

ENTERTAINMENT INDUSTRY

401k Plan

Summary Plan Description

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Introduction

This booklet describes the basic features of the Plan, how the Plan can benefit you, and your rights under the Employee Retirement Income Security Act of 1974 ("ERISA"). Names, addresses, and other information about those who share responsibility for the operation of the Plan may be found in the section titled "Important Information".

This booklet is only a summary of the Plan. Plan provisions that are not covered here may affect your rights under the Plan. This booklet is not a part of the official Plan Document and all questions about your rights under the Plan will be determined by reference to the Plan Document. In the event of a conflict between this booklet and the Plan Document, the terms of the Plan Document will govern your rights under the Plan.

Because of the difficulty of obtaining full information over the phone upon which to advise you and in order to avoid conflicts about what advice may have been given, we must caution you that if there is a conflict between the oral advice given and this document, this document shall prevail.

Copies of the Plan and Trust documents are available for your inspection at the Administration Office. You also may obtain your own copies by writing to the Trustees at the address of the Administration Office.

Definitions

The following words and phrases are used quite frequently in this booklet and have special meanings of which you should take note.

Account is the Account that the Trustees set up to keep track of your interest in the Plan. The section titled "Your Individual Account" tells you more details about your Account.

Collective Bargaining Agreement means any Collective Bargaining Agreement by and between a Union and any employer in the entertainment industry that requires or permits contributions to the Trust Fund and any extensions, amendments, modifications, or renewals of such Agreements as are agreed upon between the employer parties to the Collective Bargaining Agreement and the Union, and which provides for or permits the making of contributions to this Plan.

Employee means any person whom the Participating Employers and the Union have agreed through a Collective Bargaining Agreement will be covered by this Plan and the Trust, who is eligible for the benefits provided hereunder, and on whose behalf contributions have been made to the Trust Fund. Employees of a participating Local Union are also eligible to participate.

Participants are the Employees who are eligible to participate in the Plan. The section "Your Individual Account" explains when your participation in the Plan begins.

Participating Employer means any employer who qualifies as a party under the provisions of a Collective Bargaining Agreement and who is required or permitted by a Collective Bargaining Agreement to make contributions to this Plan.

The **Trustees** are the persons who administer the Plan. Under the law, the Trustees are the "Plan Administrator". This means that the Trustees are responsible to see that the Plan is operated in accordance with the terms of the Plan Documents, file certain reports with the federal government, and provide you with certain information about the Plan (including this Summary Plan Description and Summary Annual Reports).

The **Trust Fund** is the fund for holding and investing the assets of the Plan until benefit payments are made to Participants and their beneficiaries.

The **Union** is an Entertainment Industry Union described in any Collective Bargaining Agreement or Subscription Agreement.

Your Participation in the Plan

Which Employees Can Become Participants?

Employees will become Plan Participants as soon as they work one hour for a Participating Employer provided that either (a) such Participating Employer is required under the terms of a Collective Bargaining Agreement to make Employer Contributions to the Plan on behalf of its Employees or (b) an Employee's Union and Participating Employer have consented to the Employees of such Participating Employer participating in the Elective Deferral Option under this Plan. Participating Employers may be required to make contributions to the Plan under their Collective Bargaining Agreements. Both your Employer and your Local Union must consent to your election to make Elective Deferral contributions to this Plan. You may ask your Union Business Agent or the Administration Office, which Employers are required under the terms of their Collective Bargaining Agreement to make Employer Contributions to the Plan on behalf of their Employees. In addition you may ask if the Participating Employer has consented to participation in the Elective Deferral Option under this Plan.

Am I eligible to make tax-deductible contributions to an IRA account?

If you participate in this Plan, you may not be able to make a *tax-deductible* IRA contribution for the year. Consult your tax advisor on this.

Your Individual Account

What Amounts Are in Your Account?

