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FEB 26 1997

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February 26, 1997

By Hand Delivery

The Honorable Edward Luton
Administrative Law Judge
Federal Communications Commission
2000 L Street, N.W., Room 225
Washington, D.C. 20554

Dear Judge Luton:

Re: In re Applications of The Petroleum V. Nasby Corporation
MM Docket No. 93-135

Enclosed is an amendment to the applications of The Petroleum V. Nasby Corporation ("Nasby") (FCC File Nos. BTCH-921019HX and HY), for transfer of control of Station WSWR(FM), Shelby, Ohio. The amendment is being tendered at the direction of your Honor in connection with Nasby's motion for summary decision and grant of the renewal and transfer of control applications of Nasby previously filed with the Commission on August 2, 1996.

A copy of the amendment has been hand-delivered to James Shook, Esquire, Mass Media Bureau counsel. In addition, a copy of the amendment has been provided to the FCC's Ownership Section, in accordance with 47 C.F.R. §73.3613(b), as the amendment contains an executed copy of The Root Family Irrevocable Trust.

Should you have any questions, please contact undersigned counsel.

Sincerely,

Ann C. Farhat

Ann C. Farhat

Counsel for The Petroleum
V. Nasby Corporation

cc by hand: James Shook, Esquire
Enforcement Division, Mass Media Bureau
FCC, 2025 M Street, N.W., Room 8202-F

Federal Communications Commission, Ownership Section

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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION Federal Communications Commission
WASHINGTON, D.C. 20554 Office of Secretary

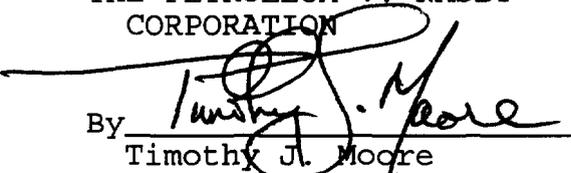
In re Application of) MM Docket No. 93-135
)
THE PETROLEUM V. NASBY CORPORATION) File No. BTCH-921019HX
Shelby, Ohio) File No. BTCH-921019HY
)
For Transfer of Control)
of Station WSWR(FM))

To: The Honorable Edward Luton
Administrative Law Judge

AMENDMENT

The above-referenced applications are hereby amended to include the attached information relative to the proposed transfer of The Petroleum V. Nasby stock owned by Kathy G. Root, Individually and as Custodian on behalf of her minor children, and Arlene M. Geer, Trustee, to Thomas J. Stoll, Esquire, Trustee, pursuant to The Root Family Irrevocable Trust.

THE PETROLEUM V. NASBY
CORPORATION

By 
Timothy J. Moore
Its President

February 21, 1997

SECTION 1 (Page 2)

PART 1 - Transferor

1. Name of Transferors Kathy G. Root, Individually and as Custodian Arlene M. Geer, Trustee	Street Address On file		
	City	State	ZIP Code
	Telephone Number (include area code)		

2. Authorization which is proposed to be transferred

(a) Call letters WSWR (FM) Location Shelby, OH

(b) Has the station commenced its initial program tests within the past twelve months? On file Yes No

If Yes, was the initial construction permit granted after comparative hearing? Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No.

(c) Has the license for the station been acquired through the Commission's Minority Ownership Policy? Yes No

If Yes, has the station been operated on-air for less than the past twelve months? On file Yes No

If Yes, attach as an Exhibit the showing required by 47 C.F.R. Section 73.3597. Exhibit No.

3. Call letters of any SCA, FM or TV booster station, or associated auxiliary service stations (e.g., remote pickup, STL, inter-city relay) which are to be transferred:

On file

4. Attach as an Exhibit a copy of the contract or agreement for transfer of control of the license. If there is only an oral agreement, reduce the terms to writing and attach.

Exhibit No.
1

5. If this application is for transfer of control of an entity holding a construction permit for an unbuilt station, submit as an Exhibit the detailed showings and declarations of the applicants required by 47 C.F.R. Section 73.3597 regarding the transferor's legitimate and prudent out-of-pocket expenditures and the retention, if any, of any interest in the station.

Exhibit No.

DNA

6. Attach as an Exhibit a full narrative statement as to the means by which transferor has control over the licensee and the manner by which control over licensee is being transferred.

Exhibit No.

7. Stock holdings of transferor in licensee:

See motion for summary decision and grant of the renewal and transfer of control applications

NAME OF TRANSFEROR	INTEREST HELD		LICENSEE'S TOTAL SHARES OUTSTANDING	
	BEFORE TRANSFER Shares %	AFTER TRANSFER Shares %	BEFORE TRANSFER	AFTER TRANSFER
Kathy G. Root, Ind.	33/7.3%	0/0%	filed on 8/2/96 450 issued 50 treasury	450 issued
Kathy G. Root, Cust.	50/11.1%	0/0%		50 treasury
Arlene M. Geer	100/22.2%	0/0%		

SECTION I (Page 3)

8. State whether the transferor or any party to the transferor:

On file

(a) has any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or

Yes No

(b) has had any interest in or connection with an application which has been denied or dismissed with prejudice; or any FCC license which has been revoked.

