

**Amendment No. 4  
to the Zoe Dell Nutter Charitable Remainder Unitrust**

This Amendment No. 4 entered into this 9<sup>th</sup> day of March, 2010, by and between Zoe Dell Nutter ("Donor") and Security National Bank and Trust Co. of Springfield, Ohio ("Trustee").

A. On December 19, 2001, Donor established an Irrevocable Charitable Remainder Unitrust known as the Zoe Dell Nutter Charitable Remainder Unitrust (the "Trust") with the Trustee.

B. Pursuant to Section 6 of the Trust, Donor retained the right to remove any of the charitable entities named in Section 6 as a distributee from the Trust at the time of the death of the Donor and to name another charity to be a future distributee of the Trust provided that in all cases any such charity named by the Donor shall be a Qualified Charity as defined under said Section 6 of the Trust.

**NOW, THEREFORE,** the Donor and the Trustee agree as follows:

1. The Donor hereby elects pursuant to the authority granted under Section 6 of the Trust to change the provisions of Section 6 in its entirety as set forth in the December 19, 2001 Trust, as well as in Amendment No. 1 dated March 9, 2004, Amendment No. 2 dated April 19, 2004, and Amendment No. 3 dated June 28, 2004.

2. In lieu of the provisions of Section 6, as amended, the Donor hereby amends Section 6 to provide as follows that upon the termination of the Trust, the Trustee shall distribute all of the then principal and income of the Trust (other than any amount due Recipient) as follows:

- (1) Twenty percent (20%) to Dayton Engineers Club to be used for its operating purposes.
- (2) Ten percent (10%) to the Treasure Island Museum Association, in San Francisco, California.
- (3) Twenty percent (20%) to the Louis A. Turpin Museum at the San Francisco, California International Airport.
- (4) Twenty percent (20%) to Cedarville University.
- (5) Fifteen percent (15%) to the Aviation Heritage Foundation, Inc.
- (6) Fifteen percent (15%) to the National Aviation Hall of Fame.

if all of said entities are in existence at said time and provided that all of said entities are charitable organizations within the meaning of Code Section 170(c), Code Section 501(c)(3), Code Section 2055(a) and Code Section 2522(a), or any successor provisions thereto (a "Qualified Charity").

3. In all other respects, including the authority of the Recipient to remove any of the foregoing entities or to change the percentage share of the remainder interest of any of the foregoing entities or any subsequent named entities, the said Trust is ratified and confirmed by the Donor and the Trustee and shall remain in full force and effect in accordance with the Trust Agreement dated December 19, 2001.

4. This Amendment shall be known as Amendment No. 4 of the Zoe Dell Nutter Charitable Remainder Unitrust.

**IN WITNESS WHEREOF**, Zoe Dell Nutter has hereunto set her hand as Donor and Security National Bank and Trust Co. of Springfield, Ohio, as Trustee, has caused this Agreement to be executed by its duly authorized officer effective on the day and year first above written.

  
Zoe Dell Nutter  
"Donor"

Security National Bank & Trust Co.  
of Springfield, Ohio

By:   
Mary L. Goddard  
Vice President & Trust Officer  
"Trustee"

STATE OF OHIO  
COUNTY OF GREENE, ss:

Before me, a notary public in and for said county and state, personally appeared the above-named Zoe Dell Nutter who acknowledged that she did sign the foregoing Amendment No. 4 of the Zoe Dell Nutter Charitable Remainder Unitrust and that the same is her voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Xenia, Ohio, this 9<sup>th</sup> day of March, 2010.

  
Notary Public

WILLIAM A. ROGERS, JR., Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.

STATE OF OHIO  
COUNTY OF CLARK, ss:

Before me, a notary public in and for said county and state, personally appeared the above-named Mary L. Goddard, Vice President and Trust Officer of Security National Bank and Trust Co. of Springfield, Ohio, who acknowledged that she did sign the foregoing Amendment No. 4 of the Zoe Dell Nutter Charitable Remainder Unitrust and that the same is his voluntary act and deed, individually and on behalf of said Security National Bank and Trust Co. of Springfield, Ohio.