When you become a Participant, the Trustees set up an Account for you under the Trust Fund. The amount in your Account at any time is the sum of:

- your share, if any, of the Participating Employers' contributions to the Plan,
- your contributions to the Plan (if any), and
- the investment earnings or losses allocable to your Account.

When will Participating Employer Contributions be Credited to your Account?

In order to be eligible to have Participating Employer contributions credited to your Account under the Plan, your Participating Employer must be obligated under the terms of its Collective Bargaining Agreement to make Employer Contributions to the Plan on your behalf. Your share of Employer Contributions received by the Trustees will generally be credited to your Account under the Plan by the 15th of the following month. The Plan cannot credit your account until the Funds are actually received by the Plan.

What Contributions will your Participating Employer make to the Plan for You?

The Collective Bargaining Agreement between your Participating Employer and the Union sets forth the amount, if any, that your Participating Employer is obligated to contribute to the Plan on your behalf. You may ask your Union Business Agent or the Fund Office what amounts, if any, will be contributed for you.

What Contributions can you make to the Plan?

Provided your Employer permits you to do so, the Plan will allow you to make Elective Deferrals (pre-income tax) to the Plan in accordance with the "Elective Deferral 401(k) Arrangement Section". "Highly Compensated" employees of a Local Union who are not "bargaining unit alumni" are not eligible to make Elective Deferrals (see discussion below).

In addition, participants may also contribute non-deductible (after-tax) additional funds directly to the Entertainment Industry 401(k) Plan simply by making a payment to the Plan.

When am I eligible to make After-Tax Contributions into my Account?

You are eligible to make non-deductible (after-tax) contributions to your account until December 31 of the year in which payments have been made to the plan by a Participating Employer. This allows you to continue to make contributions to the Plan in situations where your Employer may not allow Elective Deferrals.

What Are the Maximum Contribution Limits?

The "annual addition" to your Plan Account cannot exceed \$40,000 per year (for 2005, adjusted for increases in the cost-of-living). For this purpose, transfer and rollover contributions **do not count**, but your Elective Deferrals, Voluntary Non-deductible Contributions and Participating Employer Contributions count as part of the "annual addition". In addition, the limit on the amount of Elective Deferrals you may make each year is set forth in the "Elective Deferral / 401(k) Arrangement Section" below.

How Is the Money in Your Account Invested?

Once contributions are received by the Plan you will be provided with an enrollment package which will contain information on how to direct the investment of your Accounts and what options are available to you.

You must direct the Trustees how to invest the amounts credited to your Accounts. Your initial elections must be made on the "Enrollment/Beneficiary Designation Form". All subsequent changes to your investment elections must be made over the phone using your Personal Identification Number (PIN).

Participants must notify the Fund Office in writing of any discrepancies or errors in their periodic Plan statements within 180 days of the date of any such statement, or neither the Trustees, the Fund nor the Fund Office will be responsible for any losses or other consequences of any such discrepancy or error beyond 180 days from the date of the statement.

The Plan is intended to constitute a plan described in section 404(c) of ERISA and 29 CFR section 2550. 404(c)(1) and the Plan fiduciaries are relieved of liability for any losses which are the direct and necessary result of any investment instructions you may give. On regular valuation dates, the Trust Fund will be valued and your Accounts will be increased by the actual amount of any income earned by or increase in the value of the amounts credited to your Accounts or reduced by the amount of any losses sustained by or decrease in the value of the actual amount in your Accounts.

<p style="text-align: center;">Elective Deferral 401(k) Arrangement</p>
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What Contributions May You Make?

The Plan contains an Elective Deferral 401(k) Arrangement. If your Participating Employer and your Local Union permit you to do so, you may elect to make Elective Deferrals under the Plan in accordance with this Section. Notwithstanding, Elective Deferrals may not be made by any "Highly Compensated Employee" of a local union who is not also a "bargaining unit alumni." Both of these terms, "Highly Compensated Employee" and "bargaining unit alumni," are technical terms defined by IRS regulations. Please ask the Fund Office if you are employed by a local union and have any question whether you might be precluded from making Elective Deferrals under the Plan on account of this rule.