Yes No

If the answer to (a) or (b) is Yes, submit an Exhibit which includes the following information:

Exhibit No.

- (1) name of party with such interest;
- (2) nature of interest or connection, giving dates;
- (3) call letters or file number of application; or docket number; and
- (4) location.

9. Since the filing of the transferor's last renewal application for the station affected by this transfer or other application, has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

Yes No

On file

If Yes, attach as an Exhibit a full description of the persons and matter involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), and the disposition of the litigation.

Exhibit No.

SECTION I (Page 5)

(SEE APPENDIX FOR INSTRUCTIONS)

Part III - Transferee

1. Name of Transferee Thomas J. Stoll, Trustee	Street Address 51 E. MAIN ST		
	City Norwalk	State OH	Zip Code
	Telephone No. (include area code) 419/468-8403		

2. Does the contract submitted in response to Question 4, Part I of Section I embody the full and complete agreement between the transferor and transferee? Yes No

If No, explain in an Exhibit.

Exhibit No.

SECTION II - TRANSFEREE'S LEGAL QUALIFICATIONS

1. Transferee is:

- an individual a general partnership a for-profit corporation
- other a limited partnership a not-for-profit corporation

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in an Exhibit the nature of the applicant.

Does not apply

Exhibit No.

3. Complete if applicable, the following certifications:

(a) Applicant certifies that no limited partner will be involved in any material respect in the management or operation of the proposed station.

Does not apply

Yes No

If No, applicant must complete Question 4 below with respect to all limited partners actively involved in the media activities of the partnership.

(b) Does any investment company (as defined by 15 U.S.C. Section 80 a-3), insurance company, or trust department of any bank have an aggregated holding of greater than 5% but less than 10% of the outstanding votes of the applicant?

Yes No

If Yes, applicant certifies that the entity holding such interest exercises no influence or control over the applicant, directly or indirectly, and has no representatives among the officers and directors of the applicant.

Yes No

SECTION II - TRANSFEREE'S LEGAL QUALIFICATIONS (Page 2)

NOTE: The terms "applicant" and "parties to this application" are defined in the instructions for Section II of this form. Complete information is required as to each "party to this application" AND where appropriate, each "party to this licensee" who are not associated with the transferee. If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement with appropriate justification.

4. List the applicant, and, if other than a natural person, its officers, directors, stockholders and partners with attributable interests. Use one column for each individual or entity. Attach additional pages if necessary.

(Read carefully - The numbered items below refer to line numbers in the following table.)

a. Name and residence of the applicant and, if applicable, its officers, directors, stockholders, or partners (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List the applicant first, officers next, then directors and, thereafter, remaining stockholders and partners.

b. Citizenship.

c. Office or directorship held.

d. Number of shares or nature of partnership interests.

e. Number of votes.

f. Percentage of votes.

NOTE: Radio Applicants ONLY. Radio applicants need not respond to subparts g. and h. of the table. Instead, proceed and respond to Questions 5, 6, and 7, Section II below.

g. Other existing attributable interests in any broadcast station, including the nature and size of such interests.

h. All other ownership interests of 5% or more (whether or not attributable), as well as any corporate officership or directorship, in broadcast, cable, or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in 47 C.F.R. Section 73.3555 and 76.501, including the nature and size of such interests and the positions held.

a.	Thomas J. Stoll, Trustee Norwalk, OH		
b.	USA		
c.	---		
d.	183		
e.	183		
f.	40.6%		
g.			
h.			

SECTION 11 - TRANSFEREE'S LEGAL QUALIFICATIONS (Page 3)

RADIO APPLICANTS ONLY NEED TO RESPOND TO QUESTIONS 5, 6 AND 7.

5. Does the applicant, or any party to the application, own, or have an attributable interest in: (a) any AM, FM or TV station; or (b) a daily newspaper in the same market(s) as the station(s) being acquired?

Yes No

6. Does the applicant, or any party to the application, broker more than 15 percent of the broadcast hours per week of any AM or FM station in a market in which the applicant, or party to the application, has an attributable interest in any AM or FM station? See 47 C.F.R. Section 73.3555(a) for definition of "radio market."

Yes No

If the answer to 5 or 6 is Yes, set forth in an Exhibit, name of party having interest; nature of the interest; call letters and location of stations involved; and identification of newspaper, where applicable.

Exhibit No.

