroyed, lost or stolen, and upon proof of ownership satisfactory to the Voting Trustee together with such security or indemnity as may be requested, in the case of destroyed, lost or stolen Voting Trust Certificates, by the Voting Trustee to save it harmless, the Voting Trustee shall execute and deliver a new Voting Trust Certificate for the same number of shares of Voting Trust Stock as the Voting Trust Certificate so mutilated, destroyed, lost or stolen.

(c) Prior to due presentment of a Voting Trust Certificate for transfer in compliance with the requirements of Section 5(a), the Voting Trustee may treat the registered holder of any Voting Trust Certificate as the owner thereof for all purposes whatsoever, and the Voting Trustee shall not be affected by notice to the contrary.

## 6. **Termination.**

(a) The Voting Trust created hereby shall terminate on the earliest of:

(i) the time that both Henry H. Bradley and David R. Bradley shall be unable or unwilling to serve as Voting Trustee (whether by death, disability, resignation or otherwise); provided, however, that if such time occurs before November 21, 2007 (the "Expiration Date"), the Voting Trust created hereby shall survive until the earlier of (A) the Expiration Date or (B) the affirmative vote to terminate the Voting Trust by holders of Voting Trust Certificates representing seventy-five percent (75%) or more of the Voting Trust Stock;

(ii) the delivery to the holders of the Voting Trust Certificates and the Company of a written notice duly adopted and executed by the Voting Trustee expressly terminating the Voting Trust (provided, that if more than one Voting Trustee is then serving as Voting Trustee, such notice must be adopted and executed by all Voting Trustees); or

(iii) the first date on which the Voting Trustee shall no longer hold any Voting Trust Stock.

(b) Upon the termination of this Voting Trust, the Voting Trust Certificates representing the Voting Trust Stock shall be deemed canceled and, upon the surrender of such certificates to the Voting Trustee, the Voting Trustee shall deliver the certificates representing the Voting Trust Stock relating to such Voting Trust Certificates duly endorsed by the Voting Trustee for transfer to the holder of the applicable Voting Trust Certificate.

7. **Dividends.** The Voting Trustee shall not be entitled to retain any dividends or other distributions of cash or other property or securities (other than additional shares of Stock or other securities having any direct or contingent voting power to either elect directors of the Company or to vote on any other matter relating to the Company ("Voting Securities")), if any, with respect to the Voting Trust Stock and such distributions (other than distributions of Voting Securities), if any, shall

WA 644922.2

be paid by the Voting Trustee to the registered holders of the Voting Trust Certificates immediately upon receipt by the Voting Trustee. Any distributions paid in Voting Securities shall be deposited into the Voting Trust and a Voting Trust Certificate shall be delivered to the beneficial owner of such Voting Securities evidencing such deposit.

8. **Subscription Rights.** In case any stock or other securities of Company are offered for subscription to the holders of the Voting Trust Stock deposited in the Voting Trust, through options, rights or otherwise, promptly upon receipt of notice of such offer, the Voting Trustee shall mail a copy of the notice to the registered holders of the Voting Trust Certificates. Upon receipt by the Voting Trustee, at least five days prior to the last day fixed by Company for subscription and payment, of a request from any holder of Voting Trust Certificates to subscribe in such holder's behalf, accompanied by the sum of money required to pay for such capital stock or securities (not in excess of the amount subject to subscription in respect to the shares of Voting Trust Stock represented by the Voting Trust Certificate held by such holder), the Voting Trustee shall make such subscription and payment on behalf of the holder and, upon receiving from Company the certificates for stock or securities so subscribed for, shall issue to such holder a Voting Trust Certificate in respect thereof if the stock or securities are Voting Securities but if they are not Voting Securities, the Voting Trustee shall mail or deliver such securities to the holder in whose behalf the subscription was made, or may instruct Company to make delivery directly to the holder entitled thereto.

9. **Compensation of Voting Trustee.** The Voting Trustee acknowledges that it shall not be entitled to receive a fee from the holders of the Voting Trust Certificates with respect to its services hereunder.

