

THOMAS BROADCASTING CO.

SHAREHOLDERS AGREEMENT

THIS AGREEMENT, made this 19th day of January, 1981, by and among THOMAS BROADCASTING CO., a West Virginia corporation, hereinafter referred to as "the Company", and MRS. ROBERT R. THOMAS, JR., ROBERT R. THOMAS, III, HELEN LEAH THOMAS, JOHN G. THOMAS, BARBARA LYNN THOMAS CANTERBERRY, and SARAH ANN THOMAS, all of whom are sometimes hereinafter individually and collectively referred to as "Shareholder" or "Shareholders".

W I T N E S S E T H:

WHEREAS, the Shareholders collectively own or shall own all of the 10,000 issued and outstanding shares of capital stock of the Company as follows: Mrs. Robert R. Thomas, Jr., - 5,320; Robert R. Thomas, III - 936; Helen Leah Thomas - 936; John F. Thomas - 936; Barbara Lynn Thomas Canterbury - 936; Sarah Ann Thomas - 936; and

WHEREAS, the parties agree that it is in the best interest of the Company and the Shareholders in order to avoid conflicts in management for the outstanding capital stock of the Company to be owned by members of the group consisting of the spouse and children of Robert R. Thomas, Jr., deceased.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein the parties hereto agree as follows:

1. Sale of Stock Restricted. So long as this Agreement shall remain in effect the Shareholders shall not sell, assign, transfer, mortgage, alienate, hypothecate or in any way encumber or dispose of shares of the Company stock which they now own or hereafter acquire except as hereinafter provided.

(a) Transfer Among Shareholders Permitted.

Any Shareholder may transfer to any other Shareholder any or all of the shares of stock of the Company which he or she now owns or hereafter acquires. In case of any such transfer, the transferee(s) shall receive and hold the shares of stock so transferred subject to the terms of this Agreement.

(b) Encumbrance Requires Consent. No Shareholder shall mortgage, hypothecate or in any way encumber the shares of stock of the Company which he or she owns without the prior written consent of the Company and the remaining Shareholders.

(c) Parties' Right of First Refusal. Any Shareholder who desires to sell, assign, transfer or dispose of all or any part of the Company stock which such Shareholder ("selling Shareholder") owns to a purchaser not a

party to this Agreement ("nonparty purchaser") shall first offer such stock in writing for sale to the Company at substantially the same price on substantially the same terms as such stock would be sold to the nonparty purchaser. If said offer is not accepted in writing by the Company within thirty (30) days after receipt thereof, the selling Shareholder shall submit such offer to the remaining Shareholders, who shall have the right to purchase such stock on a proportionate basis according to the shareholdings of those wishing to participate. If none of the remaining Shareholders accept said offer in writing within thirty (30) days after receipt thereof, the selling Shareholder may sell his stock to a nonparty purchaser on terms and at a price substantially the same as those set forth in the written offers to the Company and the remaining Shareholders, provided, however, that if such sale to the nonparty purchaser does not occur within one hundred-twenty (120) days of the expiration of the remaining Shareholders' right of first refusal or if such sale is to be at a price or on terms not substantially the same as those contained in the said offer to the Company and the remaining Shareholders, then the selling Shareholder shall first again offer his stock to the Company and remaining Shareholders as hereinbefore provided.

2. Option to Purchase on Death of Shareholder.

(a) Grant of Option. Upon the death of a Shareholder, the Company have the option to purchase any or all of the shares of stock of the Company subject of this Agreement then owned by such deceased Shareholder or his or her estate. The option stock purchase price shall be the value of such stock as finally determined for federal estate tax purposes and the terms of purchase shall be as set forth in paragraph (b) of this section. Within six months following the death of a Shareholder, the Company shall give notice by mail to the personal representative of such Shareholder of the option granted by this Agreement and the terms thereof. The Company shall have until the later of (i) two years from the date of the Shareholder's death, or (ii) ninety (90) days following the final determination of the value of the Company's stock for federal estate tax purposes to exercise the option granted herein, which option shall be exercised by written notice delivered to the personal representative of the deceased Shareholder within the specified period. If the Company fails to exercise such option within the specified period, the remaining Shareholders shall then have the option, at the same price and terms as the Company, for forty-five (45) days following the expiration of the Company's option period, to purchase