In Testimony Whereof, I have hereunto set my hand and official seal at Springfield, Ohio, this 12<sup>th</sup> day of March, 2010.

  
Notary Public



HUGH W. BARNETT  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 07-15-2014

## IRREVOCABLE CHARITABLE REMAINDER UNITRUST

On this 19<sup>th</sup> day of December, 2001, ZOE DELL NUTTER ("Donor") desiring to establish a charitable remainder unitrust within the meaning of Section 664(d)(2) and (3) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder hereby creates the ZOE DELL NUTTER CHARITABLE REMAINDER UNITRUST (the "Trust").

1. **TRUSTEE.** Donor hereby designates **SECURITY NATIONAL BANK & TRUST CO. OF SPRINGFIELD, OHIO**, as a Qualified Trustee (as defined below) of the Trust.

- (a) **Vacancy to be filled by Recipient.** In the event that **SECURITY NATIONAL BANK & TRUST CO. OF SPRINGFIELD, OHIO**, shall for any reason fail or cease to serve as Trustee, a Qualified Trustee (herein defined) shall be appointed by the Recipient (as defined in Section 3 of this trust instrument) within thirty (30) days. During any time that an individual Recipient is incapacitated, the appointment power hereunder shall be exercisable by such Recipient's attorney-in-fact, acting under a general, durable Power of Attorney, if any, and otherwise by the Recipient's legal guardian.
  - (i) **Qualified Trustee.** For purposes hereof, a Qualified Trustee shall be (a) any legally competent adult individual or (b) any bank or corporation having trust powers in the state of Ohio that, at the effective time of appointment, has either (i) a minimum capital and surplus of at least \$5,000,000.00 or (ii) at least \$50,000,000.00 in trust assets under management and administration. Each such Qualified Trustee, whether an individual or a bank or corporation, must be an "independent trustee." An independent trustee means an individual, bank, or corporation that is not a "related or subordinate party" within the meaning of the Code Section 672(c) with respect to the Donor.
  - (ii) **Procedure for Appointment.** Any appointment of a Qualified Trustee must be evidenced by a writing in recordable form, signed by the person exercising the power of appointment and delivered to the Qualified Trustee so appointed. The writing must identify the appointee, state the effective time and date of appointment, and contain an acceptance by the appointee.
- (b) **Removal Power.** At any time or from time to time, the Recipient (acting through the representatives described in paragraph (a) of this Section 1. shall have the power to remove the Trustee then serving by giving written notice of removal to the Trustee. Such removal shall become effective upon the acceptance of the trust by a Qualified Trustee appointed by the Recipient pursuant to the provisions of paragraph (a) of this Section 1.
- (c) **Resignation.** The Trustee shall have the power to resign at any time during the Trust term upon prior written notice to the Donor and the Recipient. In the event a Trustee fails to meet the definition of Qualified Trustee at any time while serving in the capacity of Trustee, such Trustee shall immediately resign and a successor shall be appointed by the Recipient as provided in paragraph (a) of this Section 1.
- (d) **Bond and Compensation.** No Trustee serving hereunder shall be required to post bond, and each Trustee shall be entitled to receive reasonable compensation for services rendered as Trustee and reimbursement of expenses incurred in the performance of those services; provided, however, that no Trustee shall receive

compensation in excess of forty (40) basis points times the value of trust assets on January 3<sup>rd</sup> each year or in excess of that which is reasonable as defined for purposes of Code Section 4941(d)(2)(E) and 4945(d)(5).

2. **FUNDING OF TRUST.** The donor transfers to the Trustee the property described in Schedule A, attached hereto and incorporated herein for all purposes, and the Trustee accepts such property and agrees to hold, manage and distribute such property of the Trust under the terms set forth in this Trust instrument.

