

**SOUTHERN COMMUNICATIONS CORPORATION
UNANIMOUS CONSENT OF THE DIRECTORS
SPECIAL MEETING MINUTES**

March 11, 2005

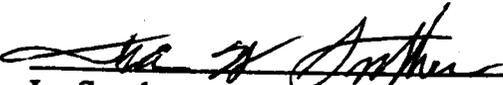
Pursuant to Section 31.1-73 of the West Virginia Code, as amended, the undersigned, being all the Directors of Southern Communications Corporation, do hereby execute, effective March 11, 2005, this consent in writing to the following actions taken by the Directors and constituting a special meeting:

RESOLVED, that the President R. Shane Southern, on behalf of the Corporation, is hereby authorized to enter into and execute the attached redemption agreement between Ira W. Southern and the Corporation to acquire all of his common stock in the Corporation pursuant to the terms of the agreement which is hereby approved and attached to these minutes.

FURTHER RESOLVED, that the President is authorized to execute the attached promissory note payable to Ira W. Southern on behalf of the Corporation.

This consent shall be delivered to the secretary for filing with the corporate records.

Date of Execution:



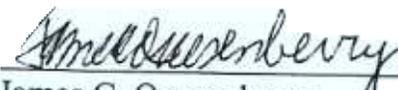
Ira Southern

3/11/05



R. Shane Southern

3/14/05



James C. Quesenberry

14 March 2005

SOUTHERN COMMUNICATIONS CORPORATION
STOCK REDEMPTION AGREEMENT

THIS AGREEMENT, made as of this 1st day of April 2005,

2005, by and between Southern Communications Corporation, a West Virginia corporation, (hereinafter called "Corporation") and Ira W. Southern, (hereinafter referred to as "Stockholder").

WITNESSETH:

WHEREAS, the Stockholder is the owner of 79 shares of the common stock of Corporation; and

WHEREAS, the parties to this agreement believe that it is to their mutual best interests to provide for continuity and harmony in management of the Corporation; and

WHEREAS, therefore, it is their mutual purpose to provide for the purchase by the Corporation of the Stockholder's shares in Corporation;

NOW, THEREFORE, in consideration of the mutual agreements and covenants found herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stockholder and Corporation agree as follows:

Buy-Sell Obligation. The Corporation shall purchase, and the Stockholder shall sell all of the Stockholder's common stock in the Corporation.

2. Purchase Price for Stock. The value of each share of stock of the Corporation shall be \$12,500 and the total purchase price shall be \$987,500.00.

3. Payment of Purchase Price.

A The purchase price for the stock shall be payable to the Stockholder by promissory note in the form of the note attached hereto. The closing under this agreement shall take place at the office of Corporation. Upon the delivery by the Seller to the Corporation of the certificates for 79 common shares of the Corporation duly endorsed in blank, the Corporation shall deliver to the Seller its promissory note.

4. Insufficient Corporate Surplus. If Corporation shall not have sufficient earned and capital surplus to permit it lawfully to purchase all shares of stock that it obligates itself to purchase hereunder, then Corporation shall take such measures to reduce capital or take such other steps as may be appropriate and necessary in order to enable it lawfully to purchase and pay for the shares to be purchased under the terms hereof, including, by way of illustration and not by way of limitation, an up-to-date appraisal of its assets.

5. Authorization. Corporation is authorized to enter into this Agreement by virtue of a resolution adopted by unanimous consent of all directors, effective on the date of this Agreement.

6. Effect on Successors, Etc. This Agreement shall be binding not only on the parties hereto but also on their heirs, executors, administrators, successors and assigns to execute any instrument that may be necessary or proper to carry out the purposes and intent of this Agreement, and this Agreement shall be binding upon any person to whom any of

the stock of this Corporation is transferred in violation of the provisions of this Agreement and their successors and assigns.

7. Changes and Amendments. This Agreement may be executed in counterparts and shall be binding upon Corporation and all parties executing this Agreement from and after the date of execution by all parties. This Agreement and other agreements herein specified embody the full and complete agreement of the parties. No alterations, modifications or changes herein shall be effective upon parties unless the same are proposed in writing, and are concurred in by all parties.

8. Notices. All notices or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed from within the United States by first class mail, sufficient postage prepaid, either certified or registered with return receipt requested, and properly addressed to the last known address of Stockholders. Any Stockholder may change his address by notice so given.

9. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

10. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of West Virginia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid, provided that the remaining provisions do not work a gross inequity or any party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day first above written.

SOUTHERN COMMUNICATIONS CORPORATION

By: *Ira W. Southern*
Its: *President*

Ira W. Southern
Ira W. Southern

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