

THIRD: TRUSTEE'S POWERS. The Trustee shall have, with respect to the Trust Estate and each trust created hereunder, the following powers, all of which powers are fiduciary powers to be exercised in a fiduciary capacity and in the best interests of the respective trusts and the beneficiaries thereof, and which are to be exercised as the Trustee, acting in such fiduciary capacity, in the Trustee's sole discretion without prior authorization from any court, shall determine and which are intended in no way to limit the general powers of the office; provided, however, that no power shall be construed in a manner inconsistent with the statute and regulations pertaining to qualification of a trust as a Subchapter S shareholder or qualification of the Settlor's annuity interest as a qualified annuity interest; and further provided that no power held by the Settlor as Trustee after the date that is ten (10) years after the date of this Agreement shall be construed in any manner so as to constitute a power the holding of which, if held at the time of the Settlor's death, would cause the Trust Estate to be included in the Settlor's taxable estate for purposes of the Federal estate tax, or any subsequent corresponding United States transfer tax, namely:

3.01: PAYMENT OF EXPENSES OF ADMINISTRATION. To incur and pay any and all charges, taxes and expenses upon or connected with any trust created hereunder or the Trust Estate in the discharge of the Trustee's fiduciary obligations under this Agreement.

3.02: RETENTION OF CERTAIN STOCK. To retain as assets of the Trust Estate any stock or other securities of Midwest Television, Inc., and of Central Illinois Financial Company, Inc., or any corporation or corporations which may succeed to the business or assets thereof by merger, consolidation, acquisition of assets or otherwise (notwithstanding that such securities for a period of time may form the major part or all of the Trust Estate, that the resale of such securities to the public may be restricted or regulated by law, that they may be worth less than similar securities not having such restrictions, may be non-income-producing or may be speculative and carry with them a high degree of risk) until the Trustee shall determine that there exists some circumstance or condition (other than desirability of diversification) which shall cause the Trustee to decide that the sale or other conversion of all or any portion of such stock or securities is advisable and for the best interests of the Trust Estate. The Trustee shall in no way become liable or accountable to any beneficiary of this Agreement or to any other interested party for any shrinkage of income or loss of capital value resulting from the retention of any securities in such corporation or the operation or management of the

3.17: DIRECTIONS BY SETTLOR. Notwithstanding any other provision of this Agreement, the Trustee shall exercise the powers set forth in Section 3.12 hereof and the power to enter into certain agreements set forth in Section 3.03 hereof only as directed by the Settlor during the period of time from the date of this Agreement to the date that is seven (7) years after the date of this Agreement. The Trustee shall not be liable for any action or nonaction taken by him pursuant to such directions.

3.18: DISTRIBUTIONS. In effecting any annuity payment or any other payment, division or distribution of principal of the Trust Estate or of any income therefrom, to divide and distribute in kind any real or personal property or interests therein, without application to or approval by or order of any court and without the necessity of converting the same to cash, to assign different properties or kinds of property to and among the beneficiaries receiving such payments or distributions and to make such payments, divisions or distributions in cash or in kind, or partly in cash and partly in kind, including on a non-pro rata basis, at valuations determined by the Trustee. Any assets to be so distributed in kind shall be valued at their respective values on the date of their distribution. The Trustee may not effect any annuity payment or other payment, division or distribution during the term of the Annuity Trust by means of a promissory note unless, in the written opinion of experienced tax counsel selected by the Trustee and acceptable to the Settlor, the use of any such note by the trust is consistent with the intention of the Settlor as set forth in Section 1.14.

3.19: TAXES. To exercise any rights of election or other rights which may from time to time be available to the Trustee under or in respect of the provisions of the Code or of any other tax law, and, without limiting the generality of the foregoing, to arrange for extensions of time for filing returns or payment of any tax.

3.20: POWERS OF TRUSTEE TO CONTINUE UNTIL FINAL DISTRIBUTION. To exercise any of such powers after the date on which the principal and income of the Trust Estate shall have become distributable and until such time as the entire principal of, and income from, the Trust Estate shall have been actually distributed by the Trustee.

3.21: DISCRETION IN EXERCISE OF POWERS. To do any and all other acts which the Trustee shall deem proper to effectuate the powers specifically conferred upon the Trustee by this Agreement.