3. **PAYMENT OF UNITRUST AMOUNT.** In each taxable year of the Trust, the Trustee shall pay to the donor (herein the "Recipient") a unitrust amount equal to 7.0 percent of the net fair market value of the assets of the Trust valued as of the first day of each taxable year of the Trust (the "Valuation Date").

The unitrust amount shall be paid in quarterly instalments. Any income of the Trust for a taxable year in excess of the unitrust amount shall be added to principal. If for any year the net fair market value of the Trust assets is incorrectly determined, then within a reasonable period of time after the value is finally determined for federal tax purposes, the Trustee shall pay to the Recipient (in the case of an undervaluation) or receive from the Recipient (in the case of an overvaluation) an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid, plus interest to the extent required by the Treasury Regulations.

4. **TERM.** The Trust term shall be a term equal to the life of the Donor.

5. **PRORATION OF THE UNITRUST AMOUNT.** In determining the unitrust amount, the Trustee shall prorate the same on a daily basis for a short taxable year.

6. **DISTRIBUTION TO CHARITY.** Upon termination of the Trust, the Trustee shall distribute all of the then principal and income of the Trust (other than any amount due Recipient) as follows: (1) Thirty-five percent (35%) to The University of Kentucky College of Engineering, (2) Twenty percent (20%) to Wright State University to be used for educational purposes, (3) Twenty percent (20%) to the Ohio State University Veterinary School, (4) Fifteen percent (15%) to The National Aviation Hall of Fame Endowment Fund, and (5) Ten percent (10%) to Cedarville College, if said entities are in existence at the date of distribution and provided that said entities are charitable organizations within the meaning of Code Section 170(c), Code Section 501(c)(3), Code Section 2055(a) and Code Section 2522(a), or any successor provisions thereto (a "Qualified Charity"). At any time during the Trust term and at termination, the Recipient shall have the authority to remove an entity, change the percentage share of the remainder interest of the entity or any subsequent named recipient of the remainder of the Trust property at termination, and/or name another charity or charities, provided, in all cases that the charity or charities named by the Donor is a Qualified Charity. In the event that any charity or charities named by Donor in accordance with this Section 6 is not in existence or fails to qualify as a Qualified Charity on the date of distribution, then the Trustee shall name a replacement Qualified Charity or Charities as the charitable beneficiary that has a charitable purpose or purposes as similar as possible to the purpose or purposes of the charity or charities named in the written directive under the doctrine of *cy pres*.

7. **ADDITIONAL CONTRIBUTIONS.** If any additional contributions are made to the Trust after the initial contributions, the unitrust amount for the year in which the additional contribution is made shall be equal to (1) the sum of 7.0 percent, the net fair market value of the Trust asset as of the Valuation Date (excluding the assets so added and any income from, or appreciation on, such assets) plus (2) that portion of 7.0 percent of the net fair market value of the assets so added that were excluded under (1) that the number of days in the period that begins with date of contribution and ends with earlier of the last date of the taxable year or the day of the end of the Trust term bears to the number of days in the period that begins on the first day of such taxable year and ends with the earlier of the last day of such taxable year or the day of the end of the Trust term. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued as of the time of contribution. No

additional contributions to the Trust shall be permitted unless such contributions are made by the Donor.

8. **PROHIBITED TRANSACTIONS.** The Trustee shall make distributions at such time and in such manner as not to subject the Trust to tax under Code Section 4942. Except for the payment of the unitrust amount to the Recipient, the Trustee shall not engage in any act of self-dealing, as defined in Code Section 4941(d), shall not make any taxable expenditures, as defined in Code Section 4945(d), shall not retain any excess business holdings as defined in Code Section 4943(c) but only if such retention would subject the Trust to tax under Code Section 4943, and shall not make any investments which would jeopardize the charitable purpose under Code Section 4944 but only if such investments would subject the Trust to tax under Code Section 4944.