7. Does the principal community service contour (predicted or measured 5 mV/m groundwave contour for AM; predicted 3.16 mV/m contour for FM) of any AM or FM station being acquired overlap the principal community service contour of:

(a) an AM or FM station which is directly or indirectly owned, operated or controlled by the applicant or any party to the application; or

Yes No

(b) an AM or FM station at which more than 15 percent of the broadcast time per week is brokered by the applicant or any party to the application?

Yes No

If the answer to (a) or (b) is Yes, do you certify that the ownership interests which will result from grant of the application(s) comply with 47 C.F.R. Section 73.3555(a), or that appropriate waivers of that section are herein sought?

Yes No

N/A

If Yes, attach a separate Exhibit containing the market and audience information necessary to demonstrate compliance.

Exhibit No.

Note: With reference to the Radio Contour Overlap Rule of 47 C.F.R. Section 73.3555(a), the applicant's Exhibit must include: (i) a map that clearly identifies, by relevant contours, the location and geographic coverage of the market or markets involved; (ii) the number of commercial AM and FM stations counted as being in the market or markets, including a map that shows the principal community contours of the stations that define the market or markets and the principal community contours of all commercial stations intersecting with the principal community contours of these stations; (iii) for markets with 15 or more commercial radio stations, a combined audience share figure, the basis and/or source material for this figure, and the results and qualification of any commissioned audience survey or alternative showing used; and (iv) the call letters and locations of all stations in the market or markets that are, or are proposed to be, commonly owned, operated or controlled, including any AM or FM station in the market for which the applicant or any party to the application brokers more than 15 percent of that station's broadcast time per week.

8. Does the applicant, or any party to the application, have:

(a) a petition pending to migrate to the expanded band (1605-1705 kHz)?

Yes No

(b) a permit or license in either the existing band (535-1605 kHz) or expanded band (1605-1705 kHz) that is held in combination with the station(s) proposed to be sold?

Yes No

If Yes, provide particulars as an Exhibit.

Exhibit No.

9. Does the applicant or any party to this application have any interest in or connection with a broadcast application pending before the FCC?

Yes No

10. Has the applicant or any party to this application had any interest in or connection with the following:

(a) an application which has been dismissed with prejudice by the Commission?

Yes No

(b) an application which has been denied by the Commission?

Yes No

(c) a broadcast station, the license of which has been revoked?

Yes No

(d) an application in any Commission proceeding which left unresolved character issues against the applicant?

Yes No

If the answer to any of the questions in 9 or 10 is Yes, state in an Exhibit the following information:

Exhibit No.

- (1) Name of party having interest;
- (2) Nature of interest or connection, giving dates;
- (3) Call letters of stations or file number of application or docket; and
- (4) Location.

11. (a) Are any of the parties to this application related (as husband, wife, father, mother, brother, sister, son or daughter) either to each other or to individuals holding nonattributable interests of 5% or more in the applicant?

Yes No

On file

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes No

If the answer to (a) or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

12. (a) Do individuals or entities holding nonattributable interests of 5% or more in the applicant have an attributable ownership interest or corporate officership or directorship in a broadcast station, newspaper or CATV system in the same area? (See Instruction B to Section II.)

Yes No

N/A

(b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of an individual holding a nonattributable interest of 5% or more in the applicant have any interest in or connection with any other broadcast station, pending broadcast application, newspaper in the same area (see 47 C.F.R. Section 73.3555(c)) or, in the case of a television station applicant only, a cable television system in the same area (see 47 C.F.R. Section 76.501(a))?

Yes No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Exhibit No.

13. (a) Is the applicant in violation of the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? (See Instruction C to Section II.)

Yes No

(b) Will any funds, credits or other financial assistance for the construction, purchase or operation of the station(s) be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents?

Yes No

If the answer to (b) above is Yes, attach as an Exhibit a full disclosure concerning this assistance.

Exhibit No.

14. (a) Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the applicant or parties to this application in a civil or criminal proceeding, brought under the provisions of any law related to the following: any felony; mass media related antitrust or unfair competition; fraudulent statements to another governmental unit; or discrimination?

Yes No

[Handwritten scribble]

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in (a) above?

Yes No

If the answer to (a) and/or (b) above is Yes, attach as an Exhibit a full disclosure concerning the persons and matters involved, including an identification of the court or administrative body and the proceeding (by dates and file numbers), a statement of the facts upon which the proceeding is or was based or the nature of the offense alleged or committed, and a description of the current status or disposition of the matter.

Exhibit No.

15. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

- TRUST AGREEMENT

Exhibit No.

16. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. Section 310(d)) will be obtained?

Yes No
 Does Not Apply

If No, attach as an Exhibit a full explanation.

Exhibit No.

SECTION III - TRANSFEREE'S FINANCIAL QUALIFICATIONS

The applicant certifies that sufficient net liquid assets are on hand or are available from committed re-sources to consummate the transaction and operate the facilities for three months.

