

AUGUST C. MEYER, JR., ANNUITY TRUST NUMBER ONE

Dated:

January 24th, 1997

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FIRST: DISPOSITIVE PROVISIONS. The Trustee shall manage, invest and reinvest the Trust Estate as follows:

1.01: ANNUITY TRUST; PAYMENT OF ANNUITY AMOUNT.

(a) Commencing with the date of this Agreement, the Trust Estate shall be held in a trust in which the Settlor herein retains an annuity interest (hereinafter the "Annuity Trust"). Until the termination of the Annuity Trust pursuant to the provisions of Section 1.06 hereof, the Trustee shall pay to the Settlor for each taxable year of the term of the Annuity Trust an annuity amount equal to the applicable percentage of the initial fair market value of the assets constituting the Annuity Trust in accordance with the schedule set forth in Section 1.01(e) hereof. In determining such value, assets shall be valued at their values as finally determined for Federal transfer tax purposes. A final determination for Federal transfer tax purposes shall be a "determination" as defined in Section 1313 of the Internal Revenue Code of 1986 and successor provisions thereto (hereinafter, the "Code"). The Settlor anticipates that the annuity amount may be paid, in part, by in-kind distributions of stock.

(b) If the Settlor dies before the date that is ten (10) years after the date of this Agreement and is survived by his wife, KAREN H. MEYER, payments of the annuity amount shall be made to his said wife until the earlier of her death or the end of the ten year period, provided that the Settlor may by valid will revoke her right to receive such payments.

1.06: TRUST TERMINATION. If not terminated sooner pursuant to the provisions of Sections 1.01 and 1.02 hereof, the Annuity Trust shall terminate upon the earlier of (i) the date that is ten (10) years after the date of this Agreement or (ii) the death of the Settlor (provided that if the Settlor's wife is entitled to annuity payments, then the Annuity Trust shall terminate upon the earlier of (i) the date that is ten (10) years after the date of this Agreement or (ii) the death of the Settlor's wife). The "term" of the Annuity Trust as used in this Agreement shall mean the term set out in the preceding sentence. Upon termination of the Annuity Trust the

Trustee shall distribute the Trust Estate pursuant to the provisions of Sections 1.07, 1.08 and 1.09 hereof, as applicable.

1.07: DISTRIBUTION OF TRUST ESTATE ON THE DATE THAT IS TEN (10) YEARS AFTER THE DATE OF THIS AGREEMENT. Upon the termination of the Annuity Trust on the date that is ten (10) years after the date of this Agreement pursuant to Section 1.06 hereof, the Trustee shall distribute the entire Trust Estate, as then constituted, including any and all accrued and/or undistributed income as follows:

(a) To the Settlor's children, AUGUST C.F. MEYER and ELISABETH HASSETT MEYER KIMMEL, in equal shares, per capita, provided, however, that if either child of the Settlor shall be then deceased, the lineal descendants of such deceased child, if any, shall take, in equal shares, per stirpes, the share such deceased child would have taken if then living, subject to the provisions of Section 1.09 hereof, if applicable;

(b) If no lineal descendant of the Settlor shall be then living, to the Settlor's wife, KAREN H. MEYER, if she shall be then living;

(c) In default of the foregoing, to THE UNIVERSITY OF ILLINOIS FOUNDATION, or if said foundation is not then in existence, to THE UNIVERSITY OF ILLINOIS.

1.08: DISTRIBUTION OF TRUST ESTATE IF THE SETTLOR DIES PRIOR TO THE DATE THAT IS TEN (10) YEARS AFTER THE DATE OF THIS AGREEMENT. (a) If the Settlor should die prior to the date that is ten (10) years after the date of this Agreement and the Settlor's wife, KAREN H. MEYER, is not entitled to annuity payments, then, upon the Settlor's death, the Trustee shall distribute the entire Trust Estate, as then constituted, including any and all accrued and/or undistributed income, to the Settlor's estate, free of trust.

(b) If the Settlor should die prior to the date that is ten (10) years after the date of this Agreement and the Settlor's wife, KAREN H. MEYER, is entitled to annuity payments, and if the Settlor's said wife should die prior to the date that is ten (10) years after the date of this Agreement, then, upon the death of the Settlor's said wife, the Trustee shall distribute the entire Trust Estate, as then constituted, including any and all accrued and/or undistributed income, to the estate of the Settlor's said wife, free of trust.

1.13: SUBCHAPTER S TRUST. (a) It is the Settlor's intention that the Annuity Trust and any trust created by Section 1.10 shall qualify as a shareholder of a Subchapter S corporation under Section 1361(c) of the Code. To this end, the powers, discretions and authorities of the Trustee with respect to the property held in each such trust shall not be exercised or exercisable except in a manner consistent with the Settlor's intention as expressed in the preceding sentence.

(b) Notwithstanding any other provision of this Agreement and except as provided in Section 1.14(b) hereof, the Trustee is authorized to amend the Annuity Trust, if necessary, for the sole purpose of causing such trust to qualify or to continue to qualify as a trust described in Section 1361 of the Code, so as to permit such trust to hold stock of an S corporation.

1.14: QUALIFIED ANNUITY INTEREST. (a) It is the Settlor's intention that the annuity interest created for his own benefit by this Agreement shall qualify as a "qualified annuity interest" under Section 25.2702-3 of the Treasury Regulations (hereafter, the "Regulations"). To this end, the powers, discretions and authorities of the Trustee shall not be exercised or exercisable except in a manner consistent with the Settlor's intention as expressed in the preceding sentence.

(b) Notwithstanding any other provision of this Agreement and except as provided in Section 1.13(b) hereof, the Trustee is authorized to amend this Agreement if necessary, for the sole purpose of causing the Settlor's annuity interest to qualify or to continue to qualify as a qualified annuity interest as described in Section 25.2702-3 of the Regulations.

1.16: SETTLOR'S RIGHT TO SUBSTITUTE ASSETS OF EQUAL VALUE. Notwithstanding any other provision of this Agreement, the Settlor reserves the right, exercisable in a non-fiduciary capacity without approval or consent of any person in a fiduciary capacity, to reacquire, prior to the termination of the Annuity Trust pursuant to Section 1.06 hereof, any of the Annuity Trust property in exchange for other property having an equivalent value.

1.19: IRREVOCABILITY. Except as specifically provided in Sections 1.13(b) and 1.14(b) hereof, this Agreement and any trust created hereunder shall not be altered, amended, revoked or terminated by any person or persons, including the Settlor.

3.12: CORPORATE SECURITIES. In respect of any securities forming part of the Trust Estate, subject to the provisions of Section 3.17 hereof, to vote upon any proposition or election at any meeting or otherwise and to grant proxies, discretionary or otherwise, to vote at any such meetings; to join in or consent to or object to any action or nonaction of any corporation or of the board of directors of any corporation by which any securities held hereunder shall have been issued or guaranteed; to join in or consent to or object to or become a party to any reorganization, recapitalization, readjustment, merger, voting trust, consolidation, exchange or liquidation of any such corporation or any lease, sale or exchange of any of such corporation's properties, securities, rights, privileges or franchises, and to deposit any such securities forming a part of the Trust Estate held in any trust created hereunder with any committee, depositary, trustee or otherwise, and to pay out of such trust any fees, expenses and assessments incurred in connection therewith; to exercise conversion, subscription or other rights and to sell or abandon such rights; and to receive and hold any new securities issued as a result of any such reorganization, recapitalization, readjustment, merger, voting trust, consolidation, exchange or liquidation or exercise of conversion, subscription or other rights; and generally to take all action with respect to any such securities forming a part of the Trust Estate as an owner himself would be empowered to do with respect to securities owned by him.

AUGUST C. MEYER, JR., ANNUITY TRUST NUMBER ONE

Dated: January, ^{24th} 1997

SCHEDULE A

350 Shares
Class A
Non-voting
Common Stock

Midwest Television, Inc.

Certificates # A1

20 Shares
Class B Voting
Common Stock

Midwest Television, Inc.

Certificates # B1

Central Illinois Financial
Company Inc.

Certificates # 1336

KAREN H. MEYER ANNUITY TRUST NUMBER ONE

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(b) If no lineal descendant of the Settlor shall be then living, to the Settlor's husband, AUGUST C. MEYER, JR., if he shall be then living;

(c) In default of the foregoing, to THE UNIVERSITY OF ILLINOIS FOUNDATION, or if said foundation is not then in existence, to THE UNIVERSITY OF ILLINOIS.

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(b) If the Settlor should die prior to the date that is ten (10) years after the date of this Agreement and the Settlor's husband, AUGUST C. MEYER, JR., is entitled to annuity payments, and if the Settlor's said husband should die prior to the date that is ten (10) years after the date of this Agreement, then, upon the death of the Settlor's said husband, the Trustee shall distribute the entire Trust Estate, as then constituted, including any and all accrued and/or undistributed income, to the estate of the Settlor's said husband, free of trust.

1.13: SUBCHAPTER S TRUST. (a) It is the Settlor's intention that the Annuity Trust and any trust created by Section 1.10 shall qualify as a shareholder of a Subchapter S corporation under Section 1361(c) of the Code. To this end, the powers, discretions and authorities of the Trustee with respect to the property held in each such trust shall not be exercised or exercisable except in a manner consistent with the Settlor's intention as expressed in the preceding sentence.

(b) Notwithstanding any other provision of this Agreement and except as provided in Section 1.14(b) hereof, the Trustee is authorized to amend the Annuity Trust, if necessary, for the sole purpose of causing such trust to qualify or to continue to qualify as a trust described in Section 1361 of the Code, so as to permit such trust to hold stock of an S corporation.

1.14: QUALIFIED ANNUITY INTEREST. (a) It is the Settlor's intention that the annuity interest created for her own benefit by this Agreement shall qualify as a "qualified annuity interest" under Section 25.2702-3 of the Treasury Regulations (hereafter, the "Regulations"). To this end, the powers, discretions and authorities of the Trustee shall not be exercised or exercisable except in a manner consistent with the Settlor's intention as expressed in the preceding sentence.

(b) Notwithstanding any other provision of this Agreement and except as provided in Section 1.13(b) hereof, the Trustee is authorized to amend this Agreement if necessary, for the sole purpose of causing the Settlor's annuity interest to qualify or to continue to qualify as a qualified annuity interest as described in Section 25.2702-3 of the Regulations.

1.16: SETTLOR'S RIGHT TO SUBSTITUTE ASSETS OF EQUAL VALUE. Notwithstanding any other provision of this Agreement, the Settlor reserves the right, exercisable in a non-fiduciary

capacity without approval or consent of any person in a fiduciary capacity, to reacquire, prior to the termination of the Annuity Trust pursuant to Section 1.06 hereof, any of the Annuity Trust property in exchange for other property having an equivalent value.

1.19: IRREVOCABILITY. Except as specifically provided in Sections 1.13(b) and 1.14(b) hereof, this Agreement and any trust created hereunder shall not be altered, amended, revoked or terminated by any person or persons, including the Settlor.

3.12: CORPORATE SECURITIES. In respect of any securities forming part of the Trust Estate, subject to the provisions of Section 3.17 hereof, to vote upon any proposition or election at any meeting or otherwise and to grant proxies, discretionary or otherwise, to vote at any such meetings; to join in or consent to or object to any action or nonaction of any corporation or of the board of directors of any corporation by which any securities held hereunder shall have been issued or guaranteed; to join in or consent to or object to or become a party to any reorganization, recapitalization, readjustment, merger, voting trust, consolidation, exchange or liquidation of any such corporation or any lease, sale or exchange of any of such corporation's properties, securities, rights, privileges or franchises, and to deposit any such securities forming a part of the Trust Estate held in any trust created hereunder with any committee, depository, trustee or otherwise, and to pay out of such trust any fees, expenses and assessments incurred in connection therewith; to exercise conversion, subscription or other rights and to sell or abandon such rights; and to receive and hold any new securities issued as a result of any such reorganization, recapitalization, readjustment, merger, voting trust, consolidation, exchange or liquidation or exercise of conversion, subscription or other rights; and generally to take all action with respect to any such securities forming a part of the Trust Estate as an owner himself would be empowered to do with respect to securities owned by him.

KAREN H. MEYER ANNUITY TRUST NUMBER ONE

Dated: January 24th, 1997

SCHEDULE A

350 Shares Class A Non-voting Common Stock	Midwest Television, Inc.	Certificates # A6
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20 Shares Class B Voting Common Stock	Midwest Television, Inc.	Certificates # B6
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Central Illinois Financial Company Inc.	Certificates # 1335
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