To make an Elective Deferral (pre-income tax), you must notify your Participating Employer(s) on the Flexible Payroll Deduction Request Form that your pay is to be reduced by a certain percentage or amount. The percentage may be from 1-100% of your gross pay. Your contribution will be paid to the Trustees of the Plan to be credited to your Deferral Account under the Plan. Except as otherwise noted in this Section, your Elective Deferrals are treated like any other portion of your Account. You are 100% vested at all times in your Elective Deferrals and any earnings thereon.

How Much May You Elect to Defer?

You may not defer more than \$12,000 (in calendar year 2005) in all 401(k) Plans in which you participate, regardless of the number of employers for whom you work. If you determine at the end of a calendar year that you have deferred more than the maximum allowed, you must allocate your excess deferrals among the plans to which you have made the deferrals, and notify each plan as to the amount of the allocation. You must notify the Trustees by March 15 following the deferral year of the amount of excess deferrals allocated to this Plan. Your excess deferrals in this Plan will be refunded to you. *The \$12,000 limit only applies to your Elective Deferrals.* Participating Employer Contributions made on your behalf and Voluntary Non-deductible (after-tax) Contributions are not included in this calculation.

2003	\$12,000
2004	\$13,000
2005	\$14,000
2006	\$15,000

Effective 1/1/2002: If you are limited in making Elective Deferrals to the Plan by the \$12,000 limit and if you will be at least age 50 before the close of the Plan Year, you can elect to make "catch-up" Elective Deferrals for the year in excess of those limits irrespective of all the other limits described in this summary. Here are the annual limits on catch-up deferrals:

2003	\$2,000
2004	\$3,000
2005	\$4,000
2006	\$5,000

In addition, your Elective Deferrals in this Plan will be limited to no less than one percent and no more than 100 percent of your pay.

Lastly, if you are a "Highly Compensated Employee," your Elective Deferrals must satisfy a special nondiscrimination test. The test is fairly complex, and is designed to prevent the "Actual Deferral Percentage" for "Highly Compensated Employees" from greatly exceeding the "Actual Deferral Percentage" for all other Participants. You will be informed if this special rule impacts you.

How Do You Make Your Deferral Election?

You may elect to make Elective Deferrals after you have become eligible to participate in the Plan by completing a "Flexible Payroll Deduction Request Form" provided by the Administration Office. Please note however that your employer must agree to allow Elective Deferrals.

Do Special Hardship Distribution Rules Apply to Elective Deferrals?

Yes. A portion of your Elective Deferrals (other than earnings thereon) can be distributed to you in the event of your "financial hardship" as defined in the Plan and Internal Revenue Service Regulations. If you are not making contributions to the Plan over and above the contributions made by your employer(s) (Elective Deferrals) no Hardship Distribution option is available to you. **The IRS does not permit Employer contributions, Rollover contributions or Transfer contributions to be distributed as hardship distributions.**

The Trustees determine if you meet the requirements for financial hardship. The financial need must be immediate and heavy, and other financial resources may not be reasonably available to you. The distribution may not exceed the amount required to meet the immediate financial need. The following rules apply in making these determinations:

The only financial needs considered immediate and heavy are:

- deductible medical expenses for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of your principal residence;
- payment of tuition for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- the need to prevent the eviction of you from, or a foreclosure on the mortgage of, your principal residence; or
- the need to pay taxes occasioned by this distribution.

