

THE LESLIE J. R. ROOT TRUST

TRUST AGREEMENT made this 31st day of December, 1987, by and between THOMAS L. ROOT of Alexandria, Virginia, (hereinafter called the "settlor"), and ARLENE T. GEER (hereinafter called the "trustee"). The settlor hereby transfers property listed in Schedule "A" annexed hereto to the trustee, to be held IN TRUST upon the following terms and conditions:

FIRST: This irrevocable trust is established for the benefit of the settlor's daughter LESLIE J. R. ROOT (hereinafter called the "beneficiary"), and shall be known as "THE LESLIE J. R. ROOT TRUST." The settlor hereby relinquishes any and all rights to alter, amend, revoke or terminate this Agreement.

SECOND: The trust shall terminate when the beneficiary attains the age of thirty (30) years or dies, whichever shall first occur, unless it is sooner terminated by the payment to, or for the benefit of, the beneficiary by the trustee of all the trust property pursuant to the discretion hereinafter given to the trustee.

THIRD: The trustee is directed as follows:

1. In each year of a transfer of property to this trust (whether it is the initial transfer of property establishing this trust or additional transfers to this trust) the beneficiary shall have the non-cumulative right to withdraw cash or any other trust property in an amount equal to the lesser of (i) the amount of the annual transfer or (ii) the amount of the annual exclusion from taxable gifts available to the settlor under Section 2503(b) of the Internal Revenue Code of 1986, as amended, which amount shall be doubled if the settlor is married at the time of transfer. After acceptance of each transfer to this trust, the trustee shall immediately notify the beneficiary of her right of withdrawal. Such right of withdrawal shall be exercised by submission of a written demand to the trustee within thirty (30) days after notification of the transfer. In the event that the beneficiary is a minor or otherwise incompetent to exercise the right of withdrawal, her right of withdrawal shall be exercised by her legal guardian.

2. Until the beneficiary attains the age of twenty-one (21) years, the trustee may at any time and from time to time pay so much or all of the principal of the trust and the net income therefrom to or for the benefit of the beneficiary as the trustee in her sole discretion determines for the health, education, support and maintenance of the beneficiary; provided, however, no part of the principal or income shall be used or applied to satisfy any legal obligations of the beneficiary's parents to or for the beneficiary. Any net income not distributed shall be accumulated and shall be deemed added to principal.

3. If the beneficiary lives to attain the age of twenty-one (21) years, the trustee shall distribute currently all of the net income to such beneficiary at such time or times as the trustee in her sole discretion shall determine, but no less frequently than annually.

4. During the term of the trust after the beneficiary attains the age of twenty-one (21) years, the trustee may at any time and from time to time pay so much or all of the principal of the trust to or for the benefit of the beneficiary as the trustee in her sole discretion determines for the health, education, support and maintenance of the beneficiary.

5. If the beneficiary lives to attain the age of twenty-five (25) years, the trustee shall pay one-half (1/2) of the trust principal to the beneficiary.

6. Upon the termination of the trust, if the beneficiary is living, the trustee shall pay the entire remaining trust property (including undistributed income) to the beneficiary, outright and free of trust.

7. Should the beneficiary die before attaining the age of thirty (30) years, this trust shall terminate, and the entire trust property then remaining shall be paid over and distributed in such manner as the beneficiary shall appoint by her will, and such appointment may be exercised in favor of herself, her estate, her creditors and creditors of her estate. Should she fail to exercise such general power of appointment, the trustee shall pay over and distribute the entire trust property then remaining to the estate of the beneficiary.

FOURTH: The trustee is further directed as follows:

1. The interest of the beneficiary in the income or principal of this trust shall be free from the control or interference of any creditor of a beneficiary or of any spouse of a married beneficiary and shall not be subject to attachment or execution or susceptible of anticipation or alienation.

2. Any provision in this trust to the contrary notwithstanding, if after the settlor's death, the net value of the trust created under this Agreement is less than Fifteen Thousand Dollars (\$15,000) and the trustee, in her discretion, shall determine that the size of such trust does not warrant the cost of continuing the same in trust or if its administration would be otherwise impractical, the trustee, in full discharge of her duties and without formal court accounting, may pay the then remaining principal and income of such trust to the person then entitled or permitted to receive the income or principal therefrom, or, if such person be legally incapable of receiving such principal and income the trustee may pay the same to the estate, committee, trustee, guardian, parent or other person having custody of such beneficiary, or may deposit the same in an income-bearing account or accounts in a bank or other financial institution in the name of such beneficiary, if such beneficiary is a minor, payable to such minor upon her attaining the age of twenty-one (21) years, providing such account or accounts shall

reasonably balance the conflicting goals of maximum return of interest and full economic security and stability. Upon any such payment, application, or deposit under the provisions of this Section 2, the interest of all succeeding beneficiaries, whether vested or contingent, shall be terminated, and the trustee shall be relieved of all duties in connection with such trust and shall not be required to account therefor in any court.

3. Whenever used herein, words importing the singular shall include the plural and words importing the masculine shall include the feminine and the neuter, and vice versa, unless the context requires otherwise.

FIFTH: This trust is a Virginia trust and is to be governed and construed and administered according to its laws and shall continue to be so governed and construed and administered even though administered elsewhere within the United States or abroad.