10. **Successor Voting Trustee.** A Voting Trustee may resign at any time by giving written notice 30 days prior to the date of such resignation to the holders of the Voting Trust Certificates and the other Voting Trustee(s), if any. If at any time Henry H. Bradley or David R. Bradley should die, resign, become incapacitated, or for any reason whatsoever be unable or unwilling to act as Voting Trustee, the other of them shall serve as the sole Voting Trustee hereunder. If at any time both Henry H. Bradley and David R. Bradley should have died, resigned, become incapacitated, or for any reason whatsoever be unable or unwilling to act as Voting Trustee, then each of Lyle E. Leimkuhler, Bill Severn and Lee Sawyer shall serve as a successor Voting Trustee hereunder so long as he is an employee of the Company or one of its subsidiaries at the time that both Henry H. Bradley and David R. Bradley shall have ceased to act as Voting Trustee. If, while one or both of Henry H. Bradley and David R. Bradley be acting as Voting Trustee, one or more of the successor Voting Trustees shall cease to be employed by the Company or one of its subsidiaries or otherwise be unable or unwilling to serve as Voting Trustee, then the Voting Trustee shall appoint another successor Voting Trustee to fill that vacancy. If, at any time while neither Henry H. Bradley and David R. Bradley are serving as Voting Trustee, one or more of the successor Voting Trustees should die, resign, become incapacitated, or for any reason whatsoever be unable or unwilling to serve as Voting Trustee, the other successor Voting Trustee(s) shall appoint another successor Voting Trustee(s) by written notice thereof to the holders of Voting Trust Certificates so that there shall be, at all times after neither Henry H. Bradley nor David R. Bradley are serving as Voting Trustees, a total of three Voting Trustees. Upon the acceptance in writing by a successor

WA 644922.2

Voting Trustee of any appointment as Voting Trustee hereunder and the agreement in writing of such successor Voting Trustee to be bound by the obligations contained in this Agreement, such successor Voting Trustee shall succeed to and become vested with all the rights, powers, privileges and duties of the Voting Trustee.

11. **Concerning the Trustee.**

(a) The Voting Trustee shall have all requisite power, authority and discretion as shall be necessary or appropriate to enable it to take all such actions as it is required to take pursuant to this Agreement. In voting the Voting Trust Stock or otherwise fulfilling its duties under this Agreement, the Voting Trustee shall have no liability hereunder except for its willful failure or a failure resulting from its lack of exercise of reasonable diligence to comply with the terms of this Agreement as trustee hereunder.

(b) The Voting Trustee shall be protected and shall incur no liability for, or in respect of, any action taken or omitted to be taken or anything suffered by it in reliance upon any notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.

(c) The Voting Trustee shall be obligated to perform such duties and only such duties as are herein specifically set forth, and no implied duties or obligations shall be read into this Agreement except to the extent the same shall inure to the benefit of the Voting Trustee. The Voting Trustee shall not be under any obligation to take any action hereunder for which it may incur any expense or liability unless it is otherwise expressly obligated to take such action hereunder at its own expense or liability.

(d) The Voting Trustee shall file a copy of this Agreement in the principal office of the Company. The Voting Trustee shall request that such office keep such copy open to the inspection of any holder of a Voting Trust Certificate, daily during business hours.

12. **No Legal Title to Voting Trust Stock in Holders of Voting Trust Certificates.**

The holders of Voting Trust Certificates shall not have legal title to any part of the Voting Trust Stock and shall not be entitled to transfer or convey any interest in (including any encumbrance on) the Voting Trust Stock. No creditor of any holder of a Voting Trust Certificate shall be able to obtain legal title to or exercise legal or equitable remedies with respect to the Voting Trust Stock. Except as expressly provided for herein, no transfer, by operation of law or otherwise, of any right, title and interest of any holder of a Voting Trust Certificate in and to its undivided beneficial interest in the Voting Trust Stock shall operate to terminate this Agreement or the Voting Trust or entitle any successor of any holder of a Voting Trust Certificate to an accounting or to the transfer to it of any legal title to any part of the Voting Trust Stock.

13. **Beneficiaries.** Nothing in this Agreement, whether express or implied, shall be construed to give any person other than the Voting Trustee or the holders of the Voting Trust

WA 644922.2

Certificates any right in the Voting Trust Stock or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

14. **Amendments.** This Agreement may not be amended, supplemented or otherwise modified except in a writing signed by the Voting Trustee and all of the holders of the Voting Trust Certificates. If this Agreement shall be amended, the Voting Trustee shall file a copy of the instrument effecting such amendment in the principal office of the Company.

15. **Notices.** All notices, consents, approvals and other communications given or made pursuant hereto shall be in writing and shall be (a) delivered personally (with written confirmation of receipt), (b) sent by nationally recognized overnight delivery service, (c) transmitted by telecopier or (d) sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to any holder of a Voting Trust Certificate, at the address or telecopier number for such holder specified in the record of beneficial owners maintained by the Voting Trustee.