9. **TAXABLE YEAR.** The taxable year of the Trust shall be the calendar year.

10. **GOVERNING LAW.** The operation of the Trust shall be governed by the laws of the Ohio Principal and Income Act. The Trustee, however, is prohibited from exercising any power or discretion granted under Ohio law that would be inconsistent with the qualification of the Trust under Code Sections 664(d)(2) and (3) and the regulations thereunder.

11. **LIMITED POWER OF AMENDMENT.** The Trust is irrevocable. The Trustee, however, shall have the power, acting alone, to amend the Trust in any manner required for the sole purpose of ensuring that the Trust qualified and continues to qualify as a charitable remainder unitrust within the meaning of Code Sections 664(d)(2) and (3).

12. **INVESTMENT OF TRUST ASSETS.** Nothing in this Trust instrument shall be construed to restrict the Trustee from investing the Trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of Trust assets. In addition, as to each and any corporation, partnership, limited liability company or other entity, public or private, in which the Trust, as such, holds or acquires any interest (each such entity herein referred to as the "Entity"), the Trustee is hereby authorized to retain the interest in the entity for so long as the Trustee, in the Trustee's sole discretion, deems to be in the best interest of the Trust regardless of the fact that such interest in the Entity might produce no income, regardless of any duty to diversify investments, and notwithstanding any other Trustee's obligation which might otherwise require the Trustee to dispose of such interest in the Entity. Likewise the Trustee is authorized, to the extent permitted by applicable law, to exercise its rights and powers as holder of any such interest in the Entity, including, without limitation, the right to sell, redeem or otherwise dispose of the interest in the Entity, at such time and upon such conditions as shall, in the opinion of the Trustee (in its sole discretion), be in the best interests of the Trust.

13. **GENERAL TRUSTEE'S POWERS.** The Trustee shall have all powers conferred on trustees by the trust laws of the State of Ohio, except to the extent that such powers may conflict with any of the provisions of this Trust, in which event the provisions of this Trust shall govern. In addition to those powers now or subsequently conferred upon fiduciaries by law and/or provided for in other sections of this Trust, the Trustee shall have the following powers, all of which may be exercised without the necessity of securing the approval or order of any court: (a) to acquire, by purchase or otherwise, to retain, invest and reinvest, and to manage, temporarily or permanently, any realty, personalty or intangibles, without any requirement of investment diversification and regardless of the risk, unproductive or extra hazardous nature of such investments and to retain any such investments for any period of time without liability therefore; (b) to open and maintain bank accounts and brokerage accounts; (c) to do any and all acts, to exercise any and all rights, to take any and all proceedings and to enter into any and all contracts (including those containing guarantees, warranties, representations and indemnifications of any kind or nature), and other instruments (whether or not specified above and including but not limited to the preparation and filing of any and all registration statements and instruments of whatever kind with the Securities and Exchange Commission and the payments of any and all expenses in that connection) proper in its opinion in the administration of the Trust; (d) to assent to or

participate in any reorganization, readjustment, recapitalization, liquidation, partial liquidation, consolidation, merger, dissolution, sale or purchase of assets, lease, mortgage, contract or other action or proceeding by any corporation, partnership, limited liability company or other entity and, in that connection, to subscribe to new securities or exchange any property for any other property or pay assessments or other expenses related thereto, or to delegate discretionary powers to any reorganization, protective, or similar committee; (e) to improve, repair, replace, abandon and demolish assets; (f) to sell, exchange, encumber, option, lease for any period, or otherwise dispose of any asset of this Trust on such terms, for such consideration and under such circumstances as the Trustee deems advisable; (g) to abandon, compromise, contest and arbitrate claims; (h) to hold title in the name of a nominee; (i) to appoint, engage and employ (and discharge, remove or terminate) such auditors, engineers, attorneys, accountants, custodians (individual and/or corporate), attorneys-in-fact, agents and employees as the fiduciary deems proper, and to delegate to such persons such authorities (including discretionary authorities) as the Trustee deems appropriate; (j) to make distributions in kind, in money, or partly in each; (k) for any fiduciary serving without compensation, to act as fiduciary without liability in the absence of gross negligence, bad faith, fraud, or wilful misconduct; and (l) for any corporate fiduciary, to deposit funds with itself as a permanent investment.