SIXTH: In extension and not in limitation of the powers given her by law or other provisions of this instrument, the trustee hereunder shall have the following powers with respect to this trust and its property, in each case to be exercised from time to time in her discretion and without order or license of court:

1. To retain indefinitely any investments and to invest and reinvest in and to exercise any option or options to purchase stocks, shares and obligations of corporations, in unincorporated associations, in partnerships (both general and limited) or in trusts and investment companies or in a common trust fund without giving notice to any beneficiary, or in any other kind of personal or real property, notwithstanding the fact that any or all of the investments made or retained are of a character or size which but for this express authority would not be considered proper for a trustee;

2. To continue any unincorporated business of the settlor indefinitely without the approval of any court and to incorporate such business at any time the trustee deems it appropriate;

3. To sell, to exchange, to lease, to mortgage, and to make contracts concerning real or personal property for such consideration and upon such terms as to credit or otherwise as the trustee may determine, which leases and contracts may extend beyond the term of this trust; to give options therefor; to execute deeds, transfers, leases and other instruments of any kind;

4. To hold bonds, shares or other securities and any and all kinds of real or personal property in bearer form or in the name of the trustee or in the name of a nominee, without indication of any fiduciary capacity; to deposit cash in a checking or savings account in a bank or other financial institution, without indication of any fiduciary capacity;

5. To give general or special proxies or powers of attorney for voting or acting in respect of shares or securities, which may be discretionary and with power of substitution; to deposit shares or securities with, or transfer them to, protective committees or similar bodies; to join in any reorganization and to pay assessments or subscriptions called for in connection with shares or securities held by the trustee;

6. To improve or develop real estate; to construct, alter or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way;

7. To borrow money for any purposes connected with the protection, preservation, or improvement of this trust whenever such action is deemed advisable;

8. To pay, compromise, compound, extend, modify, renew, adjust, submit to arbitration, sell or release any claims or demands of this trust against others or of others against this trust, and to make payments in connection therewith;

9. To advance money for the protection of this trust, and for all expenses, losses, and liabilities incurred in or about the execution or protection of this trust or because of the holding or ownership of any property subject hereto, for which advances the trustee shall have a lien on the trust property, and the trustee may reimburse herself with interest thereon out of the trust property;

10. To make loans to, or to guarantee or endorse loans made by others to, the beneficiary of this trust for such consideration and upon such terms as to interest, security, or otherwise as the trustee may determine, and the trustee shall not be liable for loss to the trust hereunder or to the beneficiary for the default or failure of any borrower to repay any such loan or loans;

11. To employ investment counsel, custodians of trust property, brokers, agents, accountants, attorneys, consultants and expert witnesses;

12. To receive additions to this trust by gift and to hold and administer the same under the provisions hereof;

13. To pay as income the whole of the interest, dividends, rent or similar receipts from property, whether wasting or not and although bought or taken at a value above par, but if she sees fit, when property is bought or taken at a value above par, she may retain a portion of the income to offset such loss to the principal; to treat as income or principal or to apportion between them stock dividends, extra dividends and rights to take stock or securities, except that all so-called capital gains dividends from regulated investment companies and from real estate investment trusts shall be allocated to principal; to charge to income or principal or to apportion between them any expense of making and changing investments,

investment counsels' compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' and accountants' fees, the fees of consultants and expert witnesses, insurance premiums, repairs or improvements, taxes, depreciation charges and trustee's compensation; and generally to determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable in the circumstances of each case as it arises;

14. To make any payment of principal or income wholly or partly in kind by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part or the whole of any one or more shares or payments, at current values;

15. To keep any or all of the trust property at any place or places in the Commonwealth of Virginia or elsewhere within the United States or abroad or with a depository or custodian at such place or places;

16. If there is expressed in any provision of this trust the settlor's intention to obtain an advantage or benefit conferred by a Federal estate, income, generation-skipping or gift tax law applicable to the trust created hereunder, the trustee may construe such provision of this trust, or apply to any court having jurisdiction over this trust for construction of this trust, in accordance with the pertinent Federal estate, income, generation-skipping or gift tax regulations and rulings issued pursuant to such law in order to secure the intended tax advantage or benefit;

17. No powers enumerated herein or accorded to the trustee generally pursuant to law shall be construed to enable the settlor, or the trustee or any other persons to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the trust for less than an adequate consideration in money or money's worth, or to enable the settlor to borrow all or any part of the principal or income of the trust, directly or indirectly without adequate interest or security. No person, other than the trustee, shall have or exercise the power to vote or direct the voting of any shares or other securities of the trust, to control the investment of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust by substituting other property of an equivalent value. The trustee shall not use the income or principal of the trust to pay premiums on insurance on the lives of the settlor or his wife.

SEVENTH: The following shall apply to the appointment and service of the trustee:

1. If there is a vacancy in the office of trustee, the settlor shall appoint a successor trustee; provided, however, that the settlor may not appoint himself nor his wife successor trustee. If the settlor is not living, the named trustee and each successor trustee shall designate a successor trustee to

serve after their death, resignation, or disqualification. If no trustee is so designated, the beneficiary or her legal guardian shall designate a successor trustee.

2. A trustee may resign at any time by an instrument in writing delivered to the settlor, or if she is not then living, to the beneficiary (or to such beneficiary's legal guardian).

3. References in this instrument to the "trustee" shall be deemed to include not only the original trustee but also any successor trustee, and all powers and discretions vested in the trustee shall be vested in and exercisable by any such successor trustee. A successor trustee shall not be liable for any action taken by the trustee prior to the time such successor becomes a trustee.