A distribution will be considered as necessary to satisfy an immediate and heavy financial need only if:

- You have obtained all other allowable distributions (if any), other than hardship distributions, and all nontaxable loans under all plans maintained by your Participating Employer;
- Your Elective Deferrals are suspended for 6 months after the receipt of the hardship distribution;
- The distribution is not in excess of the amount of your immediate and heavy financial need; and
- You are not allowed to make Elective Deferrals for your taxable year immediately following the taxable year of the hardship distribution in excess of \$12,000 (as adjusted for inflation) less the amount of Elective Deferrals for the taxable year of the hardship distribution.
- **Distributions on account of financial hardship are fully taxable when received, and may be subject to additional penalty tax if received prior to age 59 ½.**

How are your elective deferrals Invested?

Your Account balance derived from your Elective Deferrals is invested in the same manner as your employer contributions

as described in the previous section, "How is the Money in Your Account Invested?"

Your Plan Benefit

What Benefit will you receive from the Plan?

Your benefit under the Plan is your Account balance; it is always 100 percent "vested" whether derived from your Elective Deferrals, Voluntary Non-deductible Contributions, Participating Employer Contributions or earnings on those amounts.

When and how will your Benefit be paid to You?

When. After you attain age 59½: You may make a written request for a "Benefit Application". Submit the "Benefit Application" form to the Fund Office (not more than 45 days prior to your effective date) notifying them of your election to take a benefit distribution. Your Plan benefit will generally be paid to you within 60 days of receipt of your application. If your Account balance is \$5,000 or less, the Trustees will distribute your benefit to you at that time in a lump sum, with or without your consent. Larger benefits generally may be distributed only with your consent. If you take a distribution after age 59½, continue working and making contributions, you may request additional distributions only once every 90-days.

Before you attain age 59½: After 12 consecutive months with no contributions received by the Plan, you may make a written request for a "Benefit Application". Submit the "Benefit Application" form to the Fund Office notifying them of your election to take a benefit distribution (do not submit your application prior to 45 days before your eligibility date – these applications will not be processed). Your Plan benefit will generally be paid to you within 60 days of receipt of your application. *Benefits paid to participants prior to age 59 ½ are subject to a mandatory Federal Income Tax Withholding of 20% and a Federal Penalty of 10% in addition to any state or local taxes.*

Notwithstanding the foregoing, you may withdraw the amount of your voluntary non-deductible (after-tax) contributions reduced by any losses at any time by submitting an application as described above.

How. Your benefit will be paid to you in one of the three distribution options available:

- 1) A single lump sum payment;
- 2) Monthly installments (as defined); and
- 3) A Partial Distribution. Distributions of less than all of the Participant's Account balance are only available to Participants with balances of \$1,500 or more, and must be in amounts no less than \$500.00. The only forms of distribution available for balances less than \$1,500 are a single lump sum payment or monthly installments (as defined).

Note: *Distributions of less than all of the Participant's Account balance may not be made more frequently than once every 90 days.*

Does the Plan Provide Death Benefits?

If you die with an Account balance, your beneficiary will receive a death benefit from the Plan equal to the entire amount in your Account.

All benefits to be paid to your beneficiary will be paid after the Plan receives a certification of your death. The designation of your beneficiary (or beneficiaries) is done on the Enrollment/Beneficiary Designation Form provided by the Plan. Generally, if you are married, you may not designate anyone other than, or in addition to, your spouse as your beneficiary unless your spouse consents to such designation. You may change your beneficiary designation at any time by filing a new form with the Trustees. If you do not designate a beneficiary, the money will be paid to your surviving spouse, or, if you have no surviving spouse, to certain living members of your family or your estate, in a fixed order of priority.

Is Your Plan Benefit Subject to Taxes?

Employer Contributions and Pre-tax Employee Contributions: All benefits paid from the Plan will be subject to federal and state income tax when received by you or your beneficiary. In addition, any death benefits paid to your beneficiary may be subject to federal estate tax.

Voluntary Non-Deductible Contributions (after-tax): The contributions you have made on an after-tax basis are not

subject to tax upon distribution. However, the earnings derived from your after-tax contributions are subject to income tax. Withdrawals of Non-deductible Voluntary Contributions may be processed at any time (not to exceed one distribution every 90-days).