14. **TRUST ACCOUNTING.** Except to the extent, if any, that Section 15 applies, all matters relating to administration of and accounting for the Trust shall be performed in accordance with this Section 14. The following provisions shall apply in determining Trust income and principal: (a) the Trustee, in the exercise of the Trustee's discretion, shall make reasonable allocation between income and principal of the Trustee's compensation and the fees and expenses of accountants, attorneys, investment advisors and other professionals that render services to the Trust and (b) the Trustee, in the exercise of the Trustee's discretion, shall make reasonable allocation of other receipts and expenses between income and principal and shall, if the Trustee deems it necessary or advisable in the exercise of its discretion, create reasonable reserves for depletion and depreciation.

15. **RESTRICTIONS ON TRUSTEE.** Notwithstanding anything to the contrary contained in any other provision of this Trust Agreement:

- (a) No person may purchase, exchange or otherwise dispose of the principal or income of this Trust for less than adequate consideration in money or money's worth;
- (b) No person may reacquire any property held under this Trust by substituting other property of an equivalent value;
- (c) Donor may not borrow the principal or income of this Trust, directly or indirectly, but for this purpose a loan made in the ordinary course of business by a corporation, partnership or other entity in which the Trust is a shareholder, partner or owner shall not be regarded as a loan, whether direct or indirect, of the principal or income of this Trust; and
- (d) Donor directs that this Trust shall be construed and administered by the Trustee and all others so that the Trust is not characterized as a grantor trust, as defined in the Code.

16. **INTENT TO OBTAIN A CHARITABLE DEDUCTION.** It is the intent of the Donor and the Trustee in executing this Trust instrument to create a charitable remainder unitrust within the meaning of Code Section 664(d)(2) and to obtain for Donor the full benefit of any income, gift and estate tax charitable deductions available to creators of charitable remainder unitrusts under the Code, and for the Trust the exemption from income tax provided by Code Section 664(c). Accordingly, the provisions of this Trust instrument shall be construed and this Trust shall be administered in accordance with said intention and in a manner consistent with those Code sections dealing with charitable remainder trusts.

17. **DEATH TAXES.** No estate, inheritance, succession, transfer (including generation-skipping transfer) or other death taxes (including interest and penalties thereon) imposed by any federal, state or other taxing authority (hereunder "Death Taxes") shall be payable from Trust property. Accordingly, no unitrust interest of a successor Recipient shall take effect unless such successor Recipient furnishes the funds for payment of any Death Taxes for which the Trustee may be liable upon the death of the prior Recipient.

18. **INVESTMENT ADVISOR.**

- (a) Donor appoints Lehman Brothers, Dayton, Ohio, as investment advisor for this trust. Lehman Brothers shall give directions to the Trustee concerning the investment of the Trust Estate. The Trustee shall implement and execute such directions within a reasonable time after receipt of such directions as are consistent with the duties and obligations of the Trustee. Upon receipt of such directions from the investment advisor, the Trustee shall perform all acts necessary and advisable to carry out such directions as expeditiously as reasonably possible, and, the Trustee shall have no duty to conduct an independent investigation of the propriety of such directions. The investment advisor shall be entitled to receive reasonable compensation for any year during which the investment advisor actually performs advisory services to the Trust Estate, which payment may be made from income or principal or both.
- (b) The Trustee shall not be liable or responsible in any manner whatsoever to any person interested in the Trust created hereunder for any losses to the Trust Estate by reason of purchases, sales, investments or reinvestments of any assets of the Trust Estate by the Trustee pursuant to the directions given by such investment advisor. In the event litigation is instituted against the Trustee by reason of any of the aforementioned transactions, it shall be reimbursed from the Trust Estate for all expenses to which it may be subjected by any such action.
- (c) Resignation of Investment Advisor. Any Investment Advisor may resign with respect to the trust established hereunder at any time by instrument signed by the Investment Advisor and delivered to the Grantor.
- (d) Removal of Investment Advisor. Donor shall have the right with the approval of the Trustee, exercisable by an instrument signed by her and delivered to the Trustee, to remove the Investment Advisor; provided that, the removal shall not be effective until a successor investment advisor has accepted his/her appointment as successor investment advisor.
- (e) Successor Investment Advisor. Donor by written notice to the Trustee shall designate an investment advisor registered under the Investment Advisors Act of 1940 and acceptable to the Trustee, to direct the Trustee with respect to all of the powers, rights, and investment directions contained in this Article.