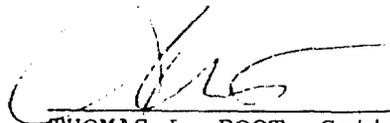
4. No bond shall be required of the original trustee hereunder or of any successor trustee, or if a bond is required by law, no surety on such bond shall be required.

5. No one dealing with the trustee need inquire concerning the validity of anything she purports to do, or need see to the application of any money paid or any property transferred to or upon the order of the trustee.

6. Each trustee shall be responsible only for her acts or omissions in bad faith. A successor trustee shall not be liable for any action taken by the trustee prior to the time such successor becomes a trustee.

EIGHTH: This Trust Agreement may be executed in counterparts. Anyone may rely upon a copy certified by a trustee and acknowledged before a notary public to be a counterpart of this Agreement (and of the writings, if any, endorsed thereon or attached thereto). Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy to be a trustee hereunder.

IN WITNESS WHEREOF, THOMAS L. ROOT, the settlor, has hereunto set his hand, and ARLENE T. GEER, in token of her acceptance of the trust hereby created, has set her hand hereto, all as of the date first written above.



THOMAS L. ROOT, Settlor

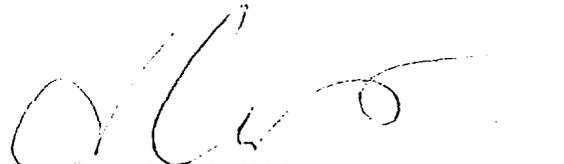


ARLENE T. GEER, Trustee

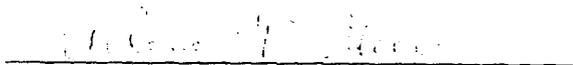
THE LESLIE J. R. ROOT TRUST

Schedule A

THOMAS L. ROOT, as settlor, hereby transfers the following described property to ARLENE T. GEER, her successor or successors, as trustee, to be held in trust in accordance with the terms of THE LESLIE J. R. ROOT TRUST created by agreement of even date herewith:



THOMAS L. ROOT, Settlor



ARLENE T. GEER, Trustee

lkp/4902/trus.001/12.28.7a

DEED OF GIFT

DEED OF GIFT made this 31st day of December, 1987, by THOMAS L. ROOT, as settlor, to ARLENE T. GEER, as trustee of THE LESLIE J. R. ROOT TRUST, created by agreement of even date herewith,

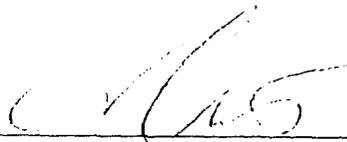
WITNESSETH:

THAT the said settlor in consideration of the love and affection that he has for his daughter LESLIE J. R. ROOT does hereby give, grant, assign and convey to the above-named trustee, her successor or successors, as trustee under the aforesaid trust instrument, to be held pursuant to the terms of that trust, the following property:

\$1.00

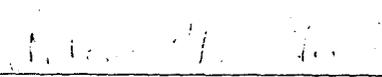
25 shares of fully-issued and nonassessable voting common shares in The Petroleum V. Nasby Corporation, an Ohio corporation

IN WITNESS WHEREOF, the said settlor has hereunto set her hand the day and year first above written.



THOMAS L. ROOT, Settlor

ARLENE T. GEER, as trustee of THE LESLIE J. R. ROOT TRUST created by agreement of even date herewith, hereby acknowledges receipt of the above property.



ARLENE T. GEER, Trustee

Appendix C

THE TRAVIS S. C. ROOT TRUST

TRUST AGREEMENT made this 31st day of December, 1987, by and between THOMAS L. ROOT of Alexandria, Virginia, (hereinafter called the "settlor"), and ARLENE T. GEER (hereinafter called the "trustee"). The settlor hereby transfers property listed in Schedule "A" annexed hereto to the trustee, to be held IN TRUST upon the following terms and conditions:

FIRST: This irrevocable trust is established for the benefit of the settlor's son TRAVIS S. C. ROOT (hereinafter called the "beneficiary"), and shall be known as "THE TRAVIS S. C. ROOT TRUST." The settlor hereby relinquishes any and all rights to alter, amend, revoke or terminate this Agreement.

SECOND: The trust shall terminate when the beneficiary attains the age of thirty (30) years or dies, whichever shall first occur, unless it is sooner terminated by the payment to, or for the benefit of, the beneficiary by the trustee of all the trust property pursuant to the discretion hereinafter given to the trustee.

THIRD: The trustee is directed as follows:

1. In each year of a transfer of property to this trust (whether it is the initial transfer of property establishing this trust or additional transfers to this trust) the beneficiary shall have the non-cumulative right to withdraw cash or any other trust property in an amount equal to the lesser of (i) the amount of the annual transfer or (ii) the amount of the annual exclusion from taxable gifts available to the settlor under Section 2503(b) of the Internal Revenue Code of 1986, as amended, which amount shall be doubled if the settlor is married at the time of transfer. After acceptance of each transfer to this trust, the trustee shall immediately notify the beneficiary of his right of withdrawal. Such right of withdrawal shall be exercised by submission of a written demand to the trustee within thirty (30) days after notification of the transfer. In the event that the beneficiary is a minor or otherwise incompetent to exercise the right of withdrawal, his right of withdrawal shall be exercised by his legal guardian.