In most cases you may defer income taxation by rolling your benefit over into an IRA. For this reason, you are urged to consult a tax advisor before expressing to the Plan your preference as to the manner of your benefit distribution.

Can You Lose Any Part of Your Account?

The only way in which you can lose amounts in your Account is if there are losses in your Account under the Trust Fund. No investment is risk free and losses may occur. The Trustees have no obligation to make up any losses in your Account under the Trust Fund or to guarantee any minimum earnings as long as they act properly under the law.

Is Your Benefit Under the Plan Guaranteed?

Under the Plan, your benefit is derived from your Individual Account. The amount of your benefit depends on how much money you elect to contribute to the Plan while you are a Participant and the results of the investments. Therefore, the Plan is the type of plan referred to legally as a "defined contribution plan" (as opposed to a "defined benefit plan," which provides a specific benefit to its participants). As a defined contribution plan, the Plan is not eligible to participate in (and therefore does not pay for) the insurance program sponsored by the federal government (the "PBGC") for the purpose of guaranteeing that participants in defined benefit plans will receive the benefits promised by those plans.

The Plan Documents prohibit the use of any money held in the Trust Fund (including money in your Account) for any purpose that is not for the exclusive benefit of the Participants or their beneficiaries.

Can You Borrow From the Plan?

The Plan does not permit you to borrow from the Plan.

Can You Assign Your Plan Benefit to Someone Else?

Although you may designate a beneficiary (or beneficiaries) to receive death benefits from the Plan as described in the section titled "Your Plan Benefit", you cannot assign any of the money in your Account to anyone else. Also, you cannot use the money in your Account to pay your debts. The money in your Account is not liable for your debts and may not be taken by legal process as long as it is held under the Trust Fund. However, there is an exception to this rule. All or a portion of your Account balance may be used to pay court-ordered alimony, child support or similar amount in connection with a qualified domestic relations action. The court order must follow a prescribed format in order to be enforceable against the Plan.

**Amendment or Termination
of the Plan**

The Trustees expect to continue the Plan indefinitely. However, the Trustees have the right to change or discontinue the Plan at any time, provided that in no event may the Plan be changed in such a way as to deprive you of a benefit that you already have earned. The Trustees shall either pay out all of the Account balances at that time, or continue the Trust Fund and pay out benefits as they become due under the terms of the Plan.

How the Plan is Administered

What Do the Trustees Do?

Under the law, the Trustees are the "Plan Administrator". This means that the Trustees are responsible to see that the Plan is operated in accordance with the terms of the Plan Documents, file certain reports with the Federal Government, and provide you with certain information about the Plan (including this Summary Plan Description (SPD) and Summary Annual Reports).

Making a Claim

How Do You Make a Claim for a Benefit Under the Plan?

When you retire, you must submit a "Benefit Application" form to the Plan notifying it of your eligibility for a benefit distribution. The Trustees will then see that you receive any benefits to which you are entitled. However, if you believe that you have not received benefits to which you are entitled, you (or your beneficiary) may make a claim for benefits by writing to the Claims Coordinator appointed by the Trustees. The Claims Coordinator will act on your claim within 90 days. If your claim is denied in whole or in part, you will receive a written notice of the denial setting forth the specific reasons for the denial. Claims may be submitted to the Claims Coordinator in care of the Plan Trustees at the address of the Trustees.

What Can You Do If Your Claim is Denied?

If you submit a claim for benefits to the Claims Coordinator and your claim is denied, you may appeal the denial of your claim to the Trustees. The Trustees will give your claim a full and fair review. To make an appeal, you must file a written notice with the Trustees within 90 days after you receive written notice from the Claims Coordinator of the denial of your claim. The Trustees will consider your written notice to be a request for review of your claim. You (or your authorized representative) may review the Plan Documents and any other pertinent items and submit detailed comments in writing to the Trustees.