(ii) if to the Voting Trustee, to the following address:

Henry H. Bradley  
David R. Bradley  
825 Edmond Street  
St. Joseph, MO 64501  
(816) 271-8695 (fax)

All such notices, consents, approvals and other communications shall be deemed to have been given on (x) the date of receipt if delivered personally or by overnight courier, (y) the date of transmission with written confirmation answerback if transmitted by telecopier or (z) the third business day following posting if sent by mail.

16. **Interpretation.** The terms defined in this Agreement include the plural as well as the singular. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the word "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation."

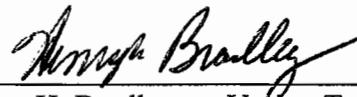
17. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, under the laws of the State of Missouri, such invalidity, illegality or enforceability shall not in any way whatsoever affect the validity of the other provisions of this Agreement and such other provisions shall remain in full force and effect.

18. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. One or more counterparts of this document may be delivered via telecopier, with the intention that they shall have the same effect as an original, executed counterpart hereof.

19. **Complete Agreement.** This Agreement contains the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements among the parties respecting the subject matter hereof, including that certain Voting Trust Agreement dated December 10, 1979.

20. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Missouri, regardless of the laws that might be applied under applicable principles of conflicts of laws. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought only in the courts of the State of Missouri, Counties of Buchanan or Jackson, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Missouri, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world by certified or registered mail addressed to such party at its address set forth in, or determined in accordance with, Section 15.

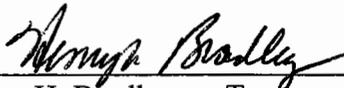
IN WITNESS WHEREOF, the Voting Trustee and each of the Shareholders have duly executed this Amended and Restated Voting Trust Agreement as of the day and year first above written.



Henry H. Bradley, as Voting Trustee



David R. Bradley, as Voting Trustee



Henry H. Bradley, as Trustee of the Henry H. Bradley Revocable Trust under Amendment and Restatement of Declaration of Trust Dated January 9, 1998

*David R. Bradley*

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David R. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

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Katherine S. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

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Brian A. Bradley

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Eric A. Bradley

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Katherine E. Bradley

*Henry H. Bradley*

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Henry H. Bradley, as custodian for  
Stephane S. Bradley

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Stephane S. Bradley

*Henry H. Bradley*

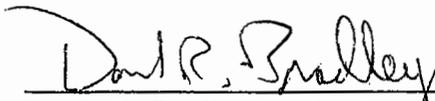
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Henry H. Bradley, as custodian for  
David R. Bradley, III

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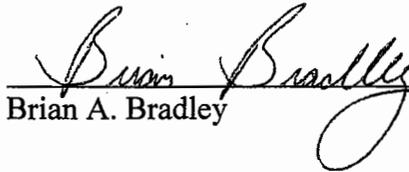
David R. Bradley, III

WA 644922.2



David R. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

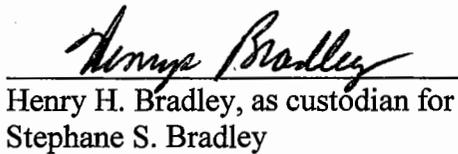
Katherine S. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999



Brian A. Bradley

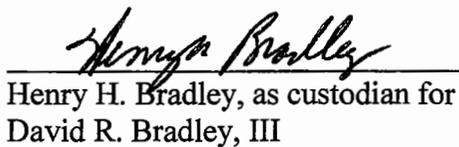
Eric A. Bradley

Katherine E. Bradley



Henry H. Bradley, as custodian for  
Stephane S. Bradley

Stephane S. Bradley



Henry H. Bradley, as custodian for  
David R. Bradley, III

David R. Bradley, III

WA 644922.2

*David R. Bradley*

David R. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

Katherine S. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

Brian A. Bradley

*Eric Bradley*

Eric A. Bradley

Katherine E. Bradley

*Henry Bradley*

Henry H. Bradley, as custodian for  
Stephane S. Bradley

Stephane S. Bradley

*Henry Bradley*

Henry H. Bradley, as custodian for  
David R. Bradley, III

David R. Bradley, III

WA 644922.2

*David R. Bradley*

David R. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

*Katherine S. Bradley*

Katherine S. Bradley, as Co-Trustee of the David R. Bradley, Jr. Revocable Trust under Amendment and Restatement of Declaration of Trust Dated December 23, 1999

Brian A. Bradley

Eric A. Bradley

*Katherine E. Bradley*

Katherine E. Bradley

*Henry H. Bradley*

Henry H. Bradley, as custodian for  
Stephane S. Bradley

*Stephane S. Bradley*

Stephane S. Bradley

*Henry H. Bradley*

Henry H. Bradley, as custodian for  
David R. Bradley, III

*David R. Bradley III*

David R. Bradley, III

WA 644922.2