2. Until the beneficiary attains the age of twenty-one (21) years, the trustee may at any time and from time to time pay so much or all of the principal of the trust and the net income therefrom to or for the benefit of the beneficiary as the trustee in her sole discretion determines for the health, education, support and maintenance of the beneficiary; provided, however, no part of the principal or income shall be used or applied to satisfy any legal obligations of the beneficiary's parents to or for the beneficiary. Any net income not distributed shall be accumulated and shall be deemed added to principal.

3. If the beneficiary lives to attain the age of twenty-one (21) years, the trustee shall distribute currently all of the net income to such beneficiary at such time or times as the trustee in her sole discretion shall determine, but no less frequently than annually.

4. During the term of the trust after the beneficiary attains the age of twenty-one (21) years, the trustee may at any time and from time to time pay so much or all of the principal of the trust to or for the benefit of the beneficiary as the trustee in her sole discretion determines for the health, education, support and maintenance of the beneficiary.

5. If the beneficiary lives to attain the age of twenty-five (25) years, the trustee shall pay one-half (1/2) of the trust principal to the beneficiary.

6. Upon the termination of the trust, if the beneficiary is living, the trustee shall pay the entire remaining trust property (including undistributed income) to the beneficiary, outright and free of trust.

7. Should the beneficiary die before attaining the age of thirty (30) years, this trust shall terminate, and the entire trust property then remaining shall be paid over and distributed in such manner as the beneficiary shall appoint by his will, and such appointment may be exercised in favor of himself, his estate, his creditors and creditors of his estate. Should he fail to exercise such general power of appointment, the trustee shall pay over and distribute the entire trust property then remaining to the estate of the beneficiary.

FOURTH: The trustee is further directed as follows:

1. The interest of the beneficiary in the income or principal of this trust shall be free from the control or interference of any creditor of a beneficiary or of any spouse of a married beneficiary and shall not be subject to attachment or execution or susceptible of anticipation or alienation.

2. Any provision in this trust to the contrary notwithstanding, if after the settlor's death, the net value of the trust created under this Agreement is less than Fifteen Thousand Dollars (\$15,000) and the trustee, in her discretion, shall determine that the size of such trust does not warrant the cost of continuing the same in trust or if its administration would be otherwise impractical, the trustee, in full discharge of her duties and without formal court accounting, may pay the then remaining principal and income of such trust to the person then entitled or permitted to receive the income or principal therefrom, or if such person be legally incapable of receiving such principal and income, the trustee may pay the same to the estate, committee, trustee, guardian, parent or other person having custody of such beneficiary, or may deposit the same in an income-bearing account or accounts in a bank or other financial institution in the name of such beneficiary, if such beneficiary is a minor, payable to such minor upon his attaining the age of twenty-one (21) years, providing such account or accounts shall

reasonably balance the conflicting goals of maximum return of interest and full economic security and stability. Upon any such payment, application, or deposit under the provisions of this Section 2, the interest of all succeeding beneficiaries, whether vested or contingent, shall be terminated, and the trustee shall be relieved of all duties in connection with such trust and shall not be required to account therefor in any court.

3. Whenever used herein, words importing the singular shall include the plural and words importing the masculine shall include the feminine and the neuter, and vice versa, unless the context requires otherwise.

FIFTH: This trust is a Virginia trust and is to be governed and construed and administered according to its laws and shall continue to be so governed and construed and administered even though administered elsewhere within the United States or abroad.

SIXTH: In extension and not in limitation of the powers given her by law or other provisions of this instrument, the trustee hereunder shall have the following powers with respect to this trust and its property, in each case to be exercised from time to time in her discretion and without order or license of court:

1. To retain indefinitely any investments and to invest and reinvest in and to exercise any option or options to purchase stocks, shares and obligations of corporations, in unincorporated associations, in partnerships (both general and limited) or in trusts and investment companies or in a common trust fund without giving notice to any beneficiary, or in any other kind of personal or real property, notwithstanding the fact that any or all of the investments made or retained are of a character or size which but for this express authority would not be considered proper for a trustee;

2. To continue any unincorporated business of the settlor indefinitely without the approval of any court and to incorporate such business at any time the trustee deems it appropriate;

3. To sell, to exchange, to lease, to mortgage, and to make contracts concerning real or personal property for such consideration and upon such terms as to credit or otherwise as the trustee may determine, which leases and contracts may extend beyond the term of this trust; to give options therefor; to execute deeds, transfers, leases and other instruments of any kind;

4. To hold bonds, shares or other securities and any and all kinds of real or personal property in bearer form or in the name of the trustee or in the name of a nominee, without indication of any fiduciary capacity; to deposit cash in a checking or savings account in a bank or other financial institution, without indication of any fiduciary capacity;

5. To give general or special proxies or powers of attorney for voting or acting in respect of shares or securities, which may be discretionary and with power of substitution; to deposit shares or securities with, or transfer them to, protective committees or similar bodies; to join in any reorganization and to pay assessments or subscriptions called for in connection with shares or securities held by the trustee;

6. To improve or develop real estate; to construct, alter or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to join with co-owners and others in dealing with real estate in any way;

7. To borrow money for any purposes connected with the protection, preservation, or improvement of this trust whenever such action is deemed advisable;

8. To pay, compromise, compound, extend, modify, renew, adjust, submit to arbitration, sell or release any claims or demands of this trust against others or of others against this trust, and to make payments in connection therewith;