the stock of the deceased Shareholder. Such option shall be exercised by written notice delivered to the personal representative of the deceased Shareholder within the specified period. If such option is not exercised in writing by either the Company or the remaining Shareholders within the time periods herein provided, the option shall lapse and the personal representative or successors of the deceased Shareholder may dispose of such shares in the manner provided under Section 1 of this Agreement.

(b) Terms of Payment; Interest. If the Company or the remaining Shareholders shall exercise the option granted herein to purchase the shares of the Company from the estate of a deceased Shareholder, the respective purchaser(s) shall pay the principal amount of the option stock purchase price in five equal annual installments, the first such installment to be paid on the closing date provided for in paragraph (c) of this Section and the four succeeding installments to be paid respectively on that same date in each of the four succeeding years. Interest shall accrue on the unpaid principal balance of the purchase price at a rate of nine percent (9%) per annum, simple interest. Such interest shall be payable annually with the first such payment to be made on the date for payment of the second installment of the purchase price and with succeeding in-

terest payments to be made on that same date in each successive year until the balance of the purchase price is paid.

(d) Closing. On a mutually agreed upon date ("closing date") no later than thirty (30) days from the date of the exercise of the option granted under this Section, the shares of the deceased Shareholder sold pursuant to the option granted shall be delivered to the purchaser(s) properly endorsed for transfer, and the purchaser(s) shall simultaneously pay the first installment of the purchase price in accordance with paragraph (c) of this section and shall deliver a note for the deferred portion of the purchase price payable on the terms set forth in paragraph (c). The shares delivered to the purchaser shall be free and clear of all liens, claims and encumbrances.

3. Stock Certificates to Bear Notice of Agreement. Every certificate representing shares of stock of the Company now or hereafter owned by the Shareholder shall bear a notice that such shares and the rights of the holders thereof are subject to the terms of this Agreement.

4. Miscellaneous.

(a) Duration of Agreement. Unless earlier terminated by a mutual written agreement of the Shareholders and the Company, this Agreement shall continue in force

until more than 50% of the issued and outstanding shares of the Company are held free of the restrictions imposed by this Agreement.

(b) Termination of Shareholder Status. A party hereto shall cease to be a Shareholder for purposes of this Agreement upon the termination of his or her stock ownership interest in the Company.

(c) Company and Shareholders Bound. The Company and the Shareholder shall perform every act that may be required of them to effectuate the provisions of this Agreement.

(d) Other Persons Bound. This Agreement shall be binding upon the respective heirs, legal representatives, trustees, assigns, transferees and successors of each of the parties hereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original for all purposes and all of which taken together shall constitute but one and the same instrument.

(f) Headings. The headings of the various sections and paragraphs in this Agreement are solely for the purpose of convenience and shall not be relied upon in construing any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set
their respective hands and seals the day and year first
above written.

THOMAS BROADCASTING CO.

By [Signature]

Its President

Mrs. Robert R. Thomas, Jr.
Mrs. Robert R. Thomas, Jr.

[Signature]
Robert T. Thomas, III

Helen Leah Thomas
Helen Leah Thomas

John G. Thomas

Barbara Lynn Thomas Canterbury
Barbara Lynn Thomas
Canterberry

Sarah Ann Thomas
Sarah Ann Thomas

IN WITNESS WHEREOF, the parties hereto have set
their respective hands and seals the day and year first
above written.

THOMAS BROADCASTING CO.

By W. H. L. M.

Its President

Mrs. Robert R. Thomas, Jr.

Robert T. Thomas, III

Helen Leah Thomas

John G. Thomas

Barbara Lynn Thomas
Canterberry

Sarah Ann Thomas