19. **CONCLUSION AND ATTESTATION.** The undersigned attests that she executed this Trust instrument, and the terms thereof will bind, each donor and each Donor's successors and assigns, heirs and personal representatives, and any Trustee of the Trust. This instrument is to be effective upon the date first above written.

IN WITNESS WHEREOF, the Donor has hereunto set her hand and Daniel M. O'Keefe, Vice President and Trust Officer of SECURITY NATIONAL BANK & TRUST CO. OF SPRINGFIELD, OHIO, to evidence the Trustee's acceptance of the trusts herein expressed, has set its hand to this Trust at Springfield, Ohio, as of the day and year first above written.

WITNESSES:

[Signature]

Rebecca K. Harmon

Zoe Dell Nutter  
ZOE DELL NUTTER, DONOR

ATTEST:

Mary S. Laddick

SECURITY NATIONAL BANK &  
TRUST CO. OF SPRINGFIELD,  
OHIO, TRUSTEE

By: [Signature]  
Daniel M. O'Keefe, Vice President  
and Trust Officer

STATE OF OHIO,  
COUNTY OF GREENE, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named ZOE DELL NUTTER who acknowledged that she did sign the foregoing instrument and that the same is her voluntary act and deed. I further attest that ZOE DELL NUTTER appears to be of sound mind and not under duress, fraud, or undue influence.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Xenia, Ohio, this 18<sup>th</sup> day of December, 2001.

ROBT. A. MILLER, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration  
date. Section 147.03 O.R.C.

[Signature]  
NOTARY PUBLIC

STATE OF OHIO,  
COUNTY OF CLARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Daniel M. O'Keefe, Vice President and Trust Officer of SECURITY NATIONAL BANK & TRUST CO. OF SPRINGFIELD, OHIO, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed. I further attest that Daniel M. O'Keefe appears to be of sound mind and not under duress, fraud, or undue influence.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Springfield, Ohio, this 20<sup>th</sup> day of December, 2001.

Margaret E. Thornton  
NOTARY PUBLIC



MARGARET E. THORNTON  
Notary Public, State of Ohio  
My Commission Expires Oct. 2, 2006

**ACCEPTANCE BY TRUSTEE**

I acknowledge that I have been appointed as the Trustee of the ZOE DELL NUTTER CHARITABLE REMAINDER UNITRUST and I hereby evidence my acceptance of the office of Trustee and will hold and administer the Trust according to the provisions thereof and as required by law.

DATE: December 19<sup>th</sup>, 2001

**SECURITY NATIONAL BANK &  
TRUST CO. OF SPRINGFIELD,  
OHIO, TRUSTEE**

By: 

Daniel M. O'Keefe, Vice President  
and Trust Officer

SCHEDULE A

33133.787 shares/units TCW Galileo Funds Income & Growth (formerly Cowen Income and Growth Fund Class A) (COIGX)

3300 units Eaton Vance Ohio Muni Income Trust (EVO)

153 shares Key Corp. (KEY)

4000 ABN Amro Capital Preferred FDG Trust 7.5% (ABNPRA)