9. To advance money for the protection of this trust, and for all expenses, losses, and liabilities incurred in or about the execution or protection of this trust or because of the holding or ownership of any property subject hereto, for which advances the trustee shall have a lien on the trust property, and the trustee may reimburse herself with interest thereon out of the trust property;

10. To make loans to, or to guarantee or endorse loans made by others to, the beneficiary of this trust for such consideration and upon such terms as to interest, security, or otherwise as the trustee may determine, and the trustee shall not be liable for loss to the trust hereunder or to the beneficiary for the default or failure of any borrower to repay any such loan or loans;

11. To employ investment counsel, custodians of trust property, brokers, agents, accountants, attorneys, consultants and expert witnesses;

12. To receive additions to this trust by gift and to hold and administer the same under the provisions hereof;

13. To pay as income the whole of the interest, dividends, rent or similar receipts from property, whether wasting or not and although bought or taken at a value above par, but if she sees fit, when property is bought or taken at a value above par, she may retain a portion of the income to offset such loss to the principal, to treat as income or principal or to apportion between them stock dividends, extra dividends and rights to take stock or securities, except that all so-called capital gains dividends from regulated investment companies and from real estate investment trusts shall be allocated to principal; to charge to income or principal or to apportion between them any expense of making and changing investments,

investment counsels' compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' and accountants' fees, the fees of consultants and expert witnesses, insurance premiums, repairs or improvements, taxes, depreciation charges and trustee's compensation; and generally to determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable in the circumstances of each case as it arises;

14. To make any payment of principal or income wholly or partly in kind by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part or the whole of any one or more shares or payments, at current values;

15. To keep any or all of the trust property at any place or places in the Commonwealth of Virginia or elsewhere within the United States or abroad or with a depository or custodian at such place or places;

16. If there is expressed in any provision of this trust the settlor's intention to obtain an advantage or benefit conferred by a Federal estate, income, generation-skipping or gift tax law applicable to the trust created hereunder, the trustee may construe such provision of this trust, or apply to any court having jurisdiction over this trust for construction of this trust, in accordance with the pertinent Federal estate, income, generation-skipping or gift tax regulations and rulings issued pursuant to such law in order to secure the intended tax advantage or benefit;

17. No powers enumerated herein or accorded to the trustee generally pursuant to law shall be construed to enable the settlor, or the trustee or any other persons to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the trust for less than an adequate consideration in money or money's worth, or to enable the settlor to borrow all or any part of the principal or income of the trust, directly or indirectly without adequate interest or security. No person, other than the trustee, shall have or exercise the power to vote or direct the voting of any shares or other securities of the trust, to control the investment of the trust either by directing investments or reinvestments or by vetoing proposed investments or reinvestments, or to reacquire or exchange any property of the trust by substituting other property of an equivalent value. The trustee shall not use the income or principal of the trust to pay premiums on insurance on the lives of the settlor or his wife.

SEVENTH. The following shall apply to the appointment and service of the trustee:

1. If there is a vacancy in the office of trustee, the settlor shall appoint a successor trustee; provided, however, that the settlor may not appoint himself nor his wife successor trustee. If the settlor is not living, the named trustee and each successor trustee shall designate a successor trustee to

serve after their death, resignation, or disqualification. If no trustee is so designated, the beneficiary or his legal guardian shall designate a successor trustee.

2. A trustee may resign at any time by an instrument in writing delivered to the settlor, or if he is not then living, to the beneficiary (or to such beneficiary's legal guardian).

3. References in this instrument to the "trustee" shall be deemed to include not only the original trustee but also any successor trustee, and all powers and discretions vested in the trustee shall be vested in and exercisable by any such successor trustee. A successor trustee shall not be liable for any action taken by the trustee prior to the time such successor becomes a trustee.

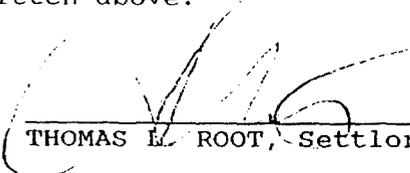
4. No bond shall be required of the original trustee hereunder or of any successor trustee, or if a bond is required by law, no surety on such bond shall be required.

5. No one dealing with the trustee need inquire concerning the validity of anything she purports to do, or need see to the application of any money paid or any property transferred to or upon the order of the trustee.

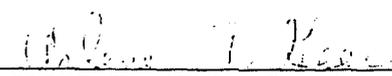
6. Each trustee shall be responsible only for her acts or omissions in bad faith. A successor trustee shall not be liable for any action taken by the trustee prior to the time such successor becomes a trustee.

EIGHTH: This Trust Agreement may be executed in counterparts. Anyone may rely upon a copy certified by a trustee and acknowledged before a notary public to be a counterpart of this Agreement (and of the writings, if any, endorsed thereon or attached thereto). Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy to be a trustee hereunder.

IN WITNESS WHEREOF, THOMAS L. ROOT, the settlor, has hereunto set his hand, and ARLENE T. GEER, in token of her acceptance of the trust hereby created, has set her hand hereto, all as of the date first written above.