After you submit your written comments, the Trustees will review your claim and make a prompt decision about the merits of the claim. Ordinarily, the decision will be made no later than 60 days after the Trustees receive your written notice of appeal. If there are special circumstances that require a more extensive review of your claim, the Trustees will render a decision as soon as possible, but not later than 120 days after they received your notice of appeal. If an extension of time is required because of special circumstances, the Trustees will provide you with written notice of the extension within the 60 day period. The decision of the Trustees on review will include specific references to the provisions of the Plan Documents on which the decision is based.

Your Rights Under ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Participants shall be entitled to:

- Examine, without charge, at the Trustees' office and at other specified locations, such as worksites and union halls, all Plan Documents, including Collective Bargaining Agreements and copies of all documents filed by the Plan with the U.S. Department of Labor (such as detailed annual reports and plan descriptions). However, you may not inspect material containing confidential information on other Plan Participants.
- Obtain copies of all non-confidential Plan Documents and other information about the Plan upon written request to the Trustees. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each Participant with a copy of this Summary Annual Report at no charge.
- Obtain a statement telling you what your Account balance is. This statement does not have to be given more than once a year. This statement must be provided free of charge.

In addition to creating rights for Participants, ERISA imposes duties upon people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one, including your Participating Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit to which you are entitled under the Plan or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Trustees review and reconsider your claim.

There are steps you can take to enforce the above rights under ERISA. For instance, if you request materials about the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Company to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that fiduciaries of the Plan misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and le-

gal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, a court may order you to pay court costs and legal fees if it finds your claim to be frivolous). If you have any questions about the Plan, you should contact the Trustee. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area office of the U.S. Labor-Management Services Administration, Department of Labor.

Administration Fees (2006)

Monthly Administration Fee (balances \$500 or more)	\$5.00	1-time Enrollment Fee	\$10.00
Monthly Administration Fee (balances less than \$499.99)	\$4.00		
Monthly Administration Fee (balances less than \$199.99)	\$3.00		
Monthly Administration Fee (balances less than \$99.99)	\$2.00		
Quarterly e-mail delivery fee discount	-\$1.00		

Additional Information

If there are any provisions of this booklet which are not entirely clear to you, please ask for a clarification from the Trustees. If you submit a written request for information or for a more detailed explanation of any provision of the Plan, the Trustees will respond to you in writing. Only the Trustees are authorized to interpret the Plan, and you should not rely upon interpretations of the Plan from any other source.

Important Plan Information

Name of the Plan:

Entertainment Industry 401(k) Plan. This is the tax qualified retirement plan that is described in this booklet.

Type of Plan:

Profit Sharing Plan with a Cash or Deferred 401(k) Arrangement

Plan Number:

001

Federal Tax Identification Number of the Plan:

95-7006851

Agent for Service of Process:

Benefit Plans, Inc.
844 Seward St.
Los Angeles, CA 90038-1116

Effective Date:

January 1, 1996. This is the date of which the plan was adopted in the form described in this booklet.

Plan Year:

The twelve-month period beginning on January 1. The records of the Plan are maintained on the basis of the Plan Year.

Plan Administration:

The Plan is administered by Benefit Plans, Inc. The address and telephone number of the "Fund Office" is:
Benefit Plans Inc.
844 Seward St.

Los Angeles, CA 90038

(323) 993-8888 / (888) 353-9401

A complete list of the Employers and employee organizations sponsoring the Plan may be obtained by Participants and beneficiaries upon written request to the Trustees at the Fund Office, and is available for examination by Participants and beneficiaries at the Fund Office at the above address.

Participants and beneficiaries may receive from the Trustee at the Fund Office upon written request information as to whether a particular Employer or employee organization is a sponsor of the Plan and, if so, the sponsor's address.

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Name and Address of the Trustees

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Ed Yergeau

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Union Trustees:

Peter Homes

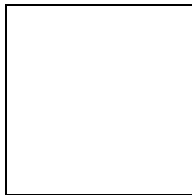
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