Yes No

On file

SECTION IV - TRANSFEREE'S PROGRAM SERVICE STATEMENT

Attach as an Exhibit a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

Exhibit No.

On file

SECTION V - TRANSFEREE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Does the applicant propose to employ five or more fulltime employees?

Yes No

On file

If the answer is Yes, the applicant must include an EEO program called for in the separate Model EEO Program Report (FCC Form 396-A).

SECTION VI - CERTIFICATION

(SECTION VI - CERTIFICATION - REV. 10/1991)

Part I - Transferor

1. Has or will the transferor comply with the public notice requirement of 47 C.F.R. Section 73.3580? Yes No
2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b). Yes No

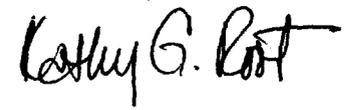
The TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The TRANSFEROR represents that it has not filed this application for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the TRANSFEROR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Transferor Kathy G. Root	Signature 
Title Individually, and as Custodian	Date February <u>24</u> , 1997

SECTION VI - CERTIFICATION

(2-20-91) FCC 315 (REV. 8-82)

Part 1 - Transferor

1. Has or will the transferor comply with the public notice requirement of 47 C.F.R. Section 73.3580? Yes No
2. By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b). **Not required** Yes No

The TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The TRANSFEROR represents that it has not filed this application for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

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I certify that the TRANSFEROR'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Transferor Arlene M. Geer	Signature <i>Arlene M. Geer</i>
Title Trustee	Date February <u>24</u> , 1997

SECTION VI - CERTIFICATION (Page 3)

Part III - Transferee

By checking Yes, the applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 862, or, in the case of a non-individual applicant (e.g., corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. Section 1.2002(b).

Yes No

The TRANSFEEEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended.)

The TRANSFEEEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all its exhibits are a material part hereof and are incorporated herein.

The TRANSFEEEE represents that it has not filed this application for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with 47 C.F.R. Section 1.65, the TRANSFEEEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify that the TRANSFEEEE'S statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Name of Transferee Thomas J. Stoll	Signature <i>Thomas J. Stoll, Trustee</i>
Title Trustee	Date February 24, 1997

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The Commission will use this information to determine whether grant of this application is in the public interest. In reaching that determination, or for law enforcement purposes, it may become necessary to refer personal information contained in this form to another government agency. In addition, all information provided in this form will be available for public inspection. If information requested on the form is not provided, processing of the application may be delayed or the application may be returned without action pursuant to the Commission's rules. Your response is required to obtain the requested authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 95-579, DECEMBER 31, 1974, 5 U.S.C. 552(e)(3) AND THE PAPERWORK REDUCTION ACT, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

Exhibit 1

Attached hereto is a copy of the The Root Family Irrevocable Trust.

THE ROOT FAMILY IRREVOCABLE TRUST

THIS TRUST AGREEMENT made February 24, 1997, 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

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.

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;

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 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 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 Settlers'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 Settlers, 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 Settlers 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 Settlers or his wife.

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 Settlers or any member of the immediate family of the Settlers 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 Settlers, 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:

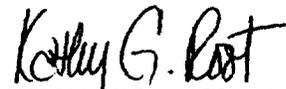
1. No Beneficiary may direct the Trustee in the discharge of his or her duties, including without limitation in the casting of any votes as holder of Broadcast Stock. All voting rights for any stock deposited in the Trust shall vest exclusively in the Trustee.

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 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

THE ROOT FAMILY IRREVOCABLE TRUST

Schedule A

ARLENE M. GEER and KATHY G. ROOT, as Settlers hereby, transfer the following described property to THOMAS J. STOLL, and his successor or successors, as Trustee, to be held in trust in accordance with the terms of THE ROOT FAMILY IRREVOCABLE TRUST created by agreement of even date herewith, said conveyance to be effective only upon approval of the Federal Communications Commission:

One Hundred Eighty Three (183) Shares of Voting Common Stock
in The Petroleum V. Nasby Corporation, an Ohio corporation.

One Dollar (\$1.00)

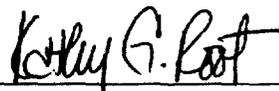
Each Beneficiary has the following interest in the corpus and income of the Trust:

Thomas P.J. Root, Date of Birth, August 23, 1981: 27.2%

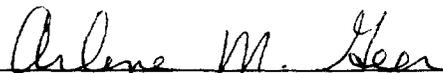
Leslie J.L. Root, Date of Birth, August 23, 1984: 27.2%

Travis S.C. Root, Date of Birth, December 4, 1987: 27.2%

Kathy G. Root, Date of Birth, September 4, 1953: 18.3%



KATHY G. ROOT, Settlor



ARLENE M. GEER, Settlor