THOMAS L. ROOT, Settlor

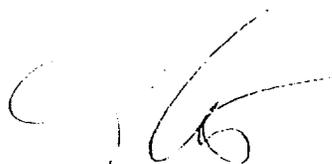



ARLENE T. GEER, Trustee

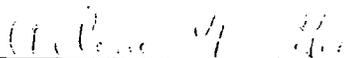
THE TRAVIS S. C. ROOT TRUST

Schedule A

THOMAS L. ROOT, as settlor, hereby transfers the following described property to ARLENE T. GEER, her successor or successors, as trustee, to be held in trust in accordance with the terms of THE TRAVIS S. C. ROOT TRUST created by agreement of even date herewith:



THOMAS L. ROOT, Settlor



ARLENE T. GEER, Trustee



lkp/4902/trus.001/12.30.7

DEED OF GIFT

DEED OF GIFT made this 31st day of December, 1987, by THOMAS L. ROOT, as settlor, to ARLENE T. GEER, as trustee of THE TRAVIS S. C. ROOT TRUST, created by agreement of even date herewith,

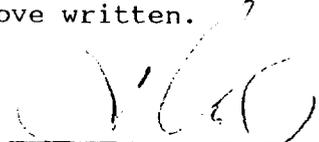
WITNESSETH:

THAT the said settlor in consideration of the love and affection that he has for his son TRAVIS S. C. ROOT does hereby give, grant, assign and convey to the above-named trustee, her successor or successors, as trustee under the aforesaid trust instrument, to be held pursuant to the terms of that trust, the following property:

\$1.00

50 shares of fully-paid and nonassessable voting common stock in The Petroleum V. Nbsby Corporation, an Ohio corporation

IN WITNESS WHEREOF, the said settlor has hereunto set his hand the day and year first above written.



THOMAS L. ROOT, Settlor

ARLENE T. GEER, as trustee of THE TRAVIS S. C. ROOT TRUST created by agreement of even date herewith, hereby acknowledges receipt of the above property.



ARLENE T. GEER, Trustee

Appendix D

THE ROOT FAMILY IRREVOCABLE TRUST

THIS TRUST AGREEMENT made this ___ day of July, 1996, by and between ARLENE M. GEER and KATHY G. ROOT, both of Norwalk, Ohio (hereinafter jointly and severally referred to as "Settlor"), and THOMAS J. STOLL, ESQ. (hereinafter called the "trustee"). The Settlers hereby transfer property listed in Schedule "A" annexed hereto the Trustee, to be held IN TRUST upon the following terms and conditions:

FIRST: This irrevocable trust is established for the benefit of Kathy G. Root, Thomas P.J. Root, Leslie J.L. Root and Travis S.C. Root (hereinafter jointly and severally referred to as "Beneficiary"). Each Beneficiary has the right to the interest in Trust corpus set out in Schedule A. The Settlers hereby relinquish any and all rights to alter, amend, revoke or terminate this Trust.

SECOND: The Trust shall terminate when the property deposited in the Trust by Settlers no longer consists of stock in a corporation which holds any licenses for a broadcast station issued by the Federal Communications Commission (which property is referred to herein as "Broadcast Stock"). Notwithstanding any other provision to the contrary, the Trustee is directed not to invest any property of the Trust in any Broadcast Stock, and is directed to divest the Trust of any Broadcast Stock deposited in the Trust by Settlers at his first opportunity to prudently can sell such property and achieve a rate of return consistent with the liquidation value of said property were the broadcast property to be sold without encumbrance to a *bona fide* unrelated third-party purchaser. Upon termination of the Trust, the Trustee shall distribute the corpus of the trust to each Beneficiary according to that person's interest in the Trust provided that said Beneficiary shall have first reached the age of Twenty Five (25) years of age. Property belonging to any Beneficiary who shall not yet have reached Twenty Five (25) years of age shall be distributed to Kathy G. Root for deposit into a trust for the benefit of the underage Beneficiary or Beneficiaries, to be used consistently with the terms of this Trust until such time as those Beneficiaries reach Twenty Five (25) years of age.

THIRD: The Trustee is directed as follows:

1. In each year of a transfer of property to this Trust (whether it is the initial transfer of property establishing this trust or additional transfers to this trust) the Beneficiary shall have the non-cumulative right to withdraw cash or any other trust property except for Broadcast Stock in an amount equal to the lesser of (i) the amount of the annual transfer or (ii) the amount of the annual exclusion from taxable gifts available to the Settlers under §2503 (b) of the *Internal Revenue Code of 1986*, as amended, which amount shall be doubled if the Settlor is married at the time of transfer. After acceptance of each transfer to this trust, the Trustee shall immediately notify the

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beneficiary of her right of withdrawal. Such right of withdrawal shall be exercised by submission of a written demand to the Trustee within thirty (30) days after notification of the transfer. In the event that the Beneficiary is a minor or otherwise incompetent to exercise the right of withdrawal, his or her right of withdrawal shall be exercised by his or her legal guardian.

2. Until the Beneficiary attains the age of Twenty Five (25) years, the Trustee may at any time and from time to time pay so much or all of the principal of the Trust and the net income in his sole discretion determines for the health, education, support and maintenance of the Beneficiary, provided, however, no part of the principal or income shall be used or applied to satisfy any legal obligations of the Beneficiary's parents to or accumulated and shall be deemed added to principal.

3. If the Beneficiary lives to attain the age of Twenty Five (25) years, the Trustee shall distribute currently all of the net income to such Beneficiary at such time or times as the Trustee in his sole discretion shall determine, but no less frequently than annually.

4. During the term of the Trust after any Beneficiary attains the age of twenty-one (21) years, the Trustee may at any time and from time to time pay so much or all of the principal of the Trust (except for Broadcast Stock) to or for the benefit of the Beneficiary as the Trustee in his sole discretion determines for the health, education, support and maintenance of the Beneficiary.

5. If the Beneficiary lives to attain the age of Twenty Five (25) years, the Trustee shall pay one-half (1/2) of the trust principal except for Broadcast Stock to the Beneficiary.

6. Upon the termination of the trust, if the Beneficiary is living, the Trustee shall pay the entire remaining trust property (including undistributed income) to the Beneficiary, outright and free of trust.

7. Should the Beneficiary die before attaining the age of thirty (30) years, this trust shall terminate, and the entire trust property then remaining shall be paid over and distributed in such manner as the Beneficiary shall appoint by his or her will, and such appointment may be exercised in favor of himself, his estate, his creditors and creditors of his estate. Should he fail to exercise such general power of appointment, the Trustee shall pay over and distribute the entire trust property then remaining to the estate of the Beneficiary. Notwithstanding any of the foregoing, the Trustee is prohibited from distributing any Broadcast Stock to any estate or person without prior written approval of the Federal Communications Commission.

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FOURTH: The Trustee is further directed as follows:

1. The interest of the Beneficiary in the income or principal of this trust shall be free from the control or interference of any creditor of a Beneficiary or of any spouse of a married Beneficiary and shall not be subject to attachment or execution or susceptible of anticipation or alienation.

2. Whenever used herein, words importing the singular shall include the plural and words importing the masculine shall include the feminine and the neuter, and vice versa, unless the context requires otherwise

FIFTH: This trust is an Ohio Trust and is to be governed and construed and administered according to its laws and shall continue to be so governed and construed and administered elsewhere within the United States or abroad.

SIXTH: In extension and not in limitation of the powers given him by law or other provisions of this instrument, the Trustee hereunder shall have the following powers with respect to this trust and its property, in each case to be exercised from time to time in her discretion and without order or license of court:

1. To retain indefinitely any investments and to invest and reinvest in and to exercise any option or options to purchase stocks, shares and obligations of corporations, in unincorporated associations, in partnerships (both general and limited) or in trusts and investment companies or in a common trust fund without giving notice to any Beneficiary or in any other kind of personal or real property, notwithstanding the fact that any or all of the investments made or retained are of a character or size which but for this express authority would not be considered proper for a Trustee;

2. To continue any unincorporated business of the Settlers indefinitely without the approval of any court and to incorporate such business at any time the Trustee deems it appropriate;

3. To sell, to exchange, to lease, to mortgage, and to make contracts concerning real or personal property for such consideration and upon such terms as to credit or otherwise as the Trustee may determine, which leases and contracts may extend beyond the term of this trust; to give options therefor; to execute deeds, transfers, leases and other instruments of any kind;

4. To hold bonds, shares or other securities and any and all kinds of real or personal property in bearer form or in the name of the Trustee or in the name of a nominee, without indication of any fiduciary capacity; to deposit cash in a checking or savings account in a bank or other financial institution, without indication of any fiduciary capacity;

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5. To give general or special proxies or powers of attorney for voting or acting in respect of shares or securities, which may be discretionary and with power of substitution; to deposit shares or securities with, or transfer them to, protective committees or similar bodies; to join in any reorganization and to pay assessments or subscriptions called for in connection with shares or securities held by the Trustee;

6. To improve or develop real estate; to construct, alter or repair buildings or structures on real estate; to settle boundary lines and easements and other rights with respect to real estate; to partition and to j with co-owners and others in dealing with real estate in any way;

7. To borrow money for any purposes connected with the protection, preservation, or improvement of this trust whenever such action is deemed advisable;

8. To pay, compromise, compound, extend, modify, renew, adjust, submit to arbitration, sell or release any claims or demands of this trust against others or of others against this trust, and to make payments in connection therewith;

9. To advance money for the protection of this trust, and for all expenses, losses, and liabilities incurred in or about the execution or protection of this trust or because of the holding or ownership of any property subject hereto, for which advances the Trustee shall have a lien on the trust property, and the Trustee may reimburse herself with interest thereon out of the trust property;

10. To make loan to, or to guarantee or endorse loans made by others to, the Beneficiary of this trust for such consideration and upon such terms as to interest, security, or otherwise as the Trustee may determine, and the Trustee shall not be liable for loss to the trust hereunder or to the Beneficiary for the default or failure of any borrower to repay any such loan or loans;

11. To employ investment counsel, custodians of trust property, brokers, agents, accountants, attorneys, consultants and expert witnesses;

12. To receive additions to this trust by gift and to hold and administer the same under the provisions hereof;

13. To pay as income the whole of the interest, dividends, rent or similar receipts from property, whether wasting or not and although bought or taken at a value above par, but if she sees fit, when property is bought or taken at a value above par, she may retain a position o the income to offset such loss to the principal; to treat as income or principal or to apportion between them stock dividends, extra dividends and rights to take stock or securities, except that all so-called capital gains dividends from regulated investment companies and from real estate investment trusts shall be allocated to principal; to charge to income or principal or to apportion between them any expense

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of making and changing investments, investment counsels' compensation, custodians' compensation, brokers' commissions, agents' compensation, attorneys' and accountants' fees, the fees of consultants and expert witnesses, insurance premiums, repairs or improvements, taxes, depreciation charges and Trustee's compensation; and generally to determine all questions as between income and principal and to credit or charge to income or principal or to apportion between them any receipt or gain and any charge, disbursement or loss as is deemed advisable in the circumstances of each case as it arises;

14. To make any payment of principal or income wholly or partly in kind by allotting and transferring specific securities or other personal or real property or undivided interests therein as a part or the whole of any one or more shares or payments, at current values;

15. To keep any or all of the trust property at any place or places in the State of Ohio or elsewhere within the United States or abroad or with a depository or custodian at such place or places;

16. If there is expressed in any provision of this trust the Settlor's intention to obtain an advantage or benefit conferred by a Federal estate, income, generation-skipping or gift tax law applicable to the trust created hereunder, the Trustee may construe such provision of this trust, or apply to any court having jurisdiction over this trust for construction of this trust, in accordance with the pertinent Federal estate, income, generation-skipping or gift tax regulations and rulings issued pursuant to such law in order to secure the intended tax advantage or benefit;

17. No powers enumerated herein or accorded to the Trustee generally pursuant to law shall be construed to enable the Settlor, or the Trustee or any other persons to purchase, exchange, or otherwise deal with or dispose of all or any part of the principal or income of the trust for less than an adequate consideration in money or money's worth, or to enable the Settlor to borrow all or any part of the principal or income of the trust, directly or indirectly without adequate interest or security. No person, other than the Trustee, shall have or exercise the power to vote or direct the voting of any shares or other securities of the trust, to control the investment of the trust either by directing investments or reinvestment or by vetoing proposed investments or reinvestment, or to reacquire or exchange any property of the trust by substituting other property of an equivalent value. The Trustee shall not use the income or principal of the trust to pay premiums on insurance on the lives of the Settlor or his wife.

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SEVENTH The following shall apply to the appointment and service of the Trustee:

1. Trustee shall appoint any successor trustee, but such a trustee may not be the Settlor or any member of the immediate family of the Settlor or Thomas L. Root. Said successor trustee shall be a licensed attorney at law or regulated financial institution. In the event that Trustee dies or otherwise is not able to select a successor trustee, Michael Fegen, Esq., of the bar of Huron County, Ohio, shall be appointed for the purpose of selecting a successor trustee for the Trust. Each successor Trustee shall designate a successor Trustee to serve after his or her death, resignation, or disqualification.

2. A Trustee may resign at any time by an instrument in writing which appoints a successor trustee delivered to the Settlor, or if neither Settlor is not then living, to the Beneficiary (or to such Beneficiary's legal guardian).

3. References in this instrument to the "Trustee" shall be deemed to include not only the original Trustee but also any successor Trustee, and all powers and discretions vested in the Trustee shall be vested in and exercisable by any such successor Trustee. A successor Trustee shall not be liable for any action taken by the Trustee prior to the time such successor becomes a Trustee.

4. No bond shall be required of the original Trustee hereunder or of any successor Trustee, or if a bond is required by law, no surety on such bond shall be required.

5. No one dealing with the Trustee need inquire concerning the validity of anything he or she proposes to do, or need see to the application of any money paid or any property transferred to or upon the order of the Trustee.

6. Each Trustee shall be responsible only for his or her acts or omissions in bad faith. A successor Trustee shall not be liable for any action taken by the Trustee prior to the time such successor becomes a Trustee.

EIGHTH: Notwithstanding any other provision of this Trust, all of the following provisions shall apply as long as the Trust holds any Broadcast Stock:

1. No Beneficiary may direct the Trustee in the discharge of his or her duties, including without limitation in the casting of any votes as holder of Broadcast Stock. All voting rights for any stock deposited in the Trust shall vest exclusively in the Trustee.

2. The Trustee shall not sell, devise, give, convey or assign any broadcast Stock held by the Trust to any Beneficiary, to any Settlor, to Thomas L. Root, or to any member of the immediate family of any of the foregoing. Any sale or transfer of

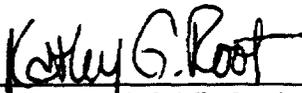
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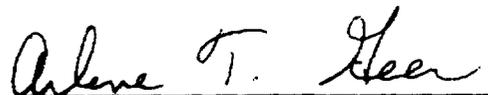
Broadcast Stock shall be made fully in accordance with all applicable federal, state and local laws, statutes, regulations and ordinances.

3. The Trustee shall not provide any information relating to any Broadcast Stock held by the Trust to any Beneficiary or Settlor, other than to confirm the number of shares of such Stock held by the Trust. In the event that the Trustee obtains any information about the operation, management or financial condition of any corporation for which the Trust holds Broadcast Stock, the Trustee is prohibited from disclosing any such information to any Beneficiary or Settlor.

NINTH: This Trust Agreement may be executed in counterparts. Anyone may rely upon a copy certified by a Trustee and acknowledged before a notary public to be a counterpart of this Agreement (and of the writings, if any, endorsed thereon or attached thereto). Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy to be a Trustee hereunder.

IN WITNESS WHEREOF, KATHY G. ROOT and ARLENE M. GEER, the Settlers, has hereunto set their hands, and THOMAS J. STOLL, ESQ. in token of his acceptance of the trust hereby created, has set his hand hereto, all as of the date first written above.


KATHY G. ROOT, Settlor


ARLENE T. GEER, Settlor

THOMAS J. STOLL